

UNITED STATES BANKRUPTCY COURT

District of Delaware

PROOF OF CLAIM

Name of Debtor: HMP SERVICES HOLDING INC DBA HAROLD M PITMAN CO

Case Number: 10-13619-BLS

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property): RYDER TRUCK RENTAL, INC.

Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent: ATTN: JENNIFER MORRIS 6000 WINDWARD PARKWAY, ALPHARETTA, GA 30005

Court Claim Number: (If known)

Telephone number: (770) 569-6559

Filed on:

Name and address where payment should be sent (if different from above):

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number:

Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$ 14,073.31

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

Specify the priority of the claim.

2. Basis for Claim: lease rejection damages (See instruction #2 on reverse side.)

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

3. Last four digits of any number by which creditor identifies debtor: 3087146

Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).

3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)

Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).

4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).

Nature of property or right of setoff: Real Estate Motor Vehicle Other Describe:

Value of Property: \$ Annual Interest Rate %

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$ Basis for perfection:

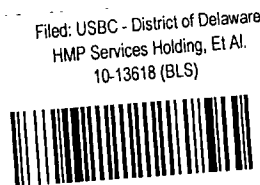
Amount of Secured Claim: \$

Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

6. Credits: The amount of all payments of

Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().

7. Documents: Attach redacted copies of orders, invoices, itemized statements of run You may also attach a summary. Attach redacted security interest. You may also attach a summary of redacted on reverse side.)



Proof of claim. s, purchase agreements. f

Amount entitled to priority:

\$

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

If the documents are not available, please explain:

Date: 11/29/2010

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

FOR COURT USE ONLY

KEVIN P SAUNTRY, CORPORATE COLLECTION MANAGER

8

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Nature of property or right of setoff: Real Estate Motor Vehicle Other Describe:

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Value of Property: \$ Annual Interest Rate %

Amount of arrearage and other charges as of time case filed included in secured claim,

Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

if any: \$ Basis for perfection:

Amount of Secured Claim: \$ Amount Unsecured: \$

Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

Amount entitled to priority:

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

\$

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

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If the documents are not available, please explain:

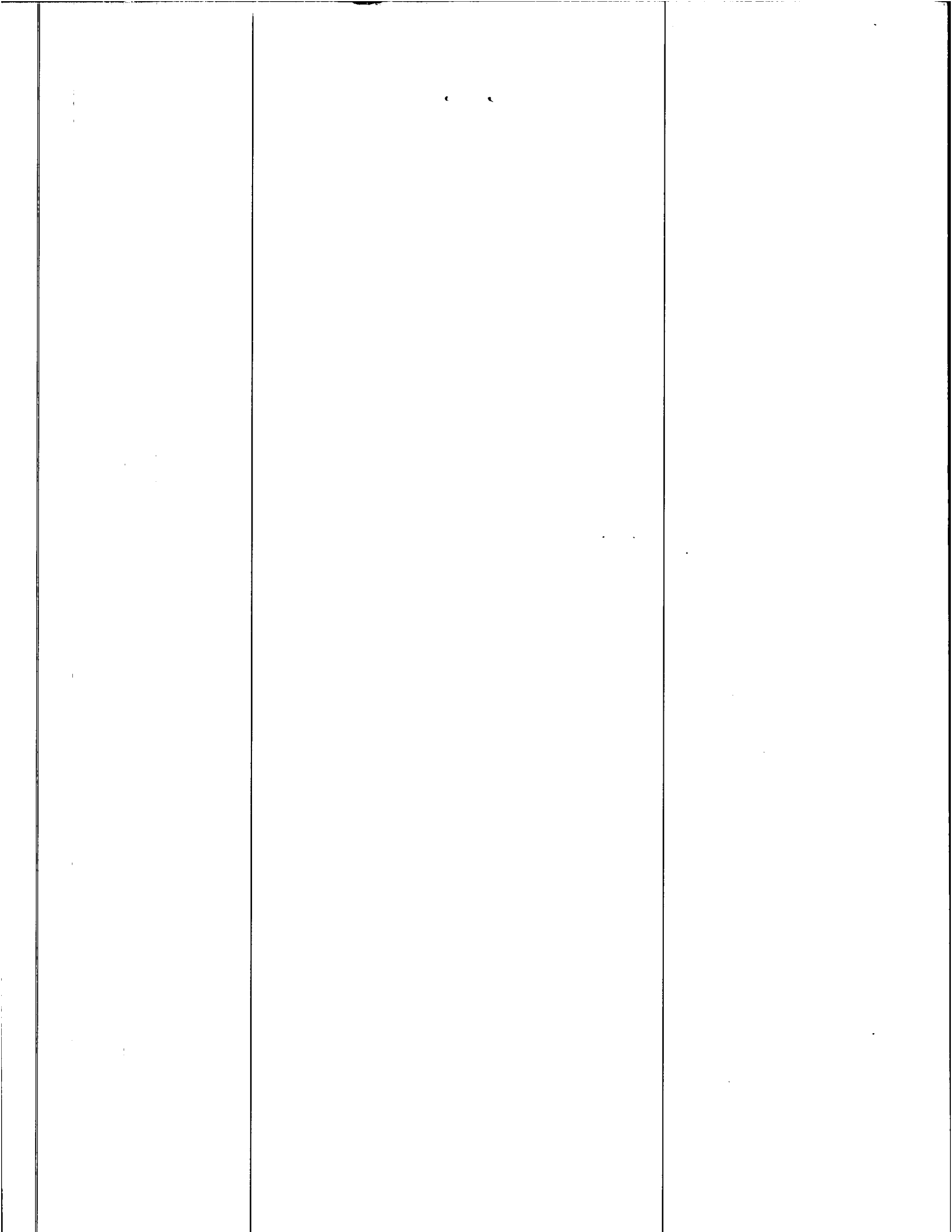
Date: 11/29/2010

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

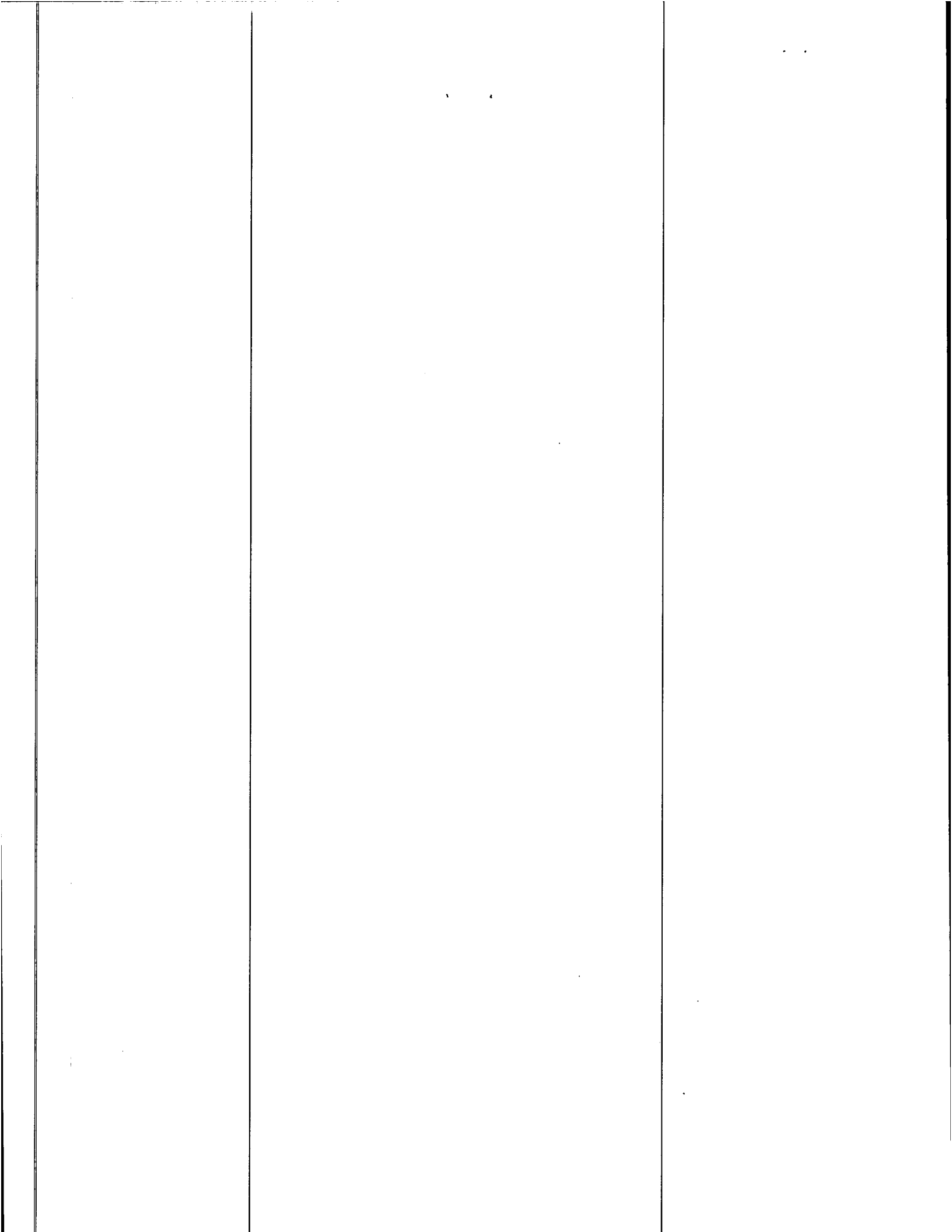
KEVIN P SAUNTRY, CORPORATE COLLECTION MANAGER

