

UNITED STATES BANKRUPTCY COURT Middle District of Florida, Jacksonville Div.		PROOF OF CLAIM
Name of Debtor: TAYLOR, BEAN & WHITAKER MORTGAGE CORP.		Case Number: 3:09-bk-07047-JAF
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): INTERSTATE TERRA DEVELOPMENT, INC		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: INTERSTATE TERRA DEVELOPMENT, INC P.O. BOX 8331 THE WOODLANDS, TX 77387		
Telephone number: 281.292.2100 X11		
Name and address where payment should be sent (if different from above): JACKSONVILLE, FLORIDA		<input type="checkbox"/> 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. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Telephone number: CLERK, U.S. BANKRUPTCY COURT		
1. Amount of Claim as of Date Case Filed: \$ <u>115,150.80</u> MIDDLE DISTRICT OF FLORIDA 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. <input type="checkbox"/> 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.		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. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) 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). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ _____ <small>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
2. Basis for Claim: <u>15 months rent on balance of lease</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: <u>0240</u> 3a. Debtor may have scheduled account as: _____ (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: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> 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. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 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. If the documents are not available, please explain:		
Date: _____	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. <div style="font-family: cursive; font-size: 1.2em;">David Kanner</div> President - DAVID KANNER	

FOR COURT USE ONLY

T, B & W Mortgage Corp.



00092

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form**Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity owed a debt by the debtor that arose on or before the date of the bankruptcy filing. See 11 U.S.C. §101 (10)

Claim

A claim is the creditor's right to receive payment on a debt owed by the debtor that arose on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

Revised September, 2005

LEASE AGREEMENT

TOWN CENTER PLAZA
9400 GROGAN'S MILL DRIVE, SUITE 240
THE WOODLANDS, MONTGOMERY COUNTY, TEXAS


THIS LEASE AGREEMENT ("Lease"), effective as of September 15, 2005, ("Effective Date") is between **INTERSTATE TERRA DEVELOPMENT, a Texas Corporation ("Lessor")**, and **Taylor, Bean & Whitaker Mortgage Corporation, a Florida Corporation ("Lessee")**.

1. Premises. Upon the terms and conditions hereinafter set forth, Lessor does hereby lease, demise and let to Lessee and Lessee does hereby lease, and take from Lessor, approximately 3,303 net rentable square feet of floor space ("Premises"), together with all appurtenances thereto, in a building known and referred to as Town Center Plaza ("Building"), located at 9400 Grogan's Mill Drive, The Woodlands ("Project"), Montgomery County, Texas. The exact number of square feet has been determined by Lessor's architect in accordance with the Building Owners and Managers Association standard of measuring floor. The Building is located on that tract or parcel of land described in Exhibit "A" ("Land"). The Premises is shown on the floor plan attached hereto as Exhibit "B". The address of the Premises is 9400 Grogan's Mill Drive, Suite 240, The Woodlands, Texas 77380. Lessor reserves the right to change name of the Building whenever it desires without any liability or consent of Lessee. Lessor agrees to install Lessee's corporate name and suite location in the Building directory and to permit Lessee to erect such other corporate signs consistent with the rights of other lessees in the Building.

2. Parking. In addition to the Premises, at no cost and expense to Lessee except as part of the Base Rent and Additional Rent described in Sections 7 and 8, Lessee and its invites are hereby granted the exclusive right to use three (3) covered reserved covered parking spaces as shown on exhibit "E" and eight (8) unassigned uncovered parking spaces, each for the non exclusive use by a single automobile in the parking areas provided by Lessor on the Land. Lessor shall keep in good condition throughout the Term described below the parking areas for and vehicular access ways to the Building. The use of such parking and access areas shall at all times be subject to such reasonable rules and regulations as Lessor may promulgate.

3. Term. The term of this Lease ("Term") shall commence on November 1, 2005 ("Commencement Date"), and shall expire on the last day of the sixtieth (60th) full calendar month following the Commencement Date, subject to earlier termination as hereinafter provided. On October 1, 2005, Lessor will make the Premises available to Lessee for its exclusive use for the purpose of making additional Lessee improvements, including the installation of fixtures, moving of furniture and office equipment into the Premises and other alterations to the Premises desired by Lessee as more fully set forth in Exhibit B and the Leasehold improvement Addendum ("Lessee Improvements"). There shall be no obligation on the part of Lessee to pay Base Rent or Additional Rent prior to the Commencement Date. The Commencement Date may be delayed or postponed by a casualty loss or condemnation of the Building or an event of Force Majeure, and Lessee shall not be liable for payment of any Base Rent or Additional Rent during such period of delay. Lessor shall not be liable or responsible for any claims, damages or liabilities of any nature whatsoever in connection with or by reason of any delayed occupancy except where such delay is attributable to the acts or omissions of Lessor, its contractors or agents. Promptly after the Lease Commencement Date, the Lessor and Lessee shall execute a written memorandum setting forth the Lease Commencement Date.

4. Use. Lessee shall use the entire Premises solely for general, administrative and production offices and for no other use.


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5. Acceptance of the Premises. Upon the Commencement Date of this Lease and provided the Lessor Improvements are substantially complete and suitable for occupancy by Lessee, Lessee shall be deemed to have accepted the Premises, to have acknowledged that the same are in the condition called for hereunder and to have agreed that the obligations of the Lessor imposed in Exhibit "B" attached hereto have been fully performed, subject to "punchlist items" which Lessor agrees to complete within a reasonable time thereafter. Lessee hereby waives any implied warranty of Lessor that the Premises are suitable for their intended commercial purpose and acknowledges and agrees that all of Lessee's obligations hereunder (including without limitation, the obligation to pay rent) are independent of any such implied warranty and agrees to perform all such obligations and pay rent notwithstanding any breach or allegation of breach by Lessor of any such implied warranty (which implied warranty as aforesaid is hereby waived by Lessee).

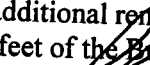
6. Security Deposit. Lessee contemporaneously with the execution of this Lease has deposited with the Lessor the sum of sixty four hundred dollars (\$6,400.00), receipt of which is hereby acknowledged by Lessor, said ("Security Deposit") being given to secure the faithful performance by Lessee of all of the terms, covenants and conditions of this Lease to be kept and performed by Lessee. If Lessee shall fail to pay the rent herein reserved promptly when due or if Lessee violates any of the other material terms, covenants or conditions of this Lease, said Security Deposit, may, at the option of Lessor, be applied to any rent due and unpaid or to any damages suffered by Lessor as a result of Lessee's failure. Nothing contained in this Section shall in any way diminish or be construed as waiving any of Lessor's other remedies as provided elsewhere in this Lease or at law or in equity. Should the entire Security Deposit or any portion thereof be applied by Lessor for the payment of sums due and payable to Lessor hereunder, Lessee shall, on the written demand of Lessor; remit to Lessor a sufficient amount in cash to restore said Security Deposit to its original amount. Lessor shall have the right to commingle the Security Deposit with other funds of Lessor, and any interest earned shall be the property of Lessor. Lessor may deliver the Security Deposit to any purchaser of Lessor's interest in the Premises, and thereupon be discharged from further liability with respect to such Security Deposit. At the termination of this Lease, Lessor shall promptly return the Security Deposit, less any amounts drawn down by Lessor and not replenished by Lessee, to Lessee.

7. Base Rent. The Base Rent, which Lessee hereby agrees to pay to Lessor monthly, in advance, at Lessor's address set forth in Section 29, shall be the sum per month set forth below, due and payable on the first day of each calendar month during the Term hereof, without offset or deduction, with pro rata portion being due and payable in advance for any partial month occurring at the beginning of the Term. The Base Rent Rate below represents the rate per square foot of the Premises.

<u>MONTHS</u>	<u>BASE RENT RATE</u>	<u>BASE RENT AMOUNT</u>
October 1- Oct 31	\$0.00	\$0.00/month
Months 1-12	\$21.00	\$5,780.25/month
Months 13-24	\$22.00	\$6,055.50/month
Months 25-60	\$23.00	\$6,330.75/month

8. Additional Rent. Lessor agrees to pay those Operating Expenses (as defined in Section 10 below) for the Building and Land. Based on actual expenses incurred during any Fiscal Year and commencing with the Fiscal Year ending December 31, 2005, Lessor shall calculate a dollar value per rental square feet for the Building as Lessor's Operating Expense Allowance, in accordance with actual amounts expended for the Operating Expenses for the year ending December 31, 2005. Commencing January 1, 2006 and continuing for the remainder of the Term of this Lease, Lessor shall utilize this Operating Expense Allowance to assess any Additional Rent due by Lessee hereunder. In the event the Operating Expenses for the Building and Land shall, in any Fiscal Year exceed the product of the Operating Expense Allowance times the rentable square feet of the Building (prorated for any partial Fiscal Year at the beginning or end of the Term), Lessee agrees to pay to Lessor, as "Additional Rent", Lessee's pro rata share of any such excess ("Excess Operating Expenses"), not to exceed a total of \$8,000.00 in additional rent in a given year, based on the ratio the square footage of the Premises bears to the rentable square feet of the Building. The


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term "Fiscal Year", as used herein, shall mean Lessor's fiscal year for accounting purposes, which currently is the 12-month period beginning January 1 and ending December 31. Lessor shall have the right to change the Fiscal Year, from time to time, and, in such event, Lessor shall notify Lessee in writing of such change. Lessee's pro rata share shall be determined by multiplying the Excess Operating Expenses by a fraction, the numerator of which shall be the number of net rentable square feet in the Premises, and the denominator of which shall be 90% of the net rentable square footage in the Building, which may change from time to time utilizing BOMA (Building Owners and Managers Association) standards. Within 90 days following completion of each Fiscal Year, Lessor will provide to Lessee a statement showing in reasonable detail the Operating Expenses for the preceding Fiscal Year, the Additional Rent due with regard to Lessee's share of the Excess Operating Expenses, and Lessor's reasonable estimate of Excess Operating Expenses for the then current Fiscal Year. Lessee shall, on or before 30 days following receipt of said statement, pay to the Lessor the amount of Additional Rent dues as provided herein, less the amount of Additional Rent paid in advance (if any) during the preceding Fiscal Year. Any overpayment will be credited by Lessor to Lessee's pro rata share of the estimated Excess Operating Expenses for the then current Fiscal Year. Lessee agrees to pay Additional Rent each month thereafter, in addition to Base Rent, in an amount necessary to amortize the estimated Excess Operating Expenses for the then current Fiscal Year (or the pro rata portion thereof, if applicable) over a period equal to the lesser of (i) the number of months remaining in the Term or (ii) the number of months remaining in the current Fiscal Year. Notwithstanding that the Term has expired or been terminated, Lessee shall remain liable for and agrees to pay to Lessor within 30 days following receipt of an invoice therefore, its pro rata portion of Excess Operating Expenses for the Fiscal Year (or portion thereof) during which the Term expired or was terminated.

9. Payment of Rentals. Lessee covenants to promptly pay all rentals the Base Rent and any Additional Rent when due and payable. A late payment penalty of 5% percent per month (or such lesser amount as may be allowed by law) shall be added to any payment of Base Rent or Additional Rent which is more than three (3) business days past due in order to compensate Lessor for the extra administrative expenses incurred. If Lessor shall pay any monies or incur any expenses in correction of violations of the covenants herein set forth, the amounts so paid or incurred shall, on notice to Lessee, be considered Additional Rent payable by Lessee with the first installment of Base Rent thereafter to become due and payable, and may be collected or enforced as by law provided in respect of rentals.

10. Operating Expenses. The term "Operating Expenses" means the aggregate of those costs, expenses and liabilities paid or incurred by Lessor to operate, manage and maintain the Land, the Building, and all improvements on the Land from time to time, as specifically enumerated herein to include Lessor's costs of providing utilities, including but not limited to lighting; water and sewer; sweeping services, porter services and supplies, providing traffic control and watchman services, refuse removal (if Lessor elects to furnish this service); landscaping, including irrigation and installation of new and/or replacement plants; and general maintenance and repairs, including, but not limited to; repairs to roof surface and preventive maintenance, parking area restriping, exterior painting, signage repairs and other activities. Lessor will also hire either a third party managing agent or will be self-managed and the management fee, typically 5% of the gross rental for the Building will be paid as a part of the Operating Expenses. Operating Expenses shall also include a reasonable amortization charge on account of charge for amortization of all capital items Lessor installs (a) to reduce Operating Expenses, or (b) to promote safety, or (c) which Lessor is required to install on or for the benefit of the Building by any governmental law, code or regulation passed or enacted on or after the Commencement Date, or (d) which is a replacement (as opposed to additions or new improvements) of items located in the common areas adjacent to the Building, the parking area and others facilities used in connection with the Building, or involving the exterior of the Building, including, but not limited to, the roof and structural elements in place as of the Effective Date.

Additionally, Operating Expenses shall include all ad valorem taxes or assessments, including a tax service company service fee and annual assessments of The Woodlands Commercial Association, Inc. which accrue against the Building and the Land during the Term, together with all insurance premiums and deductibles which


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is required to pay or deems necessary to pay with respect to the Building or the Land, including, but not limited to, casualty insurance and liability insurance.

11. Peaceful Enjoyment. Lessee shall and may peacefully have, hold and enjoy the Premises for the Term, subject to the terms and conditions of this Lease, provided that Lessee pays the rentals and other sums herein recited and performs all of its covenants and agreements herein contained.


12. Lessee Alterations, Additions and Improvements. Lessee shall not make or allow to be made any alterations or physical additions in or to the Premises without first obtaining the written consent of Lessor. Any and all alterations, additions, or improvements, other than that portion of the initial Leasehold Improvements that are to be provided by Lessor pursuant to the Construction Agreement, shall be made at Lessee's sole expense. A 15% administrative fee will be added to all work carried out by the Lessor. All such alterations, additions or improvements shall, upon completion, become the property of Lessor and shall be surrendered to Lessor upon the termination of this Lease by lapse of time or otherwise provided, however, this clause shall not apply to removable equipment or furniture owned by Lessee and which can be removed without damage to the Building or Premises.

Lessor may require Lessee to remove all alterations, additions or improvements to the Premises, including without limitation, any cabling or other computer, satellite or telecommunications equipment or hardware, whether or not such alterations, additions, or improvements are located in the Premises, and restore the same to building standard condition, reasonable wear and tear excepted. At the time of plan approvals, Lessor will advise Lessee of the alterations, additions, or improvements to the Premises which must be removed prior to expiration of the Term.

13. Exterior Repairs. Lessor will keep the exterior of the Building, including any doors, windows, or glass, in repair, provided Lessee shall give Lessor written notice of the necessity for such repairs, and provided that the damage thereto shall not have been caused by the negligence of Lessee, its agents, employees, licensees or invitees, in which event Lessee shall be responsible for the cost. Lessor shall be under no liability for repair, maintenance, alteration or any other action with reference to any plumbing, electrical or other mechanical installation within or serving the Premises or any part thereof, except for the service lines leading to the Premises, provided that the damage thereto shall not have been caused by the negligence of the Lessee, its agents, employees, licensees or invitees, in which event Lessee shall be responsible for the cost.

14. Entry by Lessor. Lessee shall permit Lessor or Lessor's agents, representatives, or employees to enter upon the Premises at reasonable times, and upon having given Lessee reasonable advance notice, (a) to inspect the Premises, to determine whether Lessee is in compliance with the terms of this Lease; (b) to show the Premises to prospective purchasers, lessees, mortgagees, beneficiaries under trust deed, or insurers (but as to prospective lessees only during the last six (6) months of the Term), and (c) make repairs, improvements, additions and alterations thereto, as Lessor is permitted to make according to the terms of this Lease. Any inspections of the Premises pursuant to this subsection shall be at Lessor's cost and expense; provided, however, in the event it is determined by Lessor that an environmental study should be conducted on the Premises and said environmental study determines that Lessee has not complied with all applicable federal, state and local environmental laws pertaining solely to the use and occupancy of the Premises and that such non-compliance has resulted in air, water or soil contamination of the Premises or Building requiring remediation or clean up under such environmental laws, Lessee shall reimburse Lessor for the cost of the study within 15 days after receipt of an invoice setting for the cost, and Lessee shall promptly take all action necessary, at Lessee's sole expense, to remedy any noncompliance by Lessee discovered by such study in accordance with Section 15 above.

15. Liens. In the event that any mechanic's, materialman's, or other lien shall at any time be filed against the Premises, the Building or the Land purporting to be for work, labor, services or materials performed for or furnished to Lessee or anyone holding the Premises through or under Lessee, or arising out of any alleged act or omission of Lessee, Lessee shall forthwith cause the same to be properly bonded or released. If Lessee


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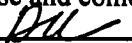
shall fail to cause such lien to be bonded or released within twenty (20) days after being notified of the filing thereof, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, discharge the same by posting a bond or paying the amount claimed to be due, and the amount so paid by Lessor, and all costs and expenses incurred by Lessor in procuring the discharge of such lien, including reasonable attorney's fees, shall be due and payable by Lessee to Lessor as Additional Rent on the first day of the next succeeding month. Lessor shall not be liable for any labor or materials furnished to Lessee upon credit, and that no mechanic's, materialman's or other liens for any such labor or materials shall attach to or affect the estate or interest of Lessor in and to the Land or Building.

16. Rights of Mortgagee. Lessee accepts this Lease subject and subordinate to any recorded lease, mortgage or deed of trust lien presently existing, if any, or hereafter encumbering the Property and to all existing ordinances and recorded restrictions, covenants, easements, and agreements with respect to the Property. Lessor hereby is irrevocably vested with full power and authority to subordinate Lessee's interest under this Lease to any mortgage or deed of trust lien hereafter placed on the Property. Upon any foreclosure, judicially or non-judicially, of any such mortgage, or the sale of the Property in lieu of foreclosure, or any other transfer of Lessor's interest in the Property, whether or not in connection with a mortgage, Lessee hereby does, and hereafter agrees to attorn to the purchaser at such foreclosure sale or to the grantee under any deed in lieu of foreclosure or to any other transferee of Lessor's interest, and shall recognize such purchaser, grantee, or other transferee as Lessor's under this Lease, provided such purchaser, grantee or transferee shall grant Lessee a non-disturbance and attornment agreement precluding the termination of this Lease or joinder of Lessee in summary or foreclosure proceedings so long as Lessee is not in default under any of the terms and conditions of this Lease. Such non-disturbance and attornment agreement shall survive any such foreclosure sale, trustee sale, conveyance in lieu thereof, or any other transfer of Lessor's interest in the property. Lessee, upon demand, at any time, before or after any such foreclosure sale, trustee's sale, conveyance in lieu thereof, or other transfer shall execute, acknowledge, and deliver to the prospective transferee and/or mortgage the Lease Subordination, Non-disturbance and Attornment Agreement and any additional written instruments and certificates evidencing such attornment as the mortgagee or other prospective transferee may reasonably require, and Lessee hereby irrevocably appoints Lessor as Lessee's agent and attorney-in-fact for the purpose of executing, acknowledging, and delivering any such instruments and certificates; such designation as attorney-in-fact shall be deemed couples with an interest.

Notwithstanding anything to the contrary implied in this Section, any mortgagee under any mortgage shall have the right at any time to subordinate any such mortgage to the Lease on such terms and subject to such conditions as the mortgagee in its discretion may consider appropriate.

17. Condemnation. If the whole or any part of the Premises shall be taken under the power of eminent domain, this Lease shall terminate as to the part so taken on the date Lessee is required to yield possession thereof to the condemning authority. Lessor shall, with reasonable diligence, make such repairs and alterations as may be necessary in order to restore the part not taken to a useful condition, and the Base Rent shall be reduced proportionately to the portion of the Premises so taken. If the amount of the Premises so taken substantially impairs the usefulness of the Premises for the purposes set forth in Section 4, either party may terminate this Lease within 30 days after Lessee is dispossessed, effective as of the date when Lessee is required to yield possession. All compensation awarded for any taking shall belong to and be the property of the Lessor.

18. Fire and Casualty. In the event of a fire or other casualty in the Premises, Lessee shall immediately give notice thereof to Lessor. If the Premises, through no fault or neglect of Lessee, its agents, employees, invitees, licensees or visitors, shall be destroyed by fire or other casualty so as to render the Premises unsafe for habitation or use, the Base Rent and Additional Rent herein shall be reduced proportionally to the portion of the Premises rendered uninhabitable or unusable until such time as the Premises are restored to the condition existing at the commencement of the Term of this Lease by Lessor. If from such cause the same shall be so damaged that Lessor shall decide not to rebuild, or if Lessor's lender or mortgagee does not make adequate insurance proceeds available to make such repairs, then all Base Rent and Additional Rent owed hereunder up to the time of such destruction or casualty shall be paid by Lessee, and thenceforth this Lease shall cease and come to an end.


Lessor's Initial


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19. Casualty Insurance. Lessor shall, at all times during the Term, maintain a policy or policies of insurance with the premiums thereon fully paid, issued by and binding upon some solvent insurance company, licensed to do business in the State of Texas, insuring Lessor's interest in the Building against loss or damage by fire and other hazards with coverage of a Texas standard form of fire and extended coverage policy, for the full replacement value thereof, with payments for losses thereunder payable solely to Lessor or its designee.


20. Liability and Personal Property Insurance. Lessee shall maintain, at its expense, at all times during the Term, a policy or policies of commercial general liability insurance, an all-risk policy insuring against loss or damage by fire or other hazards for the full replacement value of Lessee's personal property, trade fixtures, equipment, inventory, and any alterations or improvements Lessee constructs on the Premises (with extended coverage limits), and builder's risk coverage in such amounts as are reasonably required by Lessor in the event Lessee performs any alterations or improvements to the Premises, with the premiums thereon fully paid in advance, each issued by (i) an insurance company or companies rated "A-" or higher under the most current edition of A.M. Best's Key Rating Guide, (ii) a Lloyds of London underwriter, or (iii) an insurance company agreed to by Lessor. All insurers must be licensed to do business in the State of Texas. The insurance shall afford protection of not less than \$1,000,000 combined single limit bodily injury and property damage per occurrence. The policy or policies shall name Lessor as an additional insured. As to any injury or damage occurring in or on the Premises, Lessee's insurance shall be primary. Lessee's policy shall contain an agreement by the insurer that such policy, or policies may not be canceled or materially modified without 30 days prior notice to Lessor. Lessee shall provide Lessor a certificate evidencing the required coverage, before beginning any work in the Premises or taking occupancy of same. Additionally, Lessee shall provide Lessor evidence of the renewal of each policy at least 30 days before the expiration of the policy.

21. Release of Claims; Waiver of Subrogation. Anything in this Lease to the contrary notwithstanding, Lessor and Lessee each waive any and all rights of recovery, claim, action or cause of action against the other and its partners (if any), and the agents, officers, and employees of the other party or its partners, for any loss or damage:

(i) to the Premises, the Building, or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements or any other cause which could have been insured under a Texas standard special form extended coverage insurance policy, or

(ii) arising out of any business interruption, including but not limited to loss of profits, by reason of fire, the elements or any other cause, regardless of cause or origin, including sole or concurrent negligence of the other party or its partners, or the agents, officers, or employees of the other party or its partners. Lessor and Lessee covenant that its insurance policies shall provide that the insurer shall not hold any right of subrogation against the other party for losses which must be insured against by the terms of this Lease. This Section shall survive the termination of this Lease.

22. Release and Indemnification by Lessee. Notwithstanding that joint or concurrent liability may be imposed upon Lessor by law, Lessee shall indemnify, defend and hold harmless Lessor, and Lessor's property managers, lenders, employees, agents, contractors and invitees, and any affiliates or subsidiaries thereto (individually, "Lessor Party", collectively, "Lessor Parties") at Lessee's sole cost and expense, against any loss, cost, damage or expense (including attorney's fees and court costs) relating to or as a result of (a) any default or failure to comply with the terms hereof by Lessee, its agents, contractors, employees and invitees (individually, "Lessee Party", collectively, "Lessee Parties"); (b) any act, omission or negligence of Lessee or any Lessee Parties; and (c) all claims for damages to persons or property by reason of the use of occupancy of the Premises, Building or Land not caused by the negligence or willful misconduct of Lessor or the Lessor Parties. Notwithstanding any other provision hereof, the preceding indemnity shall survive the termination, cancellation or expiration of this Lease. Moreover, Lessor shall not be liable, and Lessee covenants not to bring any action against Lessor, for any damage or injury to the Premises, Lessee's furniture, personal property, trade fixtures, inventory or equipment, Lessee, or any Lessee Parties, arising from any use or condition of the Premises,


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Building, or Land, the act or neglect of co-lessees or of any other person, or malfunction of any equipment or apparatus serving the Premises, Building, or Land unless such claim or action is based on the gross negligence of Lessor or any Lessor Parties. Any and all claims against Lessor for any damage or injury referred to in this paragraph are hereby waived and released by Lessee.

23. Holding Over. In the event of holding over by Lessee after the expiration or termination of the Term and without the written consent of Lessor, there shall be no renewal of this Lease by operation of law, but at Lessor's sole option, Lessee shall be a Lessee at sufferance and shall pay monthly rent during the holdover period equal to 150% the amount of all Base Rent and Additional Rent payable during the last month of the Term. Further, Lessee shall indemnify Lessor against such claims for damages as allowed under applicable state law, that may be incurred by any other Lessee to whom Lessor may have leased all or any part of the Premises. Lessee shall vacate and deliver the Premises to Lessor upon Lessee's receipt of notice from Lessor to vacate. No holding over by Lessee with or without the consent and acquiescence of Lessor or the acceptance of rent shall operate to extend, reinstate or continue the Term of this Lease.

24. Default by Lessee. Lessor may treat the occurrence of any one or more of the following events as a breach of this Lease:

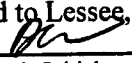
- a) Lessee fails to perform any of material duties or obligations under this Lease and such default continues for twenty (20) days after Lessor personally delivers written notice to Lessee or deposits written notice to the Lessee at its address first written above via First Class U.S. Mail or recognized overnight delivery service
- b) Lessee's interest under this Lease is levied on under execution or other legal process,
- c) (i) any petition is filed by or against Lessee to declare Lessee a bankrupt or to delay, reduce or modify Lessee's debts or obligations, any petition under the Bankruptcy Code is filed or other action taken to reorganize or modify Lessee's capital structure; and (ii) this Lease is not assumed or rejected by the Lessee under the U.S. Bankruptcy Code.,
- d) Lessee is declared insolvent according to law, or any general assignment of Lessee's property is made for the benefit of creditors, or a receiver or trustee is appointed for Lessee or its property;
- e) Lessee vacates or abandons the Premises and does not pay Base Rent and any undisputed Additional Rent when due.

Upon the occurrence of any of the foregoing events, at Lessor's option, Lessor shall have any one or more of the following described remedies, in addition to all other rights and remedies provided at law or in equity:

A. Lessor may continue this Lease in full force and effect, and this Lease shall continue in full force and effect as long as Lessor does not terminate this Lease, and Lessor shall have the right to collect Base Rent, Additional Rent and other charges when due.

B. Lessor may terminate this Lease and forthwith repossess the Premises and recover damages, as allowed by law, in a sum of money equal to the total of (i) the cost of recovering the Premises, including the cost of the removal and storage of any of Lessee's possessions left within the Premises, (ii) the unpaid Base Rent and Additional Rent earned at the time of termination, plus interest thereon at the highest lawful rate from the due date until paid, (iii) the balance of the Base Rent and Additional Rent for the remainder of the Term, less the fair market rental value of the Premises for said period, and provided Lessor has used reasonable efforts to relet the Premises and (iv) any other sum of money and/or damages owed by Lessee or Lessor, which sums (i) through (iv) shall be offset by any amounts owed Lessor to Lessee hereunder

C. Without terminating this Lease, Lessor may, as allowed by law, terminate Lessee's right of possession and repossess the Premises by forcible detainer suit or otherwise, without demand or notice of any kind to Lessee, and without terminating this Lease, without acceptance of surrender of the Premises, and without


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becoming liable for damages, or guilty of trespass. If Lessor pursues this remedy and if to the extent required by law, Lessor shall use reasonable efforts to relet the Premises for Lessee's account, for such rent and upon such terms and conditions, as Lessor deems satisfactory. Lessor shall be deemed to have used "reasonable efforts" to relet the Premises if Lessor offers the Premises "for lease" and entertains in good faith, bona fide offers to lease submitted to Lessor. In no event shall Lessor be obligated to lease the Premises in priority of other space in the Building or adjacent buildings owned by Lessor or any affiliate thereof. If Lessor so relets, Lessor is authorized to decorate or to make any repairs, changes, alterations or modifications in or to the Premises as it deems necessary to prepare the Premises to relet at Lessee's expense. If Lessor fails to relet the Premises, then Lessee shall pay to Lessor as damages a sum equal to the amount of the Base Rent and Additional Rent provided for in this Lease for such period or periods. If Lessor relets the Premises and fails to realize a sufficient sum from such reletting to pay all Base Rent and Additional Rent due and payable hereunder after deducting (a) the due and unpaid Base Rent and Additional Rent, (b) the accrued Interest thereon, (c) the cost of recovering possession, (d) the costs and expenses of all decorations, repairs, changes, alteration and modifications, (e) the expense of such reletting and the collection of the rent accruing therefrom, (f) the cost of any brokerage fees for commissions payable by Lessor in connection with such reletting or attempted related: (g) the cost of removing and storing the furniture, trade fixtures, equipment, inventory and/or personal property of Lessee or any other occupant's property left on the Premises, Parking, or Land after reentry, (h) any other costs incurred by Lessor in such reletting; and (i) any other sum or money or damages owed by Lessee to Lessor at law, in equity, or hereunder, then Lessee shall pay to Lessor any such deficiency upon demand from time to time, Lessor shall in no event be obligated to pay any such excess proceeds from such reletting to Lessee after deduction of the foregoing from such proceeds. Lessor may file one or more suits to recover any sums falling due under this Section from time to time. Any reletting shall not be an election by Lessor to terminate this Lease or acceptance of surrender of the Premises unless Lessor gives a written notice of such intention to Lessee. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous default.

D. Lessor may change the locks on the Premises and not return the new key to the Lessee unless the Lessee cures or diligently proceeds to cure the default(s). The Lessor will not have to give the Lessee a new key unless the Lessee cures the default(s).

E. Lessor may enter upon the Premises and do whatever Lessee is obligated to do under the terms of this Lease; and Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in effecting compliance with Lessee's obligations under this Lease plus ten percent (10%) of such cost to cover overhead, plus interest, and Lessee further agrees that Lessor shall not be liable for any damages resulting to Lessee from such action. No action taken by Lessor under this section shall relieve Lessee from any of its obligations under this Lease or from any consequences or liabilities arising from the failure to perform such obligations.

F. Any furniture, trade fixtures, equipment, inventory or other personal property of Lessee which remains on the Premises following (i) the termination date of this Lease, or (ii) Lessor's termination of Lessee's possession of the Premises pursuant to this Section 29, shall conclusively be deemed abandoned, and without notice to Lessee, Lessor may dispose of the same in any manner deemed suitable by Lessor, sell such property and retain the proceeds therefore, or store such property at Lessee's expense.

G. Lessor shall have the right to exercise any and all other remedies available to Lessor in this Lease, at law or in equity.

25. Waiver. Failure of either party to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but either party shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or at equity.



Lessor's Initial

26. Lien for Rent. Lessee hereby grants Lessor a lien on all furniture, trade fixtures, equipment, inventory and personal property of Lessee now or hereafter placed in or upon the Premises, including but not limited to, all goods, wares, fixtures, machinery, equipment, furnishings, and other articles of personal property, and all proceeds from the sale or lease thereof (the "Collateral") (operation or trade), and such property shall be and remain subject to lien of Lessor to secure payment of all rent and other undisputed sums agreed to be paid and obligations to be performed, by Lessee under this Lease. No Collateral shall be removed from the Premises without Lessor's consent until all of Lessee's obligations hereunder are fully satisfied (except those removed in the ordinary course of business and replaced with items of the same value and quality). This Lease shall constitute a security agreement under the Texas Uniform Commercial Code ("TUCC") so that Lessor shall have and may enforce a security interest in all property of Lessee now or hereafter placed in or on the Premises, and all proceeds from the sale or lease thereof. Lessee agrees to execute as debtor such financing statement or statements as Lessor may now or hereafter reasonably request in order that such security interest may be perfected pursuant to said TUCC. Lessor may at its election file a copy of this Lease as a financing statement. Lessor, as secured party, shall be entitled to all of the rights and remedies afforded a secured party under said TUCC, which rights and remedies shall be in addition to and cumulative of the Lessee's liens and rights provided by law or by the other terms and provisions of this Lease.

27. Assignment by Lessor. Lessor shall have the right to sell, transfer or assign, in whole or in part, all of its rights and obligations hereunder and in the Building and the Land. In such event and upon the assumption by such transferee of Lessor's obligations hereunder, no further liability or obligation shall thereafter accrue against Lessor hereunder.

28. Assignment by Lessee. Lessee shall not, without Lessor's prior written consent in each instance, which consent shall not be unreasonably withheld, conditioned, or delayed, convey, assign or encumber this Lease or any interest herein, directly or indirectly, voluntarily or by operation of law, including the merger or consolidation of Lessee with or into another entity, or sublet all or any portion of the Premises, or permit the use or occupancy of any part of the Premises by anyone other than the Lessee (collectively, "Transfer"). If Lessee is other than an individual, any change in "control" of Lessee shall constitute a Transfer, and the surviving party in control shall be the Transferee. "Control" means the direct or indirect power to direct or cause direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise. Following any Transfer, except as otherwise provided herein below, Lessee (and any guarantors) shall remain fully liable under this Lease, as then or thereafter amended with or without notice to or consent of Lessee (or any guarantors), and Lessor may proceed directly under this Lease against Lessee (or any guarantor) without first proceeding against any other party. Lessee shall give Lessor written notice of any proposed Transfer at least 30 days prior to the anticipated effective date of the proposed Transfer, which notice shall include: (i) a complete detailed written description of the Transfer; the name, address, business and intended use of the Transferee; (ii) a current financial statement certified by the Transferee's president or chief financial officer or auditors; (iii) a copy of the proposed Transfer document; (iv) appropriate evidence of the existence, good standing and signature authority of the Transferee; (v) such other pertinent information as Lessor reasonably requests; (vi) a check to Lessor or Lessor's designated managing agent, for quoted processing fee (no less than a \$1000.00), but Lessee hereby agrees that neither Lessee's payment nor Lessor's acceptance of the processing fee shall be construed to impose any obligation whatsoever.

Within 30 days after receipt of all required Transfer information, Lessor shall give Lessee written notice of its election (i) to consent to the Transfer or (ii) not to consent to the Transfer, in which event this Lease shall continue in full force and effect. If Lessor fails to timely make such election, Lessor shall be deemed to have elected option (ii) above. Any Transfer occurring without Lessor's consent shall be void and shall constitute a Default hereunder. In any event, all renewal and expansion options and other preferential rights under this Lease are personal to the original Lessee under this Lease and shall not be exercisable by any Transferee.

Notwithstanding anything contained herein to the contrary, provided Lessee is not in default hereunder, Lessee shall have the right to sublet or assign all or part of the Premises to a partially or wholly owned corporation subsidiary of Lessee, to its parent company, or to an "Affiliate" of Lessee, provided (a) Lessee gives


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prior written notice of the assignment or equals or exceeds Lessee's net worth as of the Effective Date of the Lease, and (b) the assignee or transferee assumes in writing the duties and obligations of Lessee hereunder, and (c) Lessee remains directly and primarily liable for the performance of all the covenants, duties and obligations of Lessee hereunder, and Lessor shall be permitted to enforce the provisions of this instrument against the undersigned Lessee and/or any other person. As used in this Lease, the term "Affiliate" shall mean and refer (1) to any person or entity controlling, controlled by, or under common control with Lessee, or (2) to any entity Lessee merges or consolidates with or into. "Control" as used herein shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such controlled person or entity; ownership, directly or indirectly, of more than 50% of the voting securities of, or possession of the right to vote, in the ordinary direction of its affairs, more than fifty percent 50% of the voting interest in, any person or entity shall be presumed to constitute such control. In order for Lessor to make a determination of net worth, Lessee shall deliver to Lessor current financial statements confirming the net worth.

29. Notices. Any notice required or permitted to be given pursuant to the terms of this Lease shall be sent by certified or registered U.S. Mail return receipt requested, hand delivery or nationally recognized overnight courier, if to Lessor, at 9400 Grogan's Mill Road, Suite 300, The Woodlands, TX 77380 Attention: David Kanner and to Lessee at 101 NE 2nd Street, Ocala, FL 34470 Attn: Margaret Potter.

The place to which such notices shall be sent may be changed by either party giving notice of such change to the other party in the manner hereinabove provided, and such address changes shall be effective within five (5) days of receipt of such notice. A notice shall be deemed given and received (i) if by certified or registered mail, on the 3rd business day following deposit into the U.S. Mail; (ii) if by hand delivery, upon tender of delivery; and (iii) if by overnight courier, the first (1st) business day following deposit.

30. Severability. If any of the provisions of this Lease shall contravene or be invalid under the laws of the particular state, county, or jurisdiction where applied, such contravention or invalidity shall not invalidate the Lease or any other portions thereof and the remainder of this Lease or the application thereof to other persons or circumstances shall not be affected thereby.

31. Corporate Authority. If Lessee signs as a corporation, or other entity each of the persons executing this Lease on behalf of Lessee represents and warrants that Lessee is a duly organized and existing corporation, partnership, limited liability company or other entity, that Lessee has and is qualified to do business in Texas, that the corporation or other entity has full right and authority to enter into this Lease, and that all persons signing on behalf of the corporation or other entity were authorized to do so by appropriate corporate or entity actions.

32. Title. This Lease is subject to all matters of record in the Real Property Records of Montgomery County, Texas. By execution of this Lease, Lessee consents to all plats and replats of the land, if any, in compliance with all applicable laws.

33. Not an Offer. The submission of this Lease to Lessee shall not be construed as an offer, nor shall Lessee have any rights with respect thereto unless Lessor executes a copy of this Lease and delivers the same to Lessee.

34. Exhibits, Riders and Addenda. This Lease also includes and incorporates herein for all purposes all attached Exhibits, Riders, and Addenda, as may be referenced herein or which are otherwise acknowledged by the parties in accordance with Article 37 herein below.

35. Joint and Several Tenancy. If more than one person executes this Lease as Lessee, their obligations hereunder are joint and several, and any act or notice of or to, or refund to, or the signature of, any one or more of them, in relation to the renewal or termination of this Lease, or under or with respect to any of the terms hereof shall be fully binding on each and all of the persons executing this Lease as a Lessee.


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36. Binding Effect. This Lease shall be binding upon and inure to the benefit of the heirs, successors or assigns of Lessor and Lessee, subject to the limitation on subleasing and assignment herein contained.

37. Entire Agreement. This Lease shall constitute the sole and only agreement of Lessor and Lessee with regard to the Lease of the Premises, and shall supercede any prior or contemporaneous oral or written agreements. This Lease may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.

38. Pronouns. Pronouns, which refer to either Lessor or Lessee, shall be construed to mean the appropriate number and gender intended.

39. Force Majeure. If either party shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, war, riots, acts of terrorism, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations or other cause without fault and beyond the control of the party obligated (Lessee's financial inability such as inability to obtain financing or lack of capital is excepted), performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended by a period equal to the period of such delay; provided, however, nothing in this Section shall excuse Lessee from the prompt payment of any rental or other charge required of Lessee hereunder, except as may be expressly provided elsewhere in this Lease.

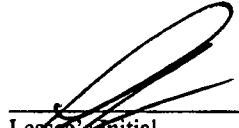
40. Limitation of Liability. Any judgment recovered by any Lessee Party against any Lessor Party shall be satisfied solely out of proceeds received at a judicial sale upon execution and levy made against Lessor's right, title and interest in the Building. Lessee waives (k) all right to levy against the Building or Land or any other property of Lessor or any Lessor Party for any deficiency or claim against Lessor or any Lessor Party or to otherwise claim against Lessor or any Lessor Party hereto shall be liable to the other party for consequential, special or punitive damages allegedly suffered by any party, including without limitation, lost profits and business interruption.

41. General. Time is of the essence of this Lease. All rights and remedies of Lessor and lessee under this Lease shall be cumulative and none shall exclude any other rights or remedies allowed by law. This Lease shall be declared to be a Texas lease, and all of the terms hereof shall be construed according to the laws of the State of Texas. Said Lease shall be performable only in Montgomery County, Texas, and venue for any action hereunder shall lie exclusively in Montgomery County, Texas or in the Southern District of Texas, Houston Division, as appropriate.

42. Option to Terminate. Lessee may terminate after 36 months, with 6 months prior written notice. If lessee exercises option to terminate then lessee would be subject to a \$17,000.00 penalty which will help reimburse Lessor for the following: 1) repayment of unamortized leasing costs, and 2) two (2) months base rent.

43. Brokers. Lessor and Lessee warrant and represent to the other that it has not dealt with any real estate broker and/or salesman other than The J. Beard Company, LLC who shall be hereinafter referred to as "Brokers" in connection with the negotiation or execution of this Lease and no such broker or salesman has been involved in connection with this lease, and each party agrees to defend, indemnify and hold harmless the other party from and against any and all costs, expenses, attorneys' fees or liability for any compensation, commission and charges claimed by any real estate broker and/or salesman (other than the aforesaid Brokers) due to acts of such party or such party's representatives. The agreement with Broker is covered in a separate agreement. Lessor shall remain solely responsible for paying the commissions or fees earned by the aforesaid brokers in connection with this Lease of the Premises.


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44. This Lease is subject to Landlord's approval of Tenant's current financial condition.

IN TESTIMONY WHEREOF, the parties hereto have executed this Lease in multiple counterparts, each of which shall constitute an original but collectively shall constitute only one document, such execution to be effective on the date first above written.

LESSOR:

Interstate Terra Development, Inc.
A Texas Corporation,

By: 

Name: David Kanner

Title: President

LESSEE:

Taylor, Bean and Whitaker Mortgage Corp.
A Florida Corporation,

By: 


Name: _____

Title: _____

LEASEHOLD IMPROVEMENT ADDENDUM

Lessor agrees to contribute \$5,000.00 dollars to construct, or cause to be constructed, to "building standard" specifications, all leasehold improvements required by Lessee for the Premises ("Leasehold Improvements"), to be mutually agreed to by Lessor and Lessee.


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