PREMIER CORPORATE CENTRE, LLC

As Landlord

and

Taylor, Bean & Whitaker Mortgage Corporation

As Tenant

LEASE AGREEMENT

Dated: July 2nd, 2007

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LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into as of the 2nd day of July 2007, by and between Premier Corporate Centre, LLC, having an address of 4008 North Florida Avenue, Tampa, Florida 33603, (the "Landlord"), and Taylor, Bean & Whitaker Mortgage Corporation, having its address at 101 N. E. 2nd Street, Ocala, Florida 34470-6642 (the "Tenant").

R E C I T A L S:

A. Landlord owns certain real property commonly known as Premier Corporate Center, Tampa, Hillsborough County, Florida ("Property"), more particularly described in Exhibit A attached hereto and made a part hereof, and the building known as Corporate Center II located on the Property and with a street address of 3915 Premier North Drive, Tampa, Florida 33618 ("Building").

B. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, approximately 4,287 rentable square feet of the Building specified herein on the terms and conditions set forth herein.

C. The Property is or may be, from time to time, subject to one or more mortgages in favor of one or more mortgagees (individually, "Mortgagee") to secure certain indebtedness of the Landlord.

NOW, THEREFORE, in consideration of the foregoing and of the representations and agreements contained in this Lease Agreement, the parties agree as follows:

1. LEASED PREMISES. Landlord hereby leases to Tenant, and Tenant leases from Landlord, office space located at 3915 Premier North Drive, Tampa, Florida, containing approximately 4,287 rentable square feet of space on the ground floor of the Building, located as shown on Exhibit B attached hereto and made a part hereof (the "Leased Premises"), upon the terms and conditions set forth in this Lease Agreement. Tenant accepts the Leased Premises in its current condition. Landlord agrees to construct certain improvements in the Leased Premises, as specified in the work letter (the "Work Letter"), which is attached hereto as Exhibit C and made a part hereof. Except as expressly set forth in this Lease and in the Work Letter, Landlord shall have no obligation to make or pay for any improvements in or to the Leased Premises.

2. TERM.

(a) The initial term ("Initial Term") of this Lease Agreement shall commence on October 1, 2007 ("Commencement Date"), and shall expire on September 30, 2012 ("Expiration Date").

In the event the Tenant Improvements (as that term is defined in Exhibit C1 attached hereto) are substantially complete prior to October 1, 2007, Tenant shall be allowed occupancy with all terms and conditions of the Lease in effect including prorated rent for any such partial month prior to the Commencement Date.

In the event Tenant Improvements are not substantially complete by October 1, 2007, the Commencement Date shall be the first day of the month immediately following the date Tenant Improvements are substantially complete and the Expiration Date shall be at midnight on the day preceding the fifth (5th) anniversary of the Commencement Date. Upon substantial completion of Tenant improvements, Tenant shall be allowed occupancy with all terms and conditions of the Lease in effect including prorated rent for any such partial month prior to the Commencement Date.

(b) The Term of this Lease Agreement shall mean the Initial Term and any renewal term, if any, but any renewal or extension of the Initial Term shall be at Landlord's sole discretion and shall be subject to such terms and conditions as Landlord in his sole discretion may require.

3. USE. Tenant shall occupy, use and operate the Leased Premises only for general office uses, and for no other purpose. Tenant shall not use or allow the Leased Premises or any part thereof to be used or occupied for an unlawful or disreputable purpose or in violation of any certificate of occupancy, temporary or otherwise, restrictions or regulations affecting the Leased Premises or in any manner which may constitute a nuisance, public or private, or unreasonable annoy or inconvenience other tenants of the Building, or make void or voidable any insurance then in force with respect thereto. Tenant shall not operate a telemarketing or similar use in the Leased Premises. Tenant shall conduct its operations in compliance with all applicable federal, state and local laws, ordinances, rules, regulations or orders related to Hazardous Substances (as defined in Section 12 hereof) and shall at all times keep the Leased Premises free and clear of any and all unpermitted or unauthorized Hazardous Substances.

Tenant shall at its own cost and expense promptly observe and comply with all laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, county, municipal or town governments and of all governmental authorities affecting its occupancy of and conduct of its business at the Leased Premises, whether the same are in force at the commencement of the Term of this Lease Agreement or may be in the future passed, enacted or directed.

