

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

HMP Services Holding Sub III, LLC, et al. Claims Processing Center
 c/o Epiq Bankruptcy Solutions, LLC
 FDR Station, P.O. Box 5082
 New York, NY 10150-5082

PROOF OF CLAIM

Filed: USBC - District of Delaware
 HMP Services Holding, Et Al.
 10-13618 (BLS) 000000026

Name of Debtor Against Which Claim is Held HMP Services Holding, Inc.	Case No. of Debtor 10-13619
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FOR COURT USE ONLY

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 and address of Creditor: (and name and address where notices should be sent if different from Creditor)

HMP BDN POC 12-20-2010 (LIST2002,REC2002) 17****
 PETERSON & MYERS, P.A.
 ROBERT E. PUTERBAUGH, ESQUIRE
 COUNSEL TO RUTHVEN BUSINESS PARK II, LLC
 225 EAST LEMON STREET
 SUITE 300
 LAKELAND, FL 33801-4627

863-683-6511 **RPuterbaugh@PetersonMyers.com**
 Telephone number: Email Address:

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

Court Claim Number: _____
 (If known)

Filed on: _____

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

Telephone number: _____ Email Address: _____

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.

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

1. Amount of Claim as of Date Case Filed: \$ **49,482.48**
 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.
 If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9), complete Item 6.

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

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.

Specify the priority of the claim:

2. Basis for Claim: **Lease Payments Due Thru 11-24-10**
 (See instruction #2 on reverse side.) **(See Attached)**

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

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).

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

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).

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

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

Amount entitled to priority: \$ _____

3. Last four digits of any number by which creditor identifies debtor:
 3a. Debtor may have scheduled account as: **Ruthven Business Park II, LLC.**
 (See instruction #3a on reverse side.)

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.

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: \$ _____ Amount Unsecured: \$ _____

6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9): \$ _____
 (See instruction #6 on reverse side.)

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

8. 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 8 and definition of "redacted" on reverse side.)
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.
 If the documents are not available, please explain:

Date: **12-30-10**

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. **Ruthven Business Park II, LLC**

FOR COURT USE ONLY

FILED / RECEIVED

JAN - 4 2011

EPIQ BANKRUPTCY SOLUTIONS, LLC

Pitman's Outstanding Balance

	<u>Base Rent</u>	<u>Tax</u>	<u>Late Chrg</u>	<u>LC Tax</u>	<u>Total Amount</u>
Aug 2010	\$ 13,575.00	\$ 950.25	\$ 678.75	\$ 47.51	\$ 15,251.51
Sep 2010	\$ 13,576.00	\$ 950.32	\$ 678.80	\$ 47.52	\$ 15,252.64
Oct 2010	\$ 13,577.00	\$ 950.39	\$ 678.85	\$ 47.52	\$ 15,253.76
Nov 2010	\$ 10,862.40	\$ 760.37	\$ 543.12	\$ 38.02	\$ 12,203.91
					<u>\$ 57,961.81</u>
Interest 12%					\$ 6,955.42
					<u>\$ 64,917.23</u>
Deposit on hand					\$ 15,434.75
					<u>\$ 49,482.48</u>
Attorney Fees					
Total Amount Due					\$ 49,482.48

THIS LEASE AGREEMENT SHALL NOT BE BINDING ON EITHER THE LESSOR OR LESSEE UNTIL SUCH TIME AS BOTH PARTIES HAVE EXECUTED THIS LEASE AND THE LESSOR SHALL HAVE THE RIGHT TO LEASE THE PREMISES TO OTHERS UNTIL THE LEASE HAS BEEN EXECUTED BY THE LESSOR.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into on this 23rd day of June 2005 by and between:

"LESSOR"

RUTHVEN BUSINESS PARK II, LLP Name
Post Office Box 2420, Lakeland, Florida 33806-2420; and

"LESSEE"

PITMAN COMPANY Name
() Corporation () Partnership () Individual
Phone: 800-526-5441 Fax: 770-428-7828 Cell: 404-993-4165

721 Union Boulevard Totowa, NJ 07512
Street Address City, State

Same as above
Mailing Address City, State

In consideration of the rents herein reserved and of the covenants, agreements, and conditions herein contained to be kept and performed by the parties hereto, Lessor and Lessee agree as follows:

1. Lease and Description of Premises. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, for the term, at the rental, and upon all of the conditions set forth herein the premises known as:
3115 Drane Field Road, Lakeland, Florida 33811
Unit(s) 23-29 Lakeland, Florida, containing approximately 20,000 square feet of warehouse space and 2,400 square feet of office space (the "Premises").

2. Term. The term of this Lease shall be for Seven (7) years, commencing October 1, 2005, and ending at midnight September 30, 2012 (the "Lease Term"), unless sooner terminated pursuant to any provision hereof. Occupancy may commence September 1, 2005 and the effective date of this Lease for the accrual and payment of rent shall be October 1, 2005. Construction will be completed on or before October 15, 2005.

3. Rental. Lessee hereby covenants and agrees to pay Lessor as rental for the demised Premises the following amounts, plus Florida sales tax:

MONTHLY

<u>YEAR</u>	<u>RENT</u> +	<u>SALES TAX</u> =	<u>TOTAL PER MONTH</u>
10/1/2005 - 9/30/2006	\$12,400.00	\$868.00	\$13,268.00
10/1/2006 - 9/30/2007	\$12,400.00	\$868.00	\$13,268.00
10/1/2007 - 9/30/2008	\$12,780.00	\$894.60	\$13,674.60
10/1/2008 - 9/30/2009	\$13,175.00	\$922.25	\$14,097.25
10/1/2009 - 9/30/2010	\$13,575.00	\$950.25	\$14,525.25
10/1/2010 - 9/30/2011	\$14,000.00	\$980.00	\$14,980.00
10/1/2011 - 9/30/2012	\$14,425.00	\$1,009.75	\$15,434.75

*Sales Tax Subject to Change

The first 30 days after receipt of Certificate of Occupancy will be rent-free.