FOR COURT USE ONLY

RECEIVED COURT 11:43



HMP SERVICES HOLDING, INC. DBA HAROLD M PITMAN CO												
BRANCH NUMBER	A/R NO.	RTR UNIT NO.	DATE OF DELIVERY	TERMS IN YEARS	END OF TERM DATE	OUT OF SERVICE DATE	NO. OF DAYS US TO O/S	NO. OF DAYS O/S TO EOT DAYS	YEAR	MAKE	MODEL	TYPE
1	1308	6117	22-Nov-05	6.0	21-Nov-11	8-Nov-10	1812	378	2005	FRTL	IM2 106MD	ST TRUCK
RTR UNIT NO.	ORIGINAL VALUE	MONTHLY DEPRECIATION	ACCUM'D DEPRECIATION	SCHED "A" VALUE	EST. FAIR MARKET VALUE	SCHED "A" FRM VAR. \$	SCHED "A" FRM VAR. %	REMARKS				
1	451757	\$78,576.00	\$38,366.54	\$40,209.46	\$26,136.15	\$14,073.31	35%					
TOTAL		\$78,576.00	\$38,366.54	\$40,209.46	\$26,136.15	\$14,073.31	35%					




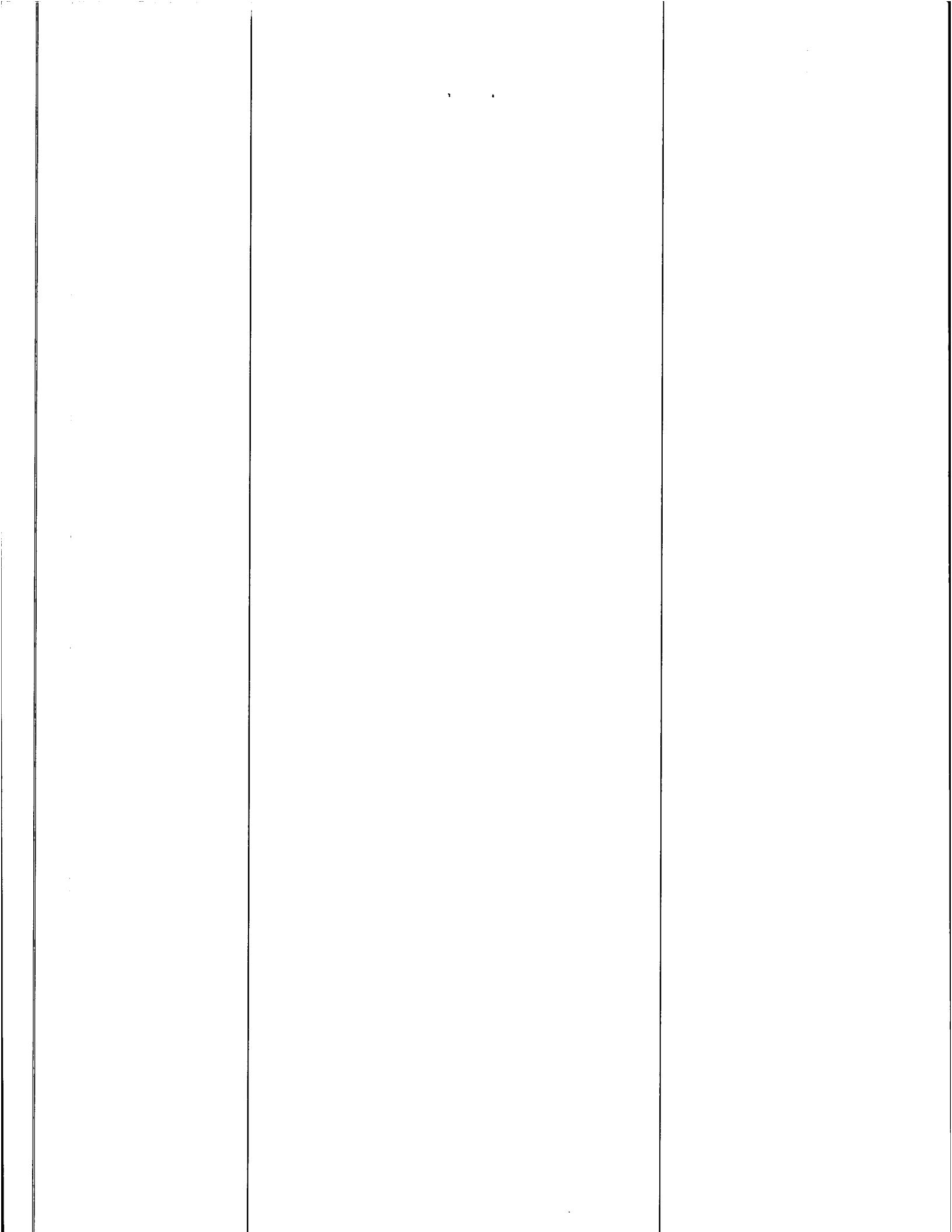
MEMORANDUM

Schedule A Value is the purchase option price for vehicles when a lessee is in default. The Schedule A value takes into consideration a reduction from the Original Value of the vehicle (column 8) by allowing for a straight line depreciation of the vehicle based upon the total number of payments made or required to be made by the Defendant as of the date of default. For each monthly payment, a portion of the payment, called the Depreciation Month Amount (column 9), is deducted from the Original Value of the vehicle.

To calculate Schedule A Value:

1. Calculate the number of monthly payments made by the lessee.
2. Calculate the number of monthly payments that remain outstanding as of the date of default as indicated on the Statement of Account damages (i.e., the number of monthly payment dates on Statement of Account).
3. Add No. 1 and No. 2 to determine the total number of monthly payments to be credited against the Original Value.
4. Subtract that figure from the Original Value for each vehicle and this is your Schedule A Value.

 Pursuant to Paragraph 11 D. of the TLSA a defaulting lessee must purchase the vehicle from Ryder for its Schedule A value plus any unexpired licenses, applicable taxes, and other prepaid expenses previously paid by Ryder prior to the date of sale. Because a motor vehicle depreciates faster in the first few years of use than in the later years a straight line depreciation results in the overstatement of the actual, i.e., fair market value of the vehicle. While under lease the lessee has the benefit of a flat payment that does not cover the interest costs plus the full monthly depreciation of