4. RENT.

(a) Tenant covenants and agrees to pay to Landlord as base rent a sum calculated during the Initial Term of this Lease Agreement in the amounts as set forth below in this Section 4(a) hereof. Such base rent shall be payable in equal monthly installments in advance, without notice, demand, offset or deduction, on the first day of each month of the Initial Term, except the base rent for the first full calendar month of the Initial Term shall be payable on the date of the execution of this Lease Agreement. Such base rent shall be due in the amounts set forth as follows:

FULL CALENDAR MONTH OF LEASE TERM	MONTHLY BASE RENT	RENTABLE SQUARE FEET	ANNUAL BASE RENT PER RENTABLE SQUARE FOOT
1 - 12	$7,627.29	4,287	$21.35
13 - 24	$7,805.91	4,287	$21.85
25 - 36	$7,984.54	4,287	$22.35
37 - 48	$8,163.16	4,287	$22.85

49 - 60	$8,341.79	4,287	$23.35

If the Lease Term ends on a day other than the last day of a calendar month, then the base rent for the fractional month shall be appropriately prorated, based on a thirty (30) day month. "Rent" (which term shall include base rent, additional rent as described in this Lease Agreement and any additional amounts or charges due of Tenant hereunder) shall be paid to Landlord, without deduction, offset or counterclaim, in lawful money of the United States of America to Premier Corporate Centre, LLC, c/o Ciminelli Real Estate Services of Florida, LLC, 3928 Premier North Drive, Tampa, FL 33618 or to such other person or at such other place as Landlord may from time to time designate in writing. Tenant's covenant to pay base rent and additional rent under this Lease is an independent covenant.

(b) No payment by Tenant or receipt by Landlord of a lesser amount than that provided herein shall be deemed to be other than on account of the earliest stipulated rent; nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided herein.

(c) Any installment of rent or additional rent not received by Landlord within five (5) days after it is due shall be subject to a late charge of four percent (4%) of such installment and shall bear interest at the rate of 18% per annum from the due date until paid.

(d) In the event that the Term commences after the first day of a month, or expires prior to the last day of a month, rent for such month shall be prorated.

(e) Except as expressly provided in this Lease Agreement, Tenant shall not make any prepayment of rent.

(f) Tenant shall also pay to Landlord, with each payment of base rent or additional rent, all local, state or federal sales or rental taxes which are now or in the future due thereon or in connection therewith.

5. <u>TENANT'S PRO RATA SHARE OF TAXES, INSURANCE, OPERATING, MAINTENANCE AND OTHER EXPENSES</u>.

(a) As used herein, a Lease Year shall be each twelve month period from January 1 through December 31 during the term of this Lease Agreement, and the "Base Year" is calendar year 2007.

(b) For each year during the Term of this Lease Agreement after the Base Year, Tenant shall pay to Landlord as additional rent Tenant's Proportionate Share of the amount by which the Enumerated Items exceeds the amount of the Enumerated Items for the Base Year (said excess being the "Increased Cost"). For purposes of this Lease Agreement, "Enumerated Items" shall mean Landlord's expenses for (i) for the maintenance services provided for in Section 6, (ii) water and sewer service and other utilities for the Property, (iii) removal of trash from the Property, and (iv) all other operating, management, maintenance and other expenses incurred by Landlord with respect to the Property, other than Property Tax and Insurance (as hereinafter defined). As soon as reasonably possible after the completion of each Lease Year, or if the method set forth in this Section 5(b) is in effect for only part of a Lease Year, as soon as reasonably possible at the completion of that portion of the Lease Year during which it was in effect, Landlord shall deliver to Tenant a statement (the "Annual Statement"), certified by a real estate officer or manager or financial officer of Landlord, of the aggregate costs incurred for the Enumerated Items during such Lease Year or applicable part thereof and of the actual Increased Cost of the Enumerated Items during such period, and Tenant shall pay to Landlord Tenant's Proportionate Share thereof (as determined pursuant to Section 5(e)) within thirty (30) days thereafter. Tenant may review any and all invoices and other statements reflecting the Increased Cost of the Enumerated Items.

(c) For each year during the Term of this Lease Agreement after the Base Year, Tenant shall pay to Landlord, as additional rent in addition to any amount due pursuant to Section 5(b) or 5(d) hereof, Tenant's Proportionate Share (as hereinafter defined) of the amount by which the Property Tax exceeds the amount of the Property Tax for the Base Year (said excess being the "Increased Cost"). For purposes of this Lease Agreement, "Property Tax" shall mean Landlord's expenses for all state and local real estate taxes and assessments, and payments in lieu thereof, and all other charges and assessments imposed upon the Property. As soon as reasonably possible after the completion of each Lease Year, or if the method set forth in this Section 5(c) is in effect for only part of a Lease Year, as soon as reasonably possible at the completion of that portion of the Lease Year during which it was in effect, Landlord shall deliver to Tenant a statement (the "Property Tax Annual Statement"), certified by a real estate officer or manager or financial officer of Landlord, of the aggregate costs incurred for Property Tax during such Lease Year or applicable part thereof and of the actual Increased Cost of the Enumerated Items during such period, and Tenant shall pay to Landlord Tenant's Proportionate Share thereof (as determined pursuant to Section 5(e)) within thirty (30) days thereafter. Tenant may review any and all invoices and other statements reflecting the Increased Cost of Property Tax.

(d) For each year during the Term of this Lease Agreement after the Base Year, Tenant shall pay to Landlord, as additional rent in addition to any amount due pursuant to Section 5(c) or 5(d) hereof, Tenant's Proportionate Share (as hereinafter defined) of the amount by which the Insurance exceeds the amount of the Insurance for the Base Year (said excess being the "Increased Cost"). For purposes of this Lease Agreement, "Insurance" shall mean premiums for fire, casualty, rent and liability insurance maintained by Landlord pursuant to Section 13(c) hereof. As soon as reasonably possible after the completion of each Lease Year, or if the method set forth in this Section 5(d) is in effect for only part of a Lease Year, as soon as reasonably possible at the completion of that portion of the Lease Year during which it was in effect, Landlord shall deliver to Tenant a statement (the "Insurance Annual Statement"), certified by a real estate officer or manager or financial officer of Landlord, of the aggregate costs incurred for Insurance during such Lease Year or applicable part thereof and of the actual Increased Cost of Insurance during such period, and Tenant shall pay to Landlord Tenant's Proportionate Share thereof (as determined pursuant to Section 5(e)) within thirty (30) days thereafter. Tenant may review any and all invoices and other statements reflecting the Increased Cost of Insurance.

(e) As used herein, "Tenant's Proportionate Share" of any item or component thereof shall be computed by multiplying such item times a fraction, the numerator of which is the number of rentable square feet in the Leased Premises and the denominator of which is the number of rentable square feet of space in the Building. The Increased Cost of each Enumerated Item, Property Tax, or Insurance, shall be net and shall be reduced by the amount of any insurance or other reimbursement or recoupment payment, discount or credit actually received by Landlord in connection therewith. If the Building is not fully occupied during the Base Year or any Subsequent Lease Year, Landlord shall reasonably estimate the Increased Cost of each Enumerated Item, and of Property Tax and Insurance, as if the Building were 95% occupied during such period. If the Initial Term of this Lease Agreement terminates on a date other than December 31, then Tenant's obligation to pay additional rent for the partial Lease Year during which this Lease Agreement terminates (1) shall be pro-rated based upon the number of days in said partial Lease Year during which this Lease Agreement was in effect, and (2) shall survive the termination of this Lease Agreement.

(f) Landlord may, at any time and from time to time, change its selection of the method of determination and payment of the additional rent due pursuant to Section 5(b) from the annual method to a monthly method based upon estimates of the Increased Cost by giving written notice thereof to Tenant. If Landlord elects to require payment of such additional rent on a monthly basis with annual reconciliation, then on or about January 1 of each calendar year after the Base Year (or as soon thereafter as practical), Landlord shall provide Tenant with a comparison of the Enumerated Items for the Base Year ("Base Enumerated Items"), and the projected Enumerated Items ("Estimated Enumerated Items") for such current calendar year, and Tenant shall thereafter pay, as "Additional Rent" Tenant's Proportionate Share of any projected excess of Estimated Enumerated Items for such year over the Base Enumerated Items. Said amount shall be payable in advance on a monthly basis by way of paying 1/12th of such projected excess during each month of such respective calendar year. Until Landlord has furnished Tenant such comparison, Tenant shall continue to pay on the basis of the prior year's estimate until the month after such comparison is given, at which time Tenant shall adjust its monthly installments of Estimated Enumerated Items to compensate for any deficiency in amounts of Estimated Enumerated