Office build-out will be completed per the attached drawings at Lessor's expense.

In addition, at Lessor's expense, Lessor will seal the warehouse floor, pressure wash walls, clean warehouse fans and the existing lighting and warehouse fans will be in good operation at time of occupancy.

Lessor will be responsible for obtaining a Certificate of Occupancy for the office build-out. No additional Certificate of Occupancy is required other than for the office build-out. Lessor and Lessee agree that because of Pitman's occupation, the Fire Department is reviewing the build-out plans. In the event the Lakeland Fire Department or City of Lakeland requires additional construction expense such as a fire wall being modified from a one-hour to a two, three or four-hour wall, Lessee will be responsible for the additional construction costs.

Expense Stop Provision. -In addition to the Monthly Rent required to be paid pursuant to the provisions of subparagraph (a) hereof, the Lessee, for each year of this Lease, shall also pay to Lessor as additional rent, together with any applicable sales tax, commencing in the second year of the Lease for each year of the Lease through the end of the term of the Lease, the amount of any increase from the first year of the Lease in the real property taxes, the cost of insurance and the utilities, if the utilities are not separately metered to Lessee. Lessor shall have the option of invoicing Lessee either (i) monthly at the end of each month for any increase in the expenses, or (ii) annually at the end of each year of the Lease. If invoiced monthly, any amounts due will be due and payable at the time the monthly rent is paid, and if invoiced annually, such amount shall be paid within thirty (30) days of the date the Lessor mails or delivers an invoice for such amounts to the Lessee. The Lessee shall also pay any sales tax applicable to any amounts due hereunder.

Receipt is hereby acknowledged of the payment of Twelve thousand four hundred dollars and no cents (\$12,400.00), representing the first month's rent, plus Florida sales tax in the amount of Eight hundred sixty-eight dollars and no cents (\$868.00), a security deposit ("Deposit") of Fifteen thousand four hundred thirty-four dollars and seventy-five cents (\$15,434.75) for a total of Twenty-eight thousand seven hundred two dollars and seventy-five cents (\$28,702.75), paid in advance. The Deposit shall be equivalent to the last month's rent plus sales tax. The Deposit shall be held by the Lessor as security to be applied against any damage or repair to the Premises by Lessee or other obligations of the Lessee at the completion of the Lease Term. The Deposit will not be applied to the last month's rent.

4. Option to Renew. Lessor grants to Lessee, subject to the conditions set forth below, the right and option to renew this Lease for One (1) term of Five (5) years each as follows:

<u>YEAR</u>	<u>RENT +</u>	<u>SALES TAX</u>	<u>= TOTAL PER MONTH</u>
10/1/2012 - 9/30/2013	\$14,900.00	\$1,043.00	\$15,943.00
10/1/2013 - 9/30/2014	\$15,400.00	\$1,078.00	\$16,478.00
10/1/2014 - 9/30/2015	\$15,900.00	\$1,113.00	\$17,013.00
10/1/2015 - 9/30/2016	\$16,400.00	\$1,148.00	\$17,548.00
10/1/2016 - 9/30/2017	\$16,900.00	\$1,183.00	\$18,083.00

If Lessee exercises this option, Lessor shall continue to hold the Deposit.

Except as provided above, and otherwise subject to and on all of the terms and conditions herein contained, all other terms and conditions of this Lease are to be and remain in full force and effect. The option to renew the Lease must be exercised by Lessee giving Lessor written notice at least ninety (90) days prior to the expiration of the Lease term then in existence, but Lessee shall in no event be entitled to renew the term hereof, even though such notice is timely given, unless Lessee shall have timely performed all of its material obligations hereunder, and shall not then be in default in the performance of any terms of this Lease.

5. Late Charge: Any installment of rent accruing under the provisions of this Lease that is not paid when due shall be subject to a late charge of the greater of: (i) Twenty-five Dollars (\$25.00) or (ii) five percent (5%) of the monthly rent, plus Florida State sales tax. All rent is due on the first day of each month and is late and subject to the foregoing late charge if not received by the Lessor on or before the fifth (5th) day of each month. In the event a check is returned to Lessor by a financial institution for any reason, the Lessee shall pay late charges as if the check had not been delivered to the Lessor, together with a return check charge of Twenty-Five and No/100 Dollars (\$25.00), plus sales tax, if applicable.

6. Date and Place of Payment: Lessee shall pay Lessor the monthly rental in advance on the first day of each and every month without demand and at any place that shall be designated in writing by Lessor. Until notice is furnished to the contrary, the rental shall be mailed to Lessor at Post Office Box 2420, Lakeland, Florida 33806-2420.

7. Use of Premises.

(a) Use. The Premises shall be used and occupied only for distribution and for no other purpose.

(b) Compliance with Law. Lessor warrants to Lessee that the Premises, in its existing state but without regard to the use for which Lessee will use the Premises, does not violate any applicable building code, regulation, or ordinance at the time this Lease is executed. In the event it is determined that this warranty has been violated, then it shall be the obligation of the Lessor, after written notice from Lessee, at Lessor's sole cost and expense, to promptly correct any such violation.

Except as provided in the preceding paragraph, Lessee shall, at Lessee's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, restrictions of record, and requirements in effect during the term or any part of the term hereof regulating the use by Lessee of the Premises, including furnishing and maintaining the required number of fire extinguishers as may be required by law, regulation, rule, or any insurance provider for the operation of Lessee's business. Lessee shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance.