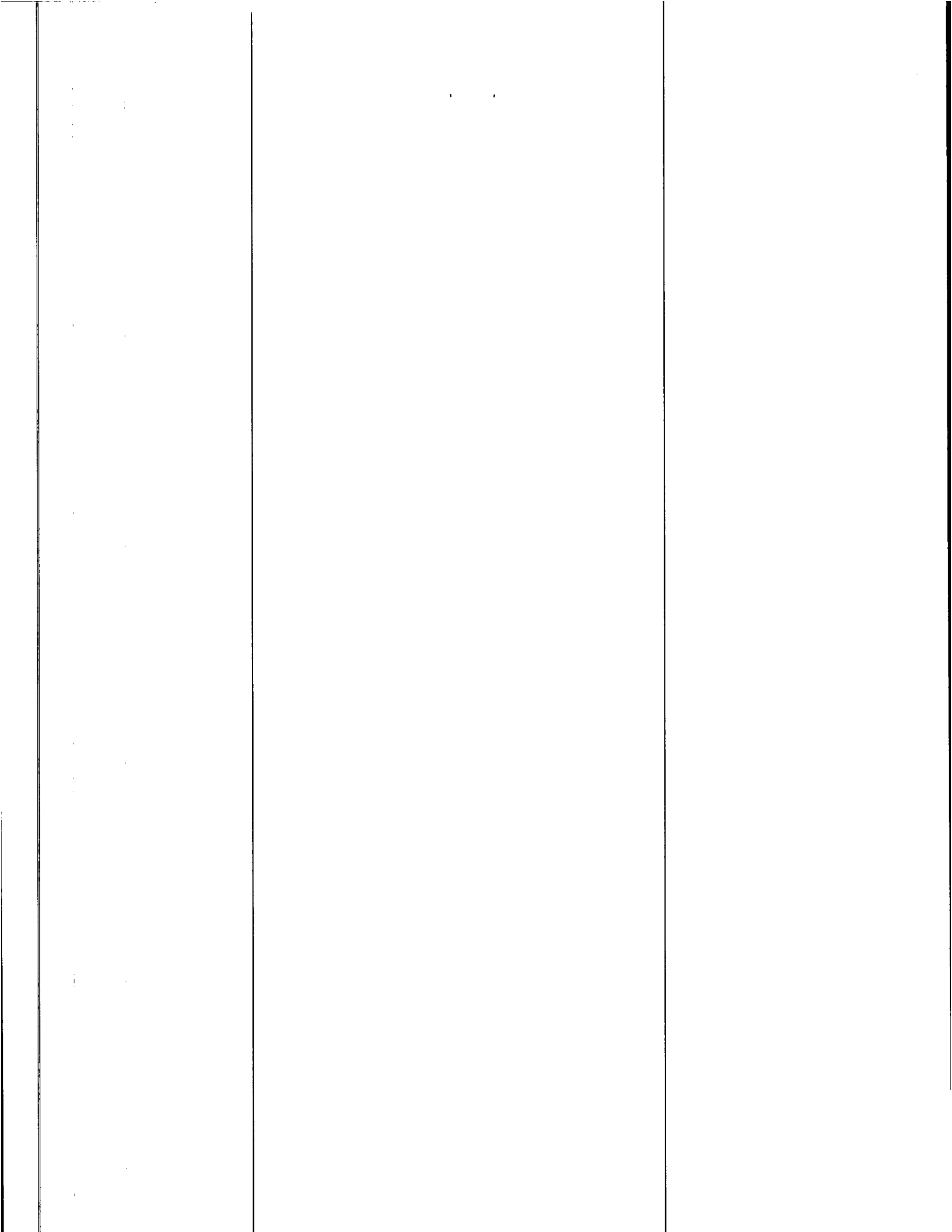


the vehicle in the early years. It is only at the end of the lease when the depreciation rate is less than the flat monthly payment recovers and then exceeds the actual depreciation costs associated with the vehicle, plus interest.

By terminating the lease early, the defaulting lessee has received the benefits of a lower monthly payment for a new vehicle without having to make the same payment (now no longer considered low) at the end of the lease when the vehicle is no longer new. To insure that Ryder receives the benefit of its bargain in the event of default by the lessee, the TLSA provides that the defaulting lessee must purchase the vehicle from Ryder at the higher Schedule A Value. However, if the defaulting lessee fails to purchase the vehicle for the Schedule A price, Ryder has suffered the loss of the difference between the Schedule A price and the actual value of the vehicle. This is called the Schedule A Damages.

To determine the Schedule A Damages:

Take the Schedule A Value and either deduct the Fair Market Value given to you by the District for each vehicle or use 65% of the Schedule A Value as the Fair Market Value. The resulting deficiency is Ryder's Schedule A Damages.





TRUCK LEASE AND SERVICE AGREEMENT

THIS AGREEMENT is made as of the 17th day of March, 1983,
 between RYDER TRUCK RENTAL, INC. 22 Hansen Access Rd., King of Prussia, Pa. (hereafter Ryder) and
HAROLD W. PITMAN COMPANY, whose address is
201 King Manor Drive, King of Prussia, Pa. 19406 (hereafter Customer).

1. EQUIPMENT COVERED AND TERM:

A. Ryder agrees to lease to Customer and Customer agrees to lease from Ryder the vehicles on Schedules A attached hereto and from time to time hereafter executed and made part of this agreement (hereafter Vehicle(s)). Execution of Schedules A shall constitute Customer's authorization to Ryder to acquire the Vehicles. The Agreement shall become effective with respect to each Vehicle on the date the Vehicle is tendered by Ryder to Customer, or 48 hours after the date Ryder notifies Customer that the Vehicle is available for delivery, whichever occurs first, and shall continue for the term specified on Schedule A unless terminated earlier as provided hereinafter.

B. Acceptance of Vehicles in service constitutes an acknowledgement that the Vehicles comply with Customer's specifications. Customer agrees to pay for any structural alterations (not to be made without Ryder's prior written consent), special equipment, or material alteration in painting, lettering or art work thereafter required by Customer. In the event that, subsequent to the date of execution of this agreement by Ryder, any Federal, state, or local law, ordinance, or regulation shall require the installation of any additional equipment, specifically including but not limited to anti-pollution or safety devices, Customer shall be responsible for the cost thereof, including installation expenses. Ryder agrees to either install same or arrange for the installation of same and Customer agrees to pay Ryder the full cost thereof upon receipt of Ryder's invoice for same.

C. Where a Vehicle is operated by Customer with a trailer or other equipment not included on Schedules A, or not maintained by Ryder under a separate agreement, Customer warrants that such trailer and/or equipment will be in good operating condition and notwithstanding any other provision of this agreement will indemnify and hold Ryder harmless against any claim or loss or damage resulting from Customer's failure to properly maintain said trailer and/or equipment.

D. Ryder may finance the Vehicles, or any part thereof, and in that connection may, as security, give the lender an installment sales instrument, mortgage, or security agreement covering such Vehicles or assign amounts due hereunder.

2. OPERATION OF VEHICLES:

A. The Vehicles will be operated by Customer only in the normal and ordinary course of Customer's business, not in violation of any law, rule, regulation, statute or ordinance (including legal weight limitations) and Customer shall indemnify and hold Ryder harmless from and against all fines, forfeitures, seizures, confiscations and penalties arising out of any such violation.

B. Each Vehicle will be promptly returned by Customer to Ryder's facility specified on Schedule A upon the termination of such lease unless Customer shall have purchased the Vehicle as provided hereinafter.

3. MAINTENANCE AND REPAIRS:

A. Ryder agrees to provide from its facilities: (1) Oil, lubricants, tires, tubes and all other operating supplies and accessories necessary for the proper and efficient operation of the Vehicles; (2) Maintenance and repairs including all labor and parts which may be required to keep the Vehicles in good operating condition; (3) Painting and lettering, according to Customer's specifications, at the time the Vehicles are placed into service; (4) Washing of the Vehicles; and (5) Road service due to mechanical and tire failure.

B. Customer agrees not to cause or permit any person other than Ryder or persons expressly authorized by Ryder to make repairs or adjustments to Vehicles, governors and other accessories. When repairs are necessary, Customer shall notify Ryder by the speediest means of communication available. Ryder will not be responsible for any repair or service while such Vehicle is away from Ryder's facility, unless expressly authorized by Ryder and unless Customer submits an acceptable voucher for the repairs or services.

C. Customer agrees to return each Vehicle to Ryder for service and maintenance at the facility stated on Schedule A for a minimum of 8 hours each week during Ryder's normal business hours at such scheduled times as agreed by the parties.

4. FUEL:

The party designated on Schedules A agrees to provide fuel for the Vehicles.

A. When Ryder is designated:

(1) Fuel, oil and lubricants will be provided from Ryder's facilities or at service stations designated by Ryder. The charges will be based on the Rated Fuel Cost including all fuel taxes and adjustments in the charges will be made as provided on Schedules A.

(2) If Customer purchases fuel from sources other than Ryder's facilities or designated service stations, Ryder will reimburse Customer for such fuel cost upon receipt of an itemized paid invoice. Such reimbursement shall not exceed the Rated Fuel Cost.

(3) Ryder will, where permitted by law, upon request of Customer, apply for fuel tax permits, prepare and file fuel tax returns, and pay the taxes imposed upon the purchase and consumption of fuel by Customer provided: (a) Customer shall provide Ryder weekly with all trip records, fuel tickets or invoices, and other records or documents relating to the use of the Vehicles necessary for the preparation of the fuel tax returns and Customer shall reimburse Ryder the amount of any additional charge, assessment, tax, or penalty, or credit disallowed as a result of untimely or improper furnishing of such documents or information by Customer, and (b) Customer shall reimburse Ryder all such fuel taxes paid on Customer's behalf by Ryder in excess of the fuel taxes which would have been payable had the fuel consumed been purchased in the state of consumption, except to the extent that Customer obtains fuel at places and in amounts specifically designated by Ryder on a Fuel Program signed by Ryder's District Manager.

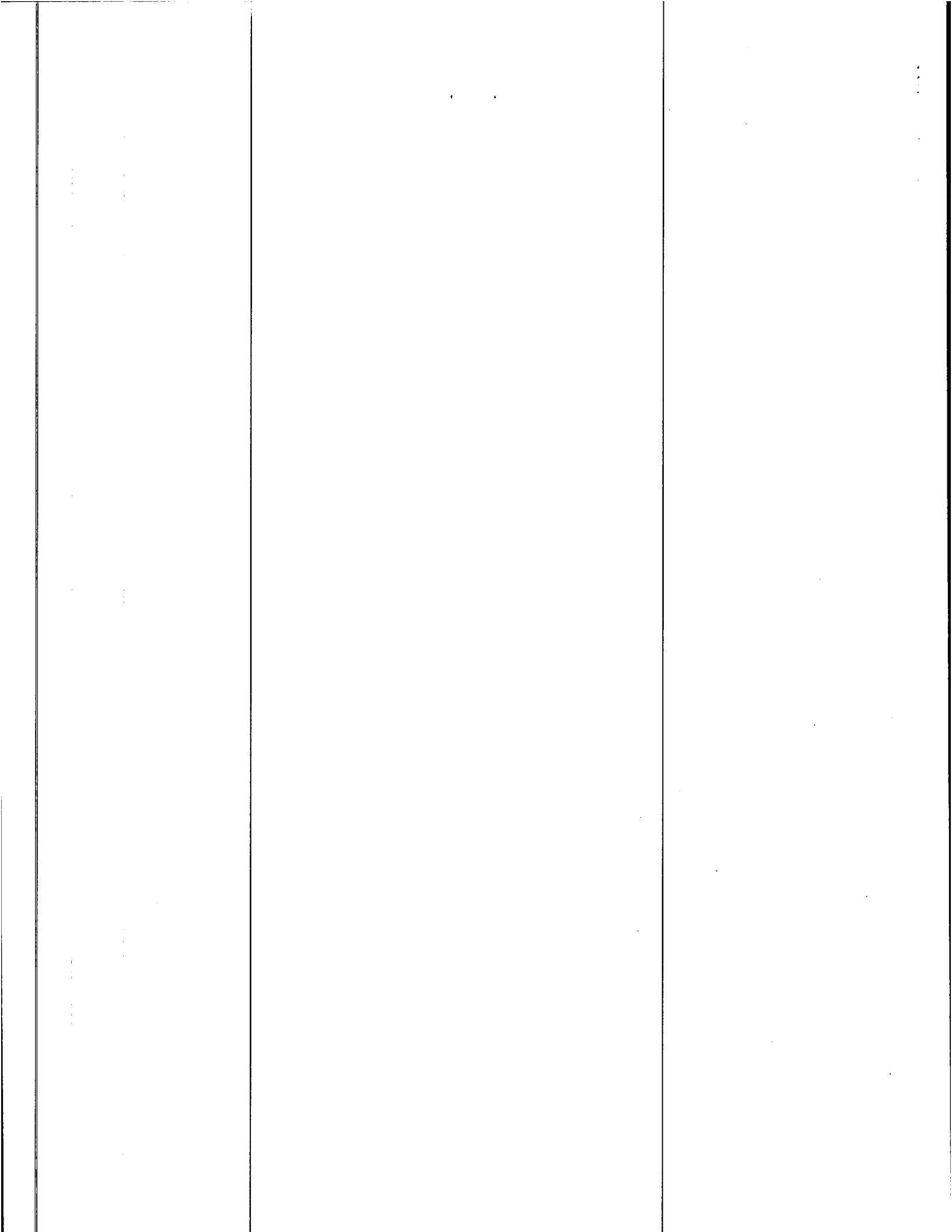
B. When Customer is designated:

Customer shall indemnify and hold Ryder harmless against any claims or loss resulting from Customer's failure to pay any fuel taxes.

5. LICENSES:

A. Ryder agrees to provide or pay for the state motor vehicle license for the licensed weight shown on Schedule A and personal property taxes for each Vehicle in the state of domicile, and federal highway use tax, where applicable, at the rates and method of assessment in effect on the date of execution of each Schedule A.

B. When permitted by law, Ryder will apply for such other vehicle licenses, prorate or state reciprocity plates as Customer may from time to time request at Customer's sole cost and expense.



C. Customer agrees to pay for any special license or pay any taxes required by Customer's business resulting from the operation and use of the Vehicles including mileage taxes, ton mileage taxes, highway or bridge tolls. Ryder shall have the right to pay or discharge any lien or encumbrance asserted against any Vehicle as a result of Customer's failure to pay any claim or assessment for any such taxes and Customer shall promptly reimburse Ryder for such payment.

6. SUBSTITUTION:

Ryder agrees to furnish a substitute vehicle at no extra charge for any Vehicle, other than those excepted below, which may be temporarily inoperable because of mechanical failure, the substitute to be as nearly as practicable the same size and appearance as the Vehicle, except that no special painting, lettering or other alterations need be made on the substitute vehicle. The substitute vehicle will be furnished to Customer whenever possible at the place at which the Vehicle was disabled and shall be returned by Customer to Ryder at the Ryder facility from which it was provided. Ryder shall have no obligation to furnish a substitute vehicle if the inoperable Vehicle is out of service for ordinary maintenance and service time, or is out of service because of damage resulting from collision or upset, or is specialized, or carries a truck body not owned by Ryder, is out of service for repair or maintenance of special equipment or accessories for which Ryder is not responsible, or is of a type Ryder does not have in its rental fleet. Ryder's failure to furnish a substitute vehicle within a reasonable time, where it is obligated hereunder to do so, shall cause the charges applicable to the inoperable Vehicle to abate until the Vehicle is returned to Customer's service or until a substitute is tendered to Customer. Ryder's liability in the event of such a failure shall be limited to the abatement of the charges for the inoperable Vehicle. A substitute vehicle, while in Customer's service, shall be subject to all the terms and conditions of this agreement. While a Vehicle is out of service because of damage resulting from collision or upset, Ryder will, at the request of Customer, rent Customer a replacement vehicle, if available from Ryder's rental fleet, at a rental rate equal to the charges applicable to the inoperable Vehicle. Irrespective of whether or not Customer rents a vehicle from Ryder while a Vehicle is out of service for repair of damage resulting from collision or upset, the charges applicable to the out of service Vehicle shall not abate.

7. DRIVERS:

A. Customer agrees to cause each Vehicle to be operated only by a safe, careful, properly licensed driver, at least 18, who shall be the employee or agent of Customer only, paid by and subject to Customer's exclusive direction and control. Customer agrees to reimburse Ryder in full for loss or damage to Vehicles, including related expenses, if such Vehicles are operated by drivers under 18. Upon receipt of a written complaint from Ryder specifying any reckless, careless or abusive handling of the Vehicle or any other incompetence by or of any driver, and requesting his removal as a driver of Vehicles, Customer will immediately remove such individual as a driver of Vehicles. In the event that Customer shall fail to do so, or shall be prevented from so doing by any agreement with anyone on the driver's behalf: (1) Customer shall, notwithstanding any other remedies of Ryder or provisions of this agreement, reimburse Ryder in full for any loss and expense sustained by Ryder for damage to any Vehicle when being operated by such individual and Customer shall release, indemnify and otherwise hold Ryder completely harmless from and against any claims or causes of action for death or injury to persons or loss or damage to property arising out of the use or operation of any Vehicle when being operated by such individual notwithstanding that Ryder may be designated on applicable Schedules A as responsible for furnishing and maintaining liability insurance, and (2) Ryder may at its election, and at any time thereafter upon 30 days prior written notice to Customer, terminate any liability insurance coverage provided by Ryder hereunder, and may, at its election, with respect to each Vehicle, increase the amount of Customer's physical damage responsibility to an amount equal to the agreed value calculated in accordance with Paragraph 11 as of the time of damage or loss.

B. Ryder agrees to assist Customer in developing a driver education and safety program.

C. Customer agrees that the Vehicles will not be operated by a driver in possession of or under the influence of alcohol or any drug which may impair his ability to operate the Vehicle, or in a reckless or abusive manner, or off an improved road, or on a flat tire, or improperly loaded, or loaded beyond the manufacturer's recommended maximum gross weight shown on Schedule A. Notwithstanding any other provision of this agreement, Customer agrees to reimburse Ryder in full for damages, including expenses, resulting from a violation of this provision. Customer will be responsible for all expenses of towing or removal of any mired Vehicle when not in Ryder's possession or on Ryder's premises.

8. CHARGES

A. Customer agrees to pay Ryder the fixed charge for each Vehicle in advance upon receipt of Ryder's invoice for same and to pay all other charges, specifically including, but not limited to, the mileage rate per mile provided for under this agreement within 10 days of the date of Ryder's invoice without deduction or setoff.

B. Mileage shall be determined from odometer readings. If the odometer fails to function, which failure Customer shall immediately report to Ryder in writing, the mileage for the period in which the failure existed may be determined at Ryder's option from (1) Customer's trip records, or (2) from the amount of fuel consumed and the miles per gallon record of Ryder averaged for the previous 30 days.

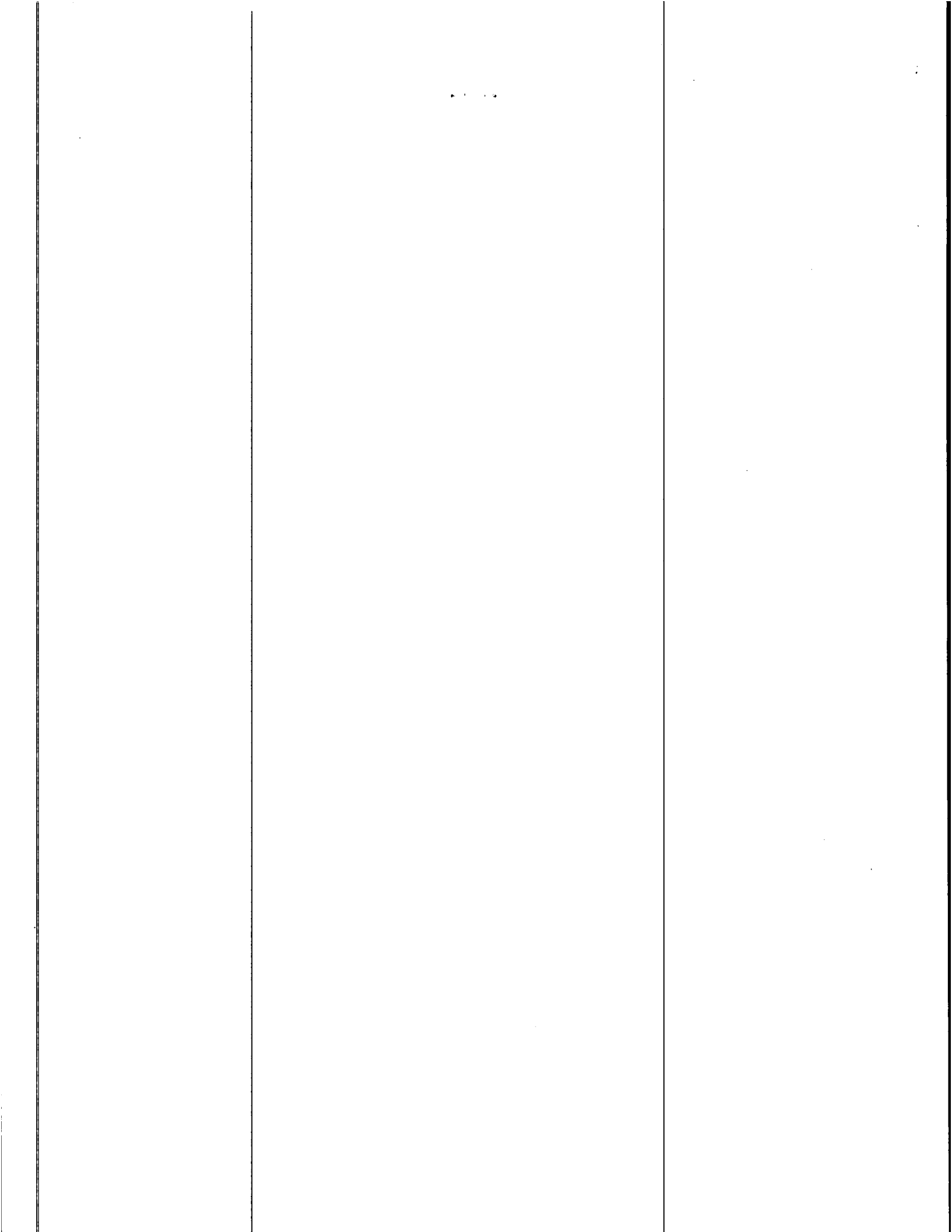
9. ADJUSTMENT OF CHARGES:

A. The parties recognize that the charges provided for in this agreement are based on Ryder's current cost of labor, parts and supplies. The cost of Ryder's operation may fluctuate after the date of execution of this agreement. Customer agrees that for each rise or fall of 1% in the Consumer Price Index (using a 1967 base period, published by the United States Bureau of Labor Statistics), above or below the base index figure on Schedule A, the fixed charge and mileage charge for each Vehicle, including those charges stated in the Mileage Guaranty, if any, shall be adjusted upward or downward as follows:

Vehicles with Fuel provided by Ryder:	1% of one-half of the total charges
Vehicles without Fuel provided by Ryder and Trailers:	1% of three-fourths of the total charges

B. Any and all subsequent adjustments for Vehicles shall be based on the charges stated on Schedule A. Adjustments in charges shall be effective on the first day of each calendar half year period and will be based on the latest index which has been published prior to such effective date. In the event the Consumer Price Index should be discontinued, another mutually agreeable cost adjustment index to adjust charges shall be agreed upon.

C. Customer agrees to pay for (1) any sales or use tax now or hereafter imposed upon the use of the Vehicle or on the rental or other charges accruing hereunder, (2) any increase in license or registration fees, including federal highway use tax, vehicle inspection fees, and personal property tax rates, or (3) any new or additional tax or governmental fees, adopted on the date of the execution of the applicable Schedule A by Customer, upon the fuel provided by Ryder.



(1). Standard policy of automobile liability insurance (hereafter Liability Insurance) with limits specified on each Schedule A shall be furnished and maintained by the party designated on Schedule A at its sole cost, written by a company satisfactory to Ryder covering both Ryder and Customer as insureds for the ownership, maintenance, use or operation of the Vehicles and any vehicle being provided as a substitute therefor. Such policy shall provide that coverage afforded cannot be cancelled or materially altered without 30 days prior written notice to both parties. The party designated shall furnish to the other party certificates to evidence compliance with this provision.

(2) Upon not less than 60 days prior written notice to Customer, Ryder shall have the right to terminate Liability Insurance coverage maintained by Ryder and Customer shall be obligated to procure and maintain Liability Insurance in the limits set forth on Schedule A as of the effective date of termination and the charges will be adjusted accordingly.

(3) If Customer is obligated to procure and maintain Liability Insurance and fails to do so, or fails to furnish Ryder the required evidence of insurance, Customer shall indemnify and hold Ryder harmless from and against any claims or causes of action for death or injury to persons or loss or damage to property arising out of or caused by the ownership, maintenance, use, or operation of any Vehicle, and Ryder is authorized but not obligated to procure such Liability Insurance, without prejudice to any other remedy Ryder may have, and Customer shall pay Ryder, as additional rental, the amount of the premium paid by Ryder.

(4) Customer agrees to release, indemnify, and hold Ryder harmless from and against any claims or causes of action for death or injury to persons, or loss or damage to property in excess of the limits of Liability Insurance, whether provided by Ryder or Customer, as indicated on Schedules A, arising out of or caused by the ownership, maintenance, use or operation of any Vehicle leased or furnished hereunder, and any such claims or causes of action which Ryder shall be required to pay as a result of any statutory requirements of insurance and which Ryder would not otherwise, pursuant to the terms hereof, be required to pay.

(5) Ryder will, where required and permitted by law, upon request of Customer, file State and/or Interstate Commerce Commission Certificates of Automobile Liability Insurance covering the Vehicles. Customer agrees to indemnify, defend, and save Ryder harmless from all claims, causes of action, suits and damages arising out of filing such documents for vehicles other than leased Vehicles.

(6) Customer further agrees to release and hold Ryder harmless for death or injury to Customer, Customer's employees, drivers, passengers or agents, arising out of the ownership, maintenance, use or operation of any Vehicle leased or furnished hereunder.

B. Physical Damage Responsibility

The party designated on Schedule A shall pay for loss or damage to any Vehicle subject to the following:

(1) In the event Ryder is designated:

a. Ryder will pay for loss or damage to each Vehicle in excess of the amounts specified on Schedules A EXCEPT (1) any willful damage to the Vehicle arising out of or in connection with any labor dispute; (2) conversion of any Vehicle by an agent or employee of Customer which shall not be considered theft within the terms of this provision; or (3) the loss by theft of tools, tarpaulins, accessories, spare tires and other such appurtenances. Customer shall pay up to the amount specified on Schedule A as deductible, for loss or damage to any Vehicle, including related expenses, from each occurrence and shall pay for all loss or damage to any Vehicle resulting from any perils specifically not assumed by Ryder herein.

b. Upon not less than 60 days prior written notice to Customer, Ryder shall have the right (1) to terminate any physical damage coverage procured and maintained by Ryder and (2) to increase Customer's Physical Damage Responsibility to an amount with respect to each Vehicle equal to the agreed value of such Vehicle computed in accordance with Paragraph 11 as of the time of damage or loss, and each of the charges specified on Schedule A, including those stated in the Mileage Guaranty, if any, shall be decreased accordingly.

c. In the event Ryder terminates physical damage coverage, Customer shall be obligated to procure and maintain physical damage coverage acceptable to Ryder and each of the charges shall be adjusted accordingly. Customer agrees to furnish Ryder certificates necessary to evidence compliance with this paragraph.

d. If Customer is obligated to procure and maintain physical damage coverage and fails to do so, or fails to timely furnish Ryder with evidence of such coverage, Customer agrees to reimburse Ryder all its loss, cost and expense resulting from loss of or damage to the Vehicles or any vehicle being used as a substitute therefor.

(2) In the event Customer is so designated:

a. Customer will pay for all loss or damage to any Vehicle or any vehicle being used as a substitute therefor, including related expenses arising from any cause, but Customer's liability shall not exceed the purchase price of the damaged Vehicle computed according to the provisions of Paragraph 11 at the time of such loss or damage.

b. Customer further agrees to furnish Ryder with a policy of insurance acceptable to Ryder with Ryder as a named insured or endorsed as a loss payee having a deductible amount not to exceed the amount specified on Schedule A, failing in which, Ryder may obtain such insurance and add the cost thereof pro rata to the charges for the Vehicles.

C. Notice of Accident

Customer agrees to notify Ryder immediately upon the happening of any accident or collision involving the use of a Vehicle by the speediest means of communication available and to cause the driver to make a detailed report in person at Ryder's office as soon as practicable, and to properly render all other assistance to Ryder and the insurer that is requested by either of them in investigation, defense or prosecution of any claims or suits.

D. Cargo Insurance

Customer agrees to release and hold Ryder harmless from liability for loss or damage to any goods or other property in or carried on any Vehicle whether such loss or damage occurs in Ryder's facility or elsewhere. Customer shall, at its sole expense, include Ryder as a named insured in any and all cargo or transportation or floater insurance policies covering Customer with respect to any loss or damage to such goods or property. Customer waives any legal right of recovery against Ryder for any such loss or damage. Customer shall reimburse Ryder for loss of any tools, tarpaulins, accessories, spare tires or other equipment furnished by Ryder.

E. Vehicle Theft or Destruction

If a Vehicle is lost or stolen and remains so for 30 days after Ryder has been notified, the lease as to such Vehicle shall then terminate provided all charges for such Vehicle have been paid to that date and provided any amounts due Ryder pursuant to Paragraph 10B have been paid. Ryder shall not be obligated to provide a substitute vehicle during said 30 day period. If a Vehicle is, in Ryder's opinion, damaged beyond repair, Ryder shall notify Customer within 30 days after Ryder has been advised of the loss. Upon receipt of Ryder's notice that the Vehicle has been damaged beyond repair, provided all charges for such Vehicle have been paid to that date and provided any amounts due Ryder pursuant to Paragraph 10B hereof have been paid, the lease as to such Vehicle shall then terminate.

11. TERMINATION:

A. Either party may terminate the lease of any Vehicle prior to expiration of its term on any anniversary date of its delivery date, other than the anniversary date on which the lease term expires, by giving to the other party at least 60 days prior written notice of its intent to do so. If termination is effected by Ryder, Customer shall have the right, but not the obligation, to purchase in accordance with Paragraph 11D all Vehicles with respect to which termination notice has been given on the termination date(s). If termination is effected by Customer, Customer shall at Ryder's option purchase in accordance with Paragraph 11D all Vehicles with respect to which termination notice has been given on the termination date(s).

B. In the event Customer shall become insolvent, file a voluntary petition in bankruptcy, make an assignment for the benefit of creditors, be adjudicated a bankrupt by any court of competent jurisdiction, permit a receiver to be appointed for its business, permit or suffer a material disposition of its assets, the lease of Vehicles shall terminate, at the election of Ryder. Upon written notice thereof sent to Customer, Ryder may at its option demand that Customer purchase within 10 days of termination any one or all of the Vehicles in accordance with Paragraph 11D without prejudice to other remedies Ryder may have under this Agreement and at law.

C. Breach or Default

(1) In the event Customer breaches or is in default of any of the provisions of this Agreement, Ryder may immediately, without notice or demand, take possession of the Vehicles, together with all equipment and accessories thereto, and Ryder shall be entitled to enter upon any premises where said Vehicles may be and remove same, retain or refuse to redeliver the Vehicles to Customer until such breach or default is cured, without any of such actions being deemed an act of termination and without prejudice to the other remedies Ryder may have, and Customer shall continue to be liable for all charges accruing during the period the Vehicles are retained by Ryder.

(2) In the event Ryder takes possession of or retains any Vehicle, and there shall, at the time of such taking or retention, be in, upon or attached to such Vehicle any other property, goods or things of value belonging to Customer or in the custody or control of Customer, Ryder is authorized to take possession of such items and either hold the same for Customer or place the same in public storage for Customer at Customer's expense.

(3) If Customer's breach or default continues for 7 days after written notice has been mailed to Customer, Ryder may terminate the lease of Vehicles. Upon termination, Ryder may demand that Customer purchase within 10 days of termination any or all of the Vehicles in accordance with Paragraph 11D without prejudice to other remedies Ryder may have under this Agreement and at law.

(4) Customer shall pay Ryder all Ryder's costs and expense, including reasonable attorney's fees, incurred in collecting amounts due from Customer or in enforcing any rights of Ryder hereunder.

D. In the event Customer (pursuant to Paragraph 11A) shall be required to purchase any of the Vehicles, or should Ryder (pursuant to Paragraph 11B or 11C) demand of Customer that it purchase any of the Vehicles, Customer shall purchase each Vehicle for cash at or within the time aforesaid for its Original Value as shown on Schedule A, less the total depreciation which has accrued for such Vehicle in accordance with Schedule A. Additionally, Customer will, at the time of purchase, pay Ryder for the amount of any unexpired licenses, applicable taxes, including personal property taxes and federal highway use taxes, and other prepaid expenses previously paid by Ryder for the Vehicles prorated to the date of sale and will be responsible for any sales or use tax arising from the purchase. Customer shall have no obligation or right to purchase any Vehicle as to which the term on Schedule A has expired.

12. ASSIGNMENT OF LEASE

This Agreement shall be binding on the parties hereto, their successors, legal representatives and assigns. Customer shall promptly notify Ryder in writing prior to all substantial changes in ownership or any material disposition of the assets of Customer's business. Customer does not have the right to sublease any of the Vehicles, nor to assign this Agreement or any interest therein without the prior written consent of Ryder.

13. FORCE MAJEURE

Ryder shall incur no liability to Customer for failure to supply any Vehicle, provide a substitute vehicle, repair any disabled Vehicle, or provide fuel for Vehicles; if prevented by a national emergency, wars, riots, fires, labor disputes, Federal, state, or local laws, rules; regulations, shortages (local or national), or fuel allocation programs, or any other cause beyond Ryder's control whether existing now or hereafter. Notwithstanding Ryder's inability to perform under such conditions, Customer's obligations hereunder shall continue.

14. NOTICES

All notices provided for herein shall be in writing and mailed to Ryder and Customer at their respective addresses set forth above or at such other addresses designated in writing by either party.

This Agreement shall not be binding upon Ryder until executed at its Miami Headquarters by a person duly authorized and shall constitute the entire agreement and understanding between the parties concerning the Vehicles, notwithstanding any previous writings or oral undertakings, and its terms shall not hereafter be altered by any oral agreement or informal writing, nor by failure to insist upon performance, or failure to exercise any rights or privileges, but alterations, additions, or changes in this Agreement shall be accomplished only by written endorsement hereon, or amendment hereto, or additional Schedules A made a part hereof duly executed by both parties.

15. ARTICLE HEADINGS in bold face type do not constitute any part hereof and shall not be considered in the interpretation hereof.

IN WITNESS WHEREOF, each of the parties hereto has caused these presents to be duly executed the day and year first above written.

RYDER TRUCK RENTAL, INC.

Harold M. Pitman Company

(Ryder)

(Customer)

By: T. Agreda

By: Barton E. Young

Name/Title T. AGREDA
SUPERVISOR CONTRACTS

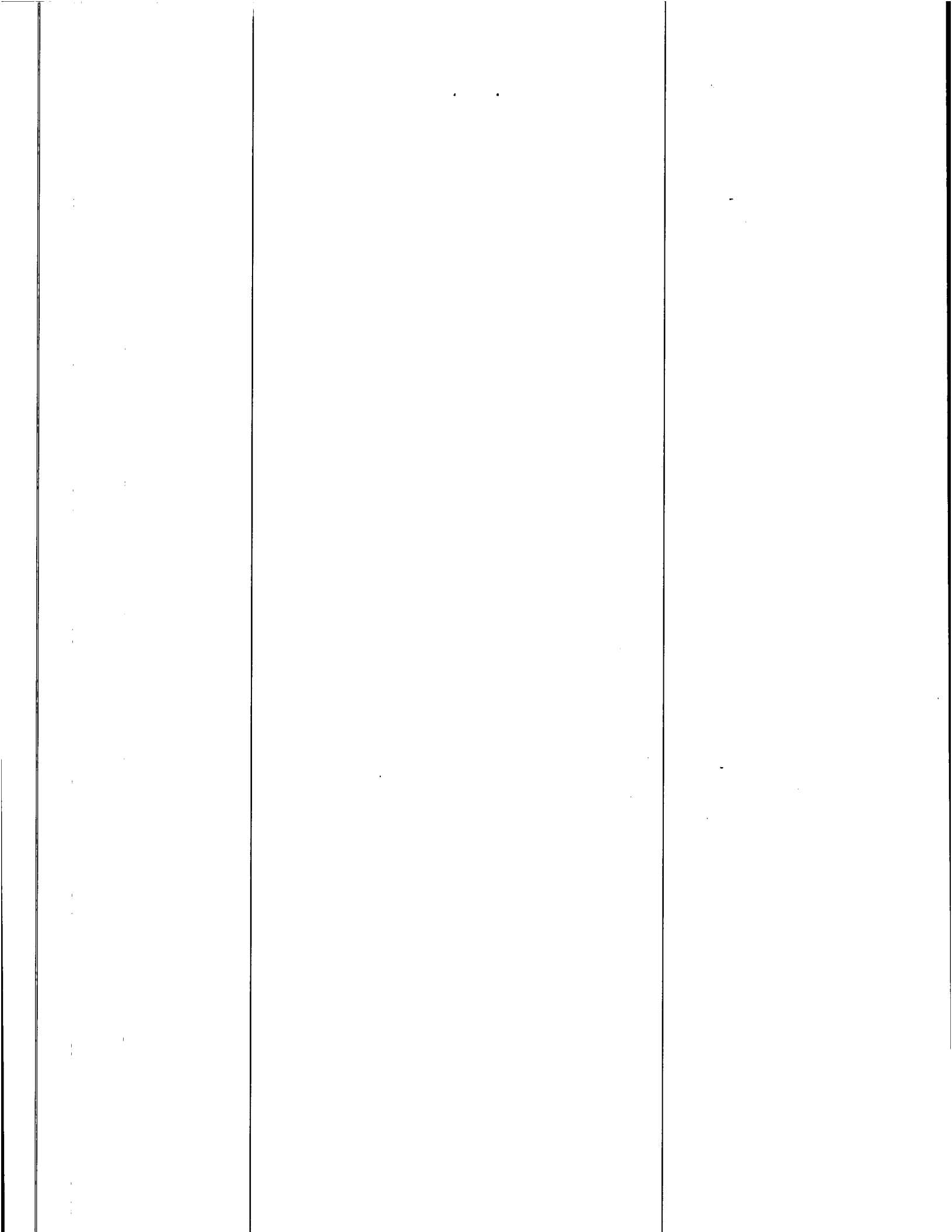
Name/Title Barton Young Branch Manager

Date: 7-15-83

Date: April 5, 1983

Witness: Amy B. Stoughton

Witness: [Signature]





**TRUCK LEASE & SERVICE AGREEMENT (TLSA)
SCHEDULE A**

Customer (Lessee) Name: PITMAN COMPANY	Customer Vehicle Domicile: Exton, PA	Lessee Number: 6117	
Ryder Service Location Number & Name: 3320 Valley Forge - 331 King Of Prussia, PA	Schedule No. 05-01	Schedule A Date: February 1st, 2005	TLSA Date: March 17th, 1983

1. **Vehicle:** This Schedule A shall cover the following 1 Vehicle(s):

Vehicle Information				
Ryder Unit No.	Customer Unit No.	Date of Delivery	Serial Number	Replaces Ryder Unit No.
1. 451757		11/22/05	1FVACXDC06HW49420	334459

The parties acknowledge and agree that certain information required to complete this Section may not be available upon execution of this Schedule and that Ryder will furnish any such information upon delivery of the Vehicle(s).

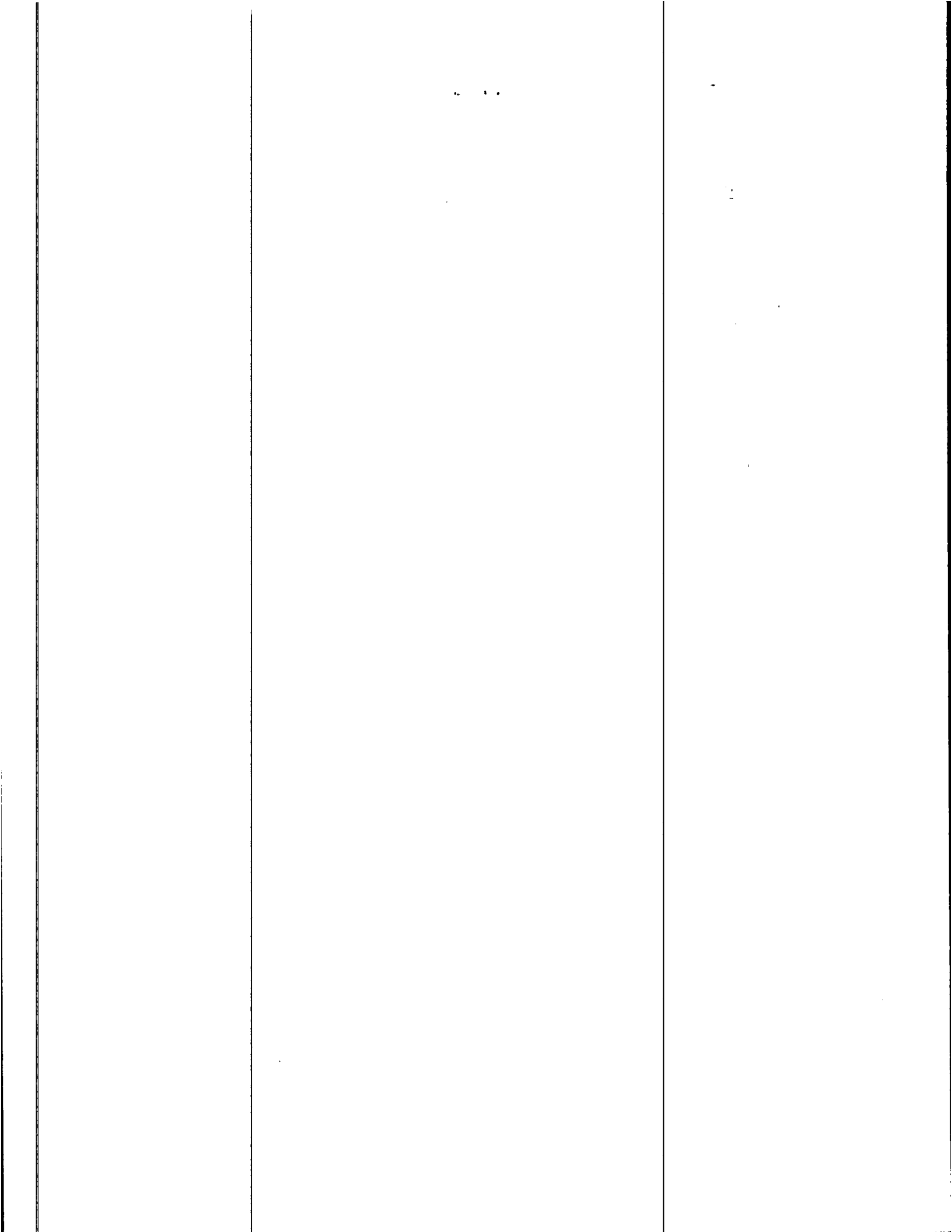
2. **Lease Terms:** The following terms shall apply to each Vehicle listed on this Schedule A:

Original Value:	\$78,576	Term In Months:	72
Monthly Depreciation:	\$644.03	Fixed Charge Per Month:	\$1,572.50
Max GCW/GVW and/or Licensed Weight:	52,000	Mileage Rate per Mile:	\$0.0800
Estimated Annual Miles:	50,000		

3. **Vehicle Component Information:** Each Vehicle listed on this Schedule A is comprised of the following components:

Component Information				
Component	Model Year	Description	Original Value	Monthly Depreciation
Cab/Chassis	2005	FRTL M2 106MD S/A ST TRK	\$66,271	\$547.65
Body	2005	Morgan GVSD97-28	\$9,545	\$74.76
Liftgate	2005	Waltco F30-RM	\$2,760	\$21.61

4. **Vehicle Lease:** The lease of each Vehicle listed on this Schedule A shall constitute a separate and independent lease agreement subject to the terms and conditions contained in: (i) the TLSA; (ii) any amendments to the TLSA; (iii) this Schedule A; and (iv) any other written agreement between Ryder and you regarding that Vehicle. Any reference to the TLSA contained in any of the foregoing documents shall be deemed to refer to each and every Vehicle lease. Payments relating to an invoice for multiple Vehicles will be allocated on a pro-rata basis among the covered Vehicles. The terms of this Schedule A apply to all Vehicles listed on this Schedule A and are part of each respective Vehicle lease. If there is a conflict between the terms of this Schedule A and any other terms of the TLSA, then the terms of this Schedule A will apply.
5. **Investment:** The Original Value, Monthly Depreciation and Fixed Charge Per Month listed above are based, in part, upon the manufacturer's quoted price as of the date you execute this Schedule A. If the manufacturer's quoted price increases prior to the Date of Delivery of a Vehicle, then you agree that for each \$50 increase in price (or fraction thereof), Original Value shall be increased by \$50.00, Monthly Depreciation shall be increased by \$0.65, and the Fixed Charge per Month shall be increased by \$1.30.
6. **Original Identification Cost:** \$300. If this amount varies by \$50.00 or more in price, the Original Value, Monthly Depreciation and Fixed Charge per Month will be adjusted as indicated in (5) above.



7. **Estimated Annual Mileage:** You may not operate any Vehicle more than 10 % in excess of the Estimated Annual Miles in any year of the lease term. If during any year of the lease term, the actual miles on any Vehicle exceeds the Estimated Annual Mileage listed on this Schedule A by 10 %, then, in addition to all other rights and remedies hereunder, Ryder will assess a surcharge of \$0.1500 per mile for all miles over the Estimated Annual Mileage and you agree to pay this surcharge in addition to all other amounts due Ryder within the time provided in the TLSA. You will not be entitled to a credit or carry forward if actual annual miles is less than its Estimated Annual Mileage.
8. **Estimated Annual Engine Hours for Refrigerated Trailers and Straight Trucks ("Refrigerated Vehicles"):** Not Applicable.
9. **Estimated Annual Standby Refrigeration:** Not Applicable
10. **The CPI Base Index:** Is (to be determined). The Base Index shall be the current index as of the Date of Delivery.
Exposure %: Notwithstanding anything in the TLSA to the contrary, only 50 % of the Fixed Charge Per Month and 100 % of the Mileage Rate Per Mile on the Vehicles listed on this Schedule A shall be subject to adjustment in accordance with the TLSA.
Effective Date of Adjustments: January first.
Delayed Implementation: Notwithstanding anything in the Vehicle lease to the contrary, the Fixed Charge Per Month, Mileage Rate Per Mile and Refrigerated Maintenance Rate Per Hour on each Vehicle listed on this Schedule shall not be adjusted until 12 months after its Date of Delivery.
11. **Per Vehicle Annual Allowances:** The allowances described below are included in the Fixed Charge Per Month. If the actual cost of any item(s) listed below, including any costs incurred in states other than those listed, exceeds the annual allowance amount for that item, then you agree to pay Ryder the excess, in addition to all other lease charges.

Description	Annual Allowance Amount
Vehicles listed on this Schedule A operate in State(s) of: PA	
State Motor Vehicle License, Registration and Inspection fees	\$840
IFTA / Mileage Tax Permits	\$0
Federal Heavy Vehicle Use Taxes	\$0
Personal Property Taxes	\$0

12. **Vehicle Related Services:**

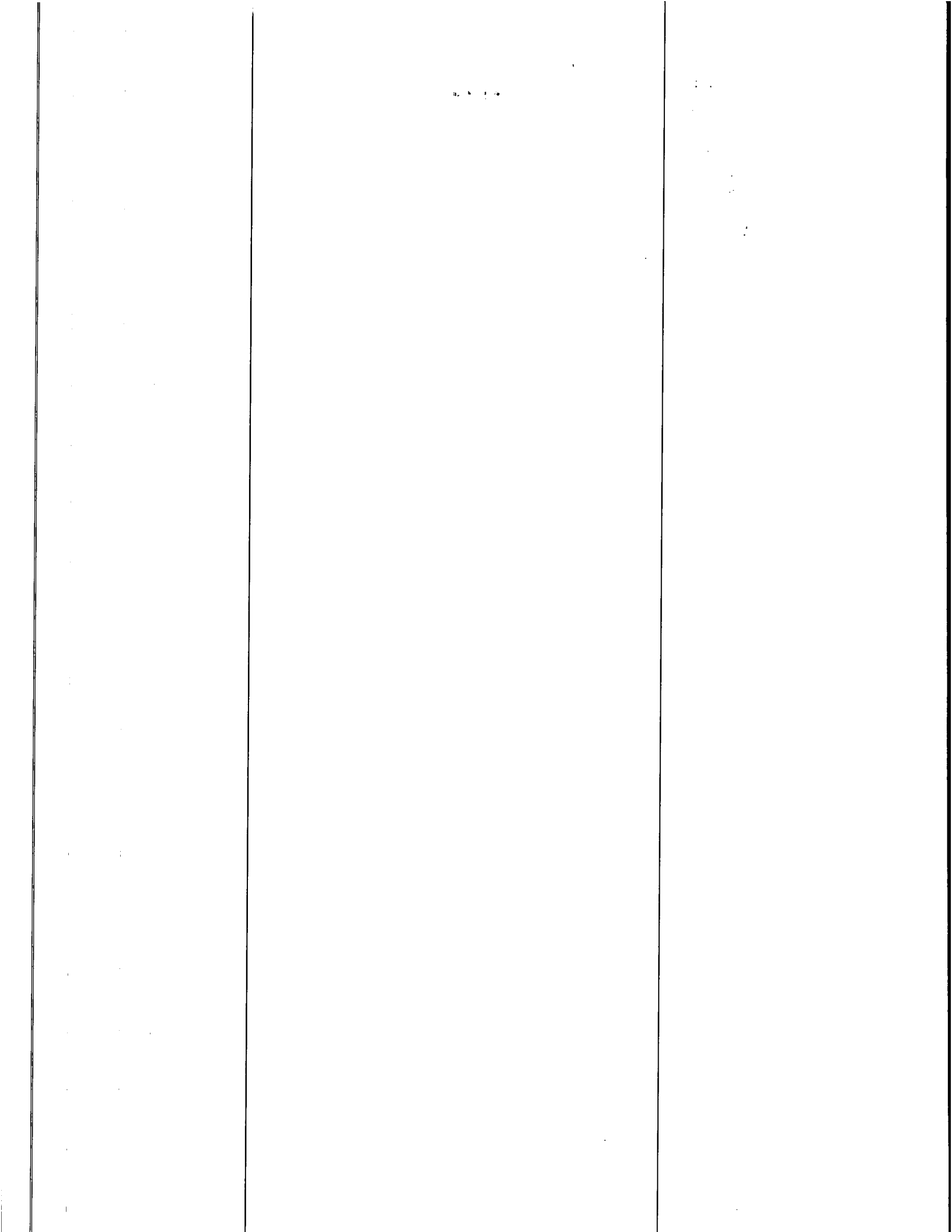
Vehicle Related Services	Provided By/Comments
Substitute Vehicles	Ryder
Exterior Washing	Ryder
Safety Services	Ryder
Licensing	Ryder
IFTA/Mileage Tax Permitting & Reporting	Ryder
Other Services	None

13. **Fuel:** Ryder will provide fuel for the Vehicles and charge you for any fuel it provides in accordance with the terms of the TLSA and in addition to all other lease charges. You will be responsible for the cost of any fuel obtained from sources other than Ryder or Ryder's designated facilities. If your account is past-due, Ryder may elect to stop providing fuel to you 3 days from the date that Ryder sends written notice to you.
14. **Party Responsible for Liability Insurance:** You. Combined Single Limits \$1,000,000 per occurrence. Ryder Truck Rental LT and Ryder Truck Rental, Inc. shall each be an additional insured under your Liability Insurance policy and a beneficiary of your indemnities in accordance with the TLSA.
15. **Party Responsible for Physical Damage Insurance:** You shall be responsible for all loss or damage to the Vehicles in accordance with the TLSA. If a Vehicle is lost, stolen or damaged beyond economic repair, then you agree to pay Ryder its purchase price at the time of loss and related costs and expenses as determined under the TLSA.

Other:

General: This Schedule A contains information regarding each Vehicle selected by you and is a part of the TLSA. When you sign this Schedule A, you authorize Ryder to obtain the Vehicle(s) listed on this Schedule A and agree to take delivery of them. The Lease Term for the Vehicle(s) will begin when Ryder tenders it to you and will continue for the period specified on this Schedule A unless the Lease Term is terminated earlier as permitted by the TLSA.

Additional Services: Except for the lease charges listed on this Schedule A, all charges for goods and services under the TLSA, including any services subcontracted by Ryder, will be billed per Ryder's retail sales and service procedures and charges then in effect.



Disclaimer of Warranties. RYDER MAKES NO EXPRESS OR IMPLIED WARRANTY REGARDING THE VEHICLES, CHARGES OR ANY OTHER MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A SPECIAL OR PARTICULAR PURPOSE.

Waivers. CUSTOMER WAIVES AND RELEASES RYDER FROM ANY CLAIMS OR LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS. BOTH RYDER AND CUSTOMER WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY SUIT RELATING TO THE TRANSACTIONS CONTEMPLATED BY THE TLSA.

Default on Rental or Return. If you are in default under any rental agreement with Ryder, you will also be in default under the TLSA. If you are in default under the TLSA, you will also be in default under any rental agreement with Ryder.

Hold-over Lease. If you operate any Vehicle after its lease term has ended, the terms of the TLSA will apply to the hold-over lease, but Ryder will have the right to terminate the hold-over lease seven (7) days after Ryder sends you written notice (but Ryder will not be required to send you notice prior to such a termination if you have failed to cure an outstanding default under the TLSA or if Ryder has previously sent you a termination notice covering that Vehicle).

Confidentiality. You agree to maintain the confidentiality of the terms and rates contained in the TLSA and agree not to disclose our rates and terms unless required by law.

Indemnity Survival. All of the defense, release, indemnification, insurance and hold harmless provisions in the TLSA shall survive the termination or expiration of the TLSA for any reason.

**RYDER TRUCK RENTAL, INC., d/b/a
RYDER TRANSPORTATION SERVICES**
(Ryder)

By: 

Name: Bill Dawson

Title: General Manager

Date: 6-29-05

Witness: Jane Sweeney

PITMAN COMPANY

(Customer/You)

By: Mark Grandizio

Name: Mark Grandizio

Title: Operations Manager

Date: 2/11/05

Witness: Charles Cooper

Ryder Commercial Leasing & Services, Inc.
Ryder System, Inc.
6000 Windward Parkway
Alpharetta, GA 30005

RYDER

November 30, 2010

Clerk of the Bankruptcy Court
U.S. Bankruptcy Court District of Delaware
Marine Midland Plaza, 5th floor
824 Market Street
Wilmington, DE 19801

FILED
2010 DEC 20 AM 11:43
CLERK COURT
U.S. BANKRUPTCY COURT
DISTRICT OF DELAWARE

Re: CUSTOMER: HMP Services Holding, Inc. dba Harold M Pitman Company
CASE # : 10-13619-BLS

Dear Sir:

We enclose herewith-executed proof of claim on subject.

Please return one copy of the proof of claim marked "filed" for our records in the self-addressed stamped envelope provided.

It is requested that all notices pertaining to the subject cause be forwarded to this office.

Respectfully,

RYDER TRUCK RENTAL, INC.

Jennifer Morris

Credit & Collections
Enclosure

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