(c) Suitability of Premises. Lessee acknowledges that neither Lessor nor Lessor's agent have made any representation or warranty as to the suitability of the Premises for the conduct of Lessee's business. Upon taking occupancy of the Premises, Lessee acknowledges acceptance of the Premises in its then existing state, including the personal property, fixtures and equipment Lessee is required to maintain pursuant to paragraph 8(b) hereof, with the exception of any improvements which have not been completed and which are the responsibility of the Lessor, pursuant to a floor plan of the Premises provided by Lessor in writing or any other written plans for improvement approved by Lessor in writing prior to occupancy by Lessee.

8. Maintenance Repairs and Alterations.

(a) Lessor's Obligations. Subject to the provisions of Paragraphs 7(b) and 10, and except for damage caused by any negligent or intentional act or omission of Lessee, Lessee's agents, employees, or invitees, in which event Lessee shall repair the damage, Lessor, at Lessor's expense, shall keep in good order, condition, and repair the foundations, exterior walls, and the exterior roof of the Premises. Lessor shall have no obligation to make repairs under this paragraph until a reasonable time after receipt of written notice of the need for such repairs. Lessee shall not make or cause to be made any repairs to the Premises except as required of the Lessee by the terms of this Lease and shall in no event cause such repairs to be made at Lessor's expense.

(b) Lessee's Obligations.

Subject to the provisions of Paragraphs 7(b), 8(a), and 10, Lessee, at Lessee's expense, shall keep in good order, condition, and repair, including, if necessary, replacing any interior plumbing, fixtures, the heating and air conditioning system and equipment, whether located inside or outside the Premises, and other items required to be maintained by Lessee, the Premises and every part thereof (whether or not the damaged portion of the Premises or the means of repairing the same are reasonably or readily accessible to Lessee, and whether or not the damage was the result of the elements or otherwise), including, without limiting the generality of the foregoing, all plumbing, heating, air conditioning, including changing filters monthly, ventilating, electrical and lighting facilities and equipment within the Premises, including fixtures and bulbs and ballasts, interior walls and interior surface of exterior walls, ceilings, windows, interior and exterior doors, overhead doors, keys, locks, door closures and plate glass located within the Premises, and the septic tank. In the event only part of the building is leased by Lessee, the cost of the maintenance of the septic tank shall be shared with the other tenants of the building on a pro rata basis based on the number of square feet leased by each tenant to the total rentable square feet occupied in the building. Lessee agrees that, subsequent to the execution of this Lease and for its term (and any renewal thereof), and completion of any improvements required by Paragraph 7(c), Lessee shall be solely responsible for the cost of additional improvements or safety equipment (i.e., fire alarms, extinguishers or sprinklers) should such be required by law, code, ordinance, zoning, governmental authority or fire or hazard insurer. Lessee expressly waives the benefit of any statute now or hereafter in effect which would otherwise afford Lessee the right to make repairs at Lessor's expense or to terminate this Lease because of Lessor's failure to keep the Premises in good order, condition, and repair. Lessee shall be responsible for pest control on the Premises. Lessee will be limited to a maximum of \$5,000 of sprinkler repair per occurrence unless damage was caused by Lessee or its employees.

If Lessee fails to perform Lessee's obligations under this Paragraph 8(b), Lessor may, at Lessor's option, enter upon the Premises after ten (10) days' prior written notice to Lessee, and put the same in good order, condition, and repair, and the costs thereof, together with interest thereon at the rate of twelve percent (12%) per annum, shall be due and payable as additional rent to Lessor, together with Lessee's next rental installment or Lessor may declare this Lease in default and pursue Lessor's remedies as provided herein.

On the last day of the term hereof or on any sooner termination, Lessee shall surrender the Premises to Lessor in the same condition as received, broom clean, ordinary wear and tear excepted. Lessee shall repair any damage to the Premises occasioned by the removal of its trade fixtures, furnishings, and equipment pursuant to Paragraph 8(c), which repair shall include the patching and filling of holes and repair of any structural damage.

(c) Alterations and Additions.

Lessee shall not, without Lessor's prior written consent, make any alterations, improvements, additions, or utility installations in, on, or about the Premises. As used in this paragraph, the term "Utility Installation" shall mean ducting, power panels, wiring, fluorescent fixtures, space heaters, conduits, air conditioning, and plumbing. Lessor may require that Lessee remove any or all of said alterations, improvements, additions, or Utility Installations at the expiration of the term, and restore the Premises to their prior condition. In the event Lessee proposes to make any improvements, the cost of which shall exceed Fifteen Thousand and No/100 Dollars (\$15,000.00), Lessor may require Lessee to provide Lessor, at Lessee's sole cost and expense, a payment and performance bond (the "Bond") in an amount equal to the cost of such improvements. Should Lessee make any alterations, improvements, additions, or Utility Installations without the prior approval of Lessor. Lessor may require Lessee to remove any or all of such.

The interest of the Lessor in the Premises shall not be subject to any liens for improvements made by the Lessee. A notice of this limitation on liens may be recorded by the Lessor in the public records of Polk County, Florida. As required by Section 713.10, Florida Statutes (1997), the Lessee shall notify any contractors and subcontractors making improvements to the Premises of this limited liability provision.

Any alterations, improvements, additions, or Utility Installations in, on, or about the Premises that Lessee shall desire to make and which require the consent of Lessor shall be presented to Lessor in written form, with proposed detailed plans. If Lessor shall give its consent, the consent shall be deemed conditioned upon Lessee acquiring a permit to do so from appropriate governmental agencies, the furnishing of a copy thereof to Lessor prior to the commencement of the work, the compliance by Lessee of all conditions of said permit in a prompt and expeditious manner and furnishing the Bond, as required hereunder.

Lessee shall be responsible for all costs of labor and materials resulting from improvements made on the Premises. The interest of the Lessor in the Premises shall not be subject to any liens for improvements made by the Lessee. A notice of this limitation on liens may be recorded by the Lessor in the public records of Polk County, Florida. Pursuant to Section 713.10, Florida Statutes (1997), the Lessee shall notify any contractor or subcontractor making improvements to the Premises of this limited liability provision.

Unless Lessor requires their removal, as set forth in Paragraph 8(c), all alterations, improvements, additions, and Utility Installations (whether or not such Utility Installations constitute trade fixtures of Lessee), which may be made on the Premises, shall become the property of Lessor and remain upon and be surrendered with the Premises at the expiration of this Lease. Notwithstanding the provisions of this paragraph, Lessee's machinery and equipment, other than that which is affixed to the Premises so that it cannot be removed without material damage to the Premises, shall remain the property of Lessee and may be removed by Lessee subject to the provisions of Paragraph 8(b).

(d) No Violation of Roof. Lessee shall not do anything to violate the warranty, if any, of the roof by piercing, cutting, or altering the roof, nor shall Lessee place equipment, machinery, structures, or any other thing upon the roof without the express written consent of Lessor. Lessee shall not hang any equipment or improvements to or to be attached to the roof, truss work, or columns of the Premises without the prior written consent of Lessor. Notwithstanding the written consent of Lessor as described in this paragraph, and notwithstanding the Lessor's obligations for repair of the roof set forth in Paragraph 8(a) of this Lease, Lessee shall be responsible for immediately repairing (to Lessor's reasonable satisfaction) any leak that results from any piercing, cutting, or altering of the roof or the placement of equipment, machinery, structures, or any other thing upon or attached or hung from or to the roof by Lessee, if any such leak occurs during the term of this Lease or any time during the three (3) months immediately following the expiration or termination of this Lease.

9. Insurance: Indemnity.

(a) Liability Insurance. Lessee shall, at Lessee's sole expense, obtain and keep in force during the term of this Lease a policy of combined single limit, bodily injury, and property damage insurance insuring Lessor and Lessee against any liability arising out of the ownership, use, occupancy, or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be a combined single limit policy in an amount not less than One Million Dollars (\$1,000,000.00). The policy shall contain cross liability endorsements and shall insure performance by Lessee of the indemnity provisions of this Paragraph 9. The limits of said insurance shall not, however, limit the liability of Lessee hereunder. If Lessee shall fail to procure and maintain said insurance, Lessor may, but shall not be required to, procure and maintain the same, at the expense of Lessee. Not more frequently than each year, if, in the reasonable opinion of the Lessor, the amount of the liability insurance required hereunder is not adequate, Lessee shall increase said insurance coverage as required by Lessor, provided, however, that in no event shall the amount of the liability insurance increase be more than fifty percent (50%) greater than the amount thereof during the preceding year of the term of this Lease. However, the failure of Lessor to require any additional insurance coverage shall not be deemed to relieve Lessee from any obligations under this Lease.

(b) Property Insurance. Lessor shall obtain and keep in force during the term of this Lease a policy or policies covering loss or damage to the Premises, but not Lessee's fixtures, equipment, or tenant improvements, in the amount of the full replacement value thereof, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils (all risk), but not plate glass insurance. See expense stop provision.

(c) Insurance Policies. Insurance required hereunder shall be in companies holding a "General Policyholders Rating" of A or better as set forth in the most current issue of "Best Insurance Guide." Lessee shall deliver to Lessor copies of policies of liability insurance required under Paragraph 9(a) or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Lessor. No such policy shall be cancelable or subject to reduction of coverage or other modification except after ten (10) days' prior written notice to Lessor. Lessee shall, within ten (10) days prior to the expiration of such policies, furnish Lessor with certificates of renewal or "binders" thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee upon demand. Lessee shall not do or permit to be done anything which shall invalidate the insurance policies required by this Lease.

(d) No Use that Increases Insurance Risk. In no event shall Lessee use the Premises in any manner that will increase risks covered by insurance on the Premises or cause lack of coverage or cancellation of any insurance policy covering the Premises or any portion of the Premises, regardless of whether Lessee's use of the Premises complies with Paragraph 7 of this Lease. Lessee shall not keep on the Premises, or permit to be kept, used, or sold thereon, anything prohibited by the policy of fire insurance covering the Premises. If the use of the Premises by Lessee causes an increase in the insurance premium rate on the Premises, Lessee shall pay the additional insurance premium that is charged due to the increased hazard. If any increased hazard insurance premium is not paid by Lessee when due, Lessor may at Lessor's option pay the premium and such premium shall be repaid to Lessor as an additional rent installment for the month following the date on which such increased hazard premiums are paid.

(e) Indemnity. Lessee shall indemnify and hold harmless Lessor from and against any and all claims arising from Lessee's use of the Premises, or from the conduct of Lessee's business, or from any activity, work, or things done, permitted, or suffered by Lessee in or about the Premises or elsewhere, and shall further indemnify and hold harmless Lessor from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease, or arising from any negligence of the Lessee, or any of Lessee's agents, contractors, or employees, and from and against all costs, reasonable attorneys' fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Lessor by reason of any such claim, Lessee upon notice from Lessor shall defend the same at Lessee's expense by counsel satisfactory to Lessor. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to property or injury to persons in, upon, or about the Premises arising from any cause, and Lessee hereby waives all claims in respect thereof against Lessor except in the case of Lessor's sole negligence. The insurance policy referred to in paragraph 9(a) above shall insure Lessee's performance of this indemnity.

(f) Exemption of Lessor from Liability. Lessee hereby agrees that Lessor shall not be liable for injury to Lessee's business or any loss of income therefrom or for damage to the goods, wares, merchandise, or other property of Lessee, Lessee's employees, invitees, customers, or any other person in or about the Premises, nor shall Lessor be liable for injury to the person of Lessee, Lessee's employees, agents, or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water, or rain, or from the breakage, leakage, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other damage or injury or if the means of repairing the same is inaccessible to Lessee except in the case of Lessor's sole negligence.

(g) Waiver of Subrogation. Lessee and Lessor each hereby waives any and all rights of recovery against the other, or against the officers, employees, agents, and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Lessee and Lessor shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

10. Damage or Destruction.

(a) Total Destruction. If at any time during the term of this Lease the Premises is totally destroyed from any cause, whether or not covered by insurance required to be maintained under this Lease (including any total destruction required by any authorized public authority), this Lease shall automatically terminate as of the date of such total destruction.

(b) Partial Damage. If the Premises is partially destroyed or damaged during the term of this Lease, Lessor may, at Lessor's option, cancel and terminate this Lease as of the date of

occurrence of such damage by giving written notice to Lessee of Lessor's election to do so within one hundred twenty (120) days after the date of occurrence of such damage.

(c) Repair of Premises. Except as provided otherwise in subparagraphs (a) and (b) above, the Lessor shall commence repair of the premises as soon as possible, provided such can be repaired from the proceeds of the insurance on the Premises.

(d) Abatement of Rent; Lessee's Remedies.

If the Premises are partially destroyed or damaged and Lessor or Lessee repairs or restores the Premises pursuant to the obligations required by this Lease, the rent payable hereunder for the period during which such damage, repair, or restoration continues shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired. Except for abatement of rent, if any, Lessee shall have no claim against Lessor for any damage suffered by reason of any such damage, destruction, repair, or restoration.

(e) Termination - Advance Payments. Upon termination, if any, of this Lease pursuant to this Paragraph 10, an equitable adjustment shall be made concerning advance rent and any advance payments made by Lessee to Lessor except as to any payments for improvements made at Lessee's request. Lessor shall, after application of such advance rent or payments to Lessee's obligations hereunder, return to Lessee so much of Lessee's advance rent as has not theretofore been applied by Lessor.

11. Real Property Taxes. Lessor shall pay the real property taxes assessed against the Premises except the overage amounts. See expense stop provision.

12. Personal Property Taxes.

Lessee shall pay all taxes assessed against and levied upon trade fixtures, furnishings, equipment, and all other personal property of Lessee contained in the Premises or elsewhere prior to the time such taxes become delinquent. When possible, Lessee shall cause said trade fixtures, furnishings, equipment, and all other personal property to be assessed and billed separately from the real property of Lessor.

If any of Lessee's said personal property shall be assessed with Lessor's real property, Lessee shall pay to Lessor the personal property taxes attributable to Lessee within ten (10) days of receipt of a written statement from Lessor setting forth the taxes applicable to Lessee's property.

13. Utilities. Lessee shall pay for all utilities and utility charges, including, but not limited to, electric, water, gas, heat, light, power, telephone, waste water, sprinkler charges or surcharges (monitoring and inspection charges), and other utilities and services supplied to the Premises, together with any taxes or deposits thereon. If any such utilities or utility services are not separately metered to Lessee, Lessee shall pay to Lessor its prorata share of such cost based on the square feet leased by Lessee to the total rentable square feet occupied in the building containing the Leased premises.

14. Assignment and Subletting.

(a) Lessor's Consent Required. Lessee shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent, which Lessor shall not unreasonably withhold. Any attempted assignment, transfer, mortgage, encumbrance, or subletting without such consent shall be void and shall constitute a breach of this Lease.

(b) No Release of Lessee. Regardless of Lessor's consent, no subletting or assignment shall release Lessee of Lessee's obligation or alter the primary liability of Lessee to pay the rent and to perform all other obligations to be performed by Lessee hereunder. The acceptance of rent by Lessor from any other person shall not be deemed to be a waiver by Lessor of any provision hereof. Consent to one assignment or subletting shall not be deemed a consent to any subsequent assignment or subletting. In the event of default by any assignee of Lessee or any successor of Lessee, in the performance of any of the terms hereof, Lessor may proceed directly against Lessee without the necessity of exhausting remedies against said assignee. Lessor may consent to subsequent assignments or subletting of this Lease or amendments or modifications to this Lease with assignees of Lessee, without notifying Lessee, or any successor of Lessee, and without obtaining its or their consent thereto, and such action shall not relieve Lessee of liability under this Lease.

(c) Attorneys' Fees. In the event Lessee shall assign or sublet the Premises or request the consent of Lessor to any assignment or subletting, or if Lessee shall request the consent of Lessor for any act Lessee proposed to do, then Lessee shall pay Lessor's reasonable attorneys' fees incurred in connection therewith.

15. Hazardous Waste. Lessor represents, to the best of its knowledge, that the leased Premises complies with all applicable federal, state, and local environmental laws, regulations, and rulings at the commencement of the term of this Lease and that there are not any hazardous or toxic substances prohibited by environmental protection and enforcement agencies on or at the leased

Premises. Upon the execution hereof, the Lessee agrees to comply with all such environmental laws, regulations, and rulings, and Lessee will defend, indemnify, and hold Lessor harmless from and against any and all actions, losses, liabilities, damages, claims, obligations, debts, costs, and expenses (including attorneys' fees), known or unknown, contingent or absolute, arising out of or resulting from any (i) petroleum based products, (ii) oil, (iii) waste, (iv) chemical substance or mixture, (v) toxic, hazardous, or regulated substance, mixture, or waste, and/or (vi) radioactive substance stored, released, and/or disposed of on or at the leased Premises from the commencement of the term of this Lease. Lessee's obligations hereunder shall survive the termination of this Lease.

16. Survival of Indemnity. Lessee's obligations under the terms of this Lease to take any action and/or to indemnify Lessor shall survive the termination of this Lease and continue until Lessee's obligations hereunder have been fulfilled.

17. Defaults; Remedies.

(a) Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee:

(1) The vacating or abandonment of the Premises by Lessee for ten (10) days; or

(2) The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof from Lessor to Lessee; or

(3) The failure by Lessee to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Lessee, other than described in Paragraph 17(a)(2) above, where such failure shall continue for a period of thirty (30) days after written notice thereof from Lessor to Lessee; provided, that if the nature of Lessee's default is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed in default if Lessee commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion; or

(4) (i) The making by Lessee of any general arrangement for the benefit of creditors; (ii) the filing by or against Lessee of a petition to have Lessee adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within thirty (30) days; or (iv) the attachment, execution, or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days; or

(5) The discovery by Lessor that any financial statement given to Lessor by Lessee, any assignee of Lessee, any subtenant of Lessee, any successor in interest of Lessee, or any guarantor of Lessee's obligation hereunder, and any of them, was materially false.

(b) Remedies. In the event of any such material default or breach by Lessee, Lessor may at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:

(1) Without written notice or demand to Lessee, re-enter the demised Premises and remove all persons thereon by force or otherwise without being liable to indictment, prosecution, or damages therefore; and/or

(2) Relet the demised Premises or any part thereof for the balance of the Lease term as agent for the Lessee and receive rents therefore and apply the same first to the payment of the expenses of reasonable redecorating and making necessary repairs to the Premises, attorneys' fees, broker's commission, advertising, and all other reasonable expenses of the Lessor in re-entering the Premises and reletting the same; and/or

(3) Elect to accelerate the rent to be paid under this Lease to make it all immediately due and payable. Lessor shall also be entitled to recover from Lessee any special damages suffered by Lessor as a result of Lessee's default. These remedies are not in limitation of any other remedies at law.

Lessee shall be responsible for all costs, including attorneys' fees, incurred by Lessor in enforcing any of the terms and provisions of this Lease Agreement. In addition and in connection with the reletting of the demised Premises for the account of Lessee as hereinabove provided, Lessor shall have the right to declare all monthly installments due and payable and to proceed to obtain a judgment therefore against Lessee. Thereafter, all sums collected from the reletting of the Premises, less costs in connection therewith, shall be applied on said judgment or if the judgment has been paid, turned over to Lessee.

Further, in the event of default on the part of Lessee, the Lessor shall have the right to pursue any legal remedy available to it, and Lessor shall have the right to bring distress proceedings without in any way affecting its right to accelerate the balance of rental due and to bring an action therefore.

(c) Default by Lessor. Lessor shall not be in default unless Lessor fails to perform obligations required of Lessor within a reasonable time, but in no event later than thirty (30) days after written notice by Lessee to Lessor; provided, however, that if the nature of Lessor's obligation is such that more than thirty (30) days are required for performance, then Lessor shall not be in default if Lessor commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

18. Condemnation. If substantially all of the Premises is taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as of the date the condemning authority takes title or possession, whichever first occurs, and rent shall be paid through that date. If only a part of the Premises is taken, and such partial taking shall, as reasonably determined by Lessor, render the portion not taken unsuitable for leasing, the Lessor shall have the right to terminate this Lease as of the date the condemning authority takes title or possession, whichever occurs first, and rent shall be paid through that date. If Lessor does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced to an amount comparable with property of similar size with similar improvements to that of the Premises subsequent to any such taking. This comparable rent amount shall be reasonably determined by Lessor and shall be based upon Lessor's properties which are similar to the Premises. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that Lessee shall be entitled to any award for loss of or damage to Lessee's trade fixtures and removable personal property or other amounts paid directly to Lessee by the condemning authority. In the event that this Lease is not terminated by reason of such condemnation, Lessor shall, to the extent of Actual Severance Damages received by Lessor in connection with such condemnation, repair any damage to the Premises caused by such condemnation except to the extent that Lessee has been reimbursed therefore by the condemning authority. Lessee shall pay the cost of repair in excess of such severance damages to complete such repair. "Actual severance damages" shall refer to that part of the condemnation award free and clear of the claims of prior liens which may be entitled to the award as a result of the diminished fee.

19. Surrender of Premises. Lessee shall, at the termination of the Lease term or any renewal or extension thereof, quietly and peacefully surrender said Premises in as good condition and substantially in the same condition as such Premises existed at the commencement of the Lease term, ordinary wear and tear and damage or loss by fire or the elements excepted, unless Lessee shall be responsible under this Lease for the maintenance and repair of the premises by the terms of this Lease, in which case Lessee shall repair such damage, regardless of cause, except damage from the elements. Upon such termination of the tenancy granted hereunder, Lessee shall have full authority to remove from the demised Premises all of its merchandise and trade fixtures, notwithstanding the fact that the same may have heretofore been bolted or otherwise affixed to such Premises, all conditioned upon the Lessee not then being in default hereunder and the repair by Lessee of any damage resulting from such removal.

20. General Provisions.

(a) Estoppel Certificate.

Lessee shall at any time upon not less than ten (10) days' prior written notice from Lessor execute, acknowledge, and deliver to Lessor a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

Lessee's failure to deliver such statement within such time shall be conclusive upon Lessee (i) that this Lease is in full force and effect, without modification except as may be represented by Lessor, (ii) that there are no uncured defaults in Lessor's performance, and (iii) that not more than two (2) month's rent has been paid in advance or such failure may be considered by Lessor as a default by Lessee under this Lease.

(b) Lessor's Liability. The term "Lessor" as used herein shall mean only the owner or owners at the time in question of the fee title or a lessee's interest in a ground lease of the Premises, and in the event of any transfer of such title or interest, Lessor herein named (and in case of any subsequent transfers the then grantor) shall be relieved from and after the date of such transfer of all liability as respects Lessor's obligations thereafter to be performed, provided that any funds in the hands of Lessor or the then grantor at the time of such transfer, in which Lessee has an interest, shall be delivered to the grantee. The obligations contained in this Lease to be performed by Lessor shall,

subject as aforesaid, be binding on Lessor's successor and assigns, only during their respective periods of ownership.

(c) Severability. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

(d) Interest on Past-Due Obligations. Except as expressly herein provided, any amount due to Lessor not paid when due shall bear interest at the highest rate allowed by law from the date due. Payment of such interest shall not excuse or cure any default by Lessee under this Lease, provided, however, that interest shall not be payable on late charges incurred by Lessee.

(e) Time of Essence. Time is of the essence.

(f) Captions. Article and paragraph captions are not a part hereof.

(g) Incorporation of Prior Agreements; Amendments. This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only signed by the parties in interest at the time of the modification. Except as otherwise stated in this Lease, Lessee hereby acknowledges that neither a real estate broker, nor any cooperating broker on this transaction, nor the Lessor or any employees or agents of any of said persons, has made any oral or written warranties or representations to Lessee relative to the condition or use by Lessee of said Premises, and Lessee acknowledges that Lessee assumes all responsibility regarding the legal use and adaptability of the Premises and the compliance thereof with all applicable laws and regulations in effect during the term of this Lease, except as otherwise specifically stated in this Lease.

(h) Notices; Communications; Time. Any notice, demand, or communication given or required to be given hereunder shall be in writing and shall be either (i) personally delivered, or by written notice hand-delivered to Lessee at the foregoing address, or if to Lessee posted to the entrance to the demised Premises, or (ii) transmitted by United States express, certified, or registered mail, postage prepaid, at the parties' respective addresses appearing on the first page hereof. Except as otherwise specified herein, all notices, demands, and other communications given by express, certified, or registered mail shall be deemed given when deposited into the United States mail, properly addressed and with postage prepaid, and if given by personal delivery, on the date of receipt. If the last day for giving notice or demand or performing any act hereunder falls on a Saturday, Sunday, or day on which the main post office at Lakeland, Florida, is not open for regular transaction of business, the time shall be extended to the next day that is not a Saturday, Sunday, or post office holiday. Any party may change its address for purposes hereof by notice to the others in accordance with the provisions of this paragraph.

(i) Waivers. No waiver by Lessor of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Lessee of the same or any other provision. Lessor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act by Lessee. The acceptance of rent hereunder by Lessor shall not be a waiver of any preceding breach by Lessee of any provision hereof, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

(j) Recording. Lessee shall not record this Lease without Lessor's prior written consent, and such recordation shall, at the option of Lessor, constitute a non-curable default of Lessee hereunder.

(k) Holding Over. If Lessee remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of Lessor, such occupancy shall be a tenancy from month to month at a rental in the amount of the last monthly rental under this Lease plus ten percent (10%) and any other charges payable hereunder and be subject to all the other terms hereof.

(l) Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

(m) Covenants and Conditions. Each provision of this Lease performance by Lessee shall be deemed both a covenant and a condition.

(n) Binding Effect and Choice of Law. Subject to any provisions hereof restricting assignment or subletting by Lessee and subject to the provisions of Paragraph 17(b), this Lease shall bind the parties and their respective heirs, devisees, personal representatives, successors, and assigns. This Lease shall be governed by the laws of the State of Florida.

(o) Subordination. This Lease, at Lessor's option, shall be subordinate to any ground lease, mortgage, or any other hypothecation for security now or hereafter placed upon the real property of which the Premises are a part, and to any and advances made on the security thereof and to all renewals, modifications, consolidations, replacements, and extensions thereof. Notwithstanding such subordination, Lessee's right to quiet possession of the Premises shall not be disturbed if Lessee is not in default and so long as Lessee shall pay the rent and observe and perform all of the provisions of this

Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgage or ground Lessor shall elect to have this Lease prior to the lien of its mortgage or ground lease, and shall give written notice thereof to Lessee, this Lease shall be deemed prior to such mortgage or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage or ground lease or the date of recording thereof.

Lessee agrees to execute any documents required to effectuate such subordination or to make this Lease subordinate to the lien of any mortgage or ground lease, as the case may be, and failing to do so within ten (10) days after written demand, agrees that upon such failure, the Lease is and shall be subordinate to such mortgage or ground lease.

(p) Attorneys' Fees. If either party hereto brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, at or before trial or on appeal, shall be entitled to that party's reasonable attorneys' fees and costs to be paid by the losing party as fixed by the court. Such costs include, but are not limited to, costs of appeal, court costs, and court reporter's fees and all actions and matters in the Bankruptcy Court.

(q) Lessor's Access. Lessor and Lessor's agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, showing the same to prospective purchasers, lenders, or lessees, and making such alterations, repairs, improvements, or additions to the Premises or to the building of which they are a part as Lessor may deem necessary or desirable. Lessor may at any time place on or about the Premises any ordinary "For Sale" signs, and Lessor may at any time during the last one hundred twenty (120) days of the term hereof place on or about the Premises any ordinary "For Lease" signs, all without rebate of rent or liability to Lessee.

(r) Signs. Lessee must secure permission in writing from Lessor to erect or place any awning, marquee, or sign of any type on the exterior of the demised Premises. All signs shall comply with all governmental sign ordinances. No sign may be erected which, in Lessor's opinion, is offensive, not in conformity with signs of other tenants, or otherwise objectionable, or which would disproportionately restrict signage by other tenants of the property on which the Premises is located. Upon the expiration of the Lease term, Lessee shall, at Lessee's expense, remove such signs and shall repair any damage and close any holes caused by removal. Lessee is responsible for all expenses regarding signs, including any electrical costs with respect to lighted signs. Any signs not removed from the Premises upon the expiration of the term shall if Lessor so chooses, be removed by Lessor and Lessee shall be responsible for the expense thereof.

(s) Trash. Lessee shall be responsible for the removal and proper disposal of all trash from the leased Premises. If Lessee fails to promptly remove and dispose of its trash and keep the Premises in a clean, sightly, and healthful condition, as provided in this Lease, Lessor or his agents, servants, or employees may enter the Premises without such entrance causing or constituting a termination of this Lease or an interference with Lessee's possession of the Premises, and Lessor may remove all trash and place the Premises in a clean, sightly, and healthful condition; and Lessee shall pay Lessor, in addition to the rent hereby reserved, a minimum charge of Fifty Dollars (\$50.00) per occasion or Lessor's actual expenses if more than Fifty Dollars (\$50.00).

(t) Merger. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, or a termination by Lessor, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing subtenancies or may, at the option of Lessor, operate as an assignment to Lessor of any or all of such subtenancies.

(u) Corporate Authority. If the Lessee is a corporation or a partnership, the individual executing this Lease on behalf of Lessee represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation or partnership in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the Bylaws of said corporation or partnership, and that this Lease is binding upon said corporation in accordance with its terms.

(v) Consents. Wherever in this Lease the consent of one party is required to an act of the other party, such consent shall not be unreasonably withheld.

(w) Guarantor. In the event that there is a guarantor of this Lease, said guarantor shall have the same obligations as Lessee for payment of any and all monetary claims or items under this Lease.

(x) Quiet Possession. Upon Lessee paying the fixed rent reserved hereunder and observing and performing all of the covenants, conditions, and provisions on Lessee's part to be observed and performed hereunder, Lessee shall have quiet possession of the premises for the entire term hereof subject to all of the provisions of this Lease.

(y) Sidewalk and Common Areas. Lessee agrees not to obstruct the sidewalk or common parking area in front of the demised Premises or the area in the rear of the demised Premises. Lessee further agrees that it shall maintain the good appearance of the sidewalk immediately in front of the demised Premises and the area immediately to the rear of the demised Premises.

(z) Mechanic's Lien. Said Premises shall not be subject to any lien under the Mechanic's Lien Law of the State of Florida as a result of any improvements made by Lessee. Lessee shall not permit the Premises to be subject to any lien for labor, services, or material furnished at the request of Lessee or its agent, and it shall ensure that all amounts owed for labor, services, or materials shall be paid for by it promptly.

(aa) Binding on Successors, Heirs, and Assigns: This Lease Agreement shall be binding and obligatory upon the heirs, assigns and successors of the respective parties.

(bb) Outside Lighting. Lessee shall contract directly with the City of Lakeland to provide a minimum of one (1) area light per five thousand (5,000) square feet or fraction thereof. The City of Lakeland is responsible for maintenance and electricity for area lights per their contract agreement.

(cc) No Broker. Lessee represents to Lessor that the Premises, or any portion of the buildings of which the Premises are a part, were not presented to it or to any person representing it by any broker or other person, and that no broker or other person was involved in the leasing of the Premises, and warrants that no claim for commission for said leasing shall be presented to Lessor.

(dd) Radon Gas. Section 404.056(a), Florida Statutes, requires that the following notification be given on real estate documents:

"Radon Gas: Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information may be obtained from your county public health unit."

(ee) Impact Fees. The Lessee shall be responsible for the payment of any impact or growth fees or assessments which may be imposed upon the demised Premises by any governmental agency by virtue of the Lessee's occupation of the Premises, or by virtue of any alterations to the Premises or increased use in the Premises by the Lessee or any use by the Lessee which causes the imposition of such fees or assessments.

Lessor will pay all impact fees for the initial build-out which takes place prior to occupancy.

(ff) Credit Reports. Lessee authorizes Lessor to perform periodic credit checks or request credit reports on the financial condition of Lessee from financial institutions and credit reporting agencies.

21. Miscellaneous

(a) Federal Tax ID (corporation/partnership) or Social Security Number (individual)

(b) Individual Driver's License No. of Lessee

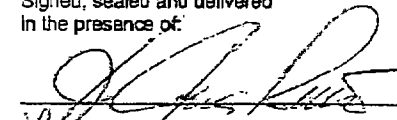
(c) Date of Birth

22. Special Conditions.

- Attached Exhibit "A"
- Other _____
- None

Executed by Lessor on this 3 day of June, 2005.

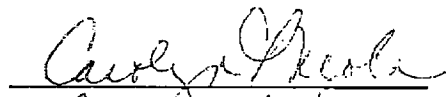
Signed, sealed and delivered
in the presence of:




Lauren Ruthven
(Witnesses as to Lessor)

"LESSOR"
RUTHVEN BUSINESS PARK II, LLP
BY: 

Executed by Lessee on this _____ day of _____, 2005.



Carolyn Meola
(Witness as to Lessee)

"LESSEE"
PITMAN COMPANY
By: 
Print: J Gindwon
Title: EV/CFO

Residence Address of Person signing for Lessee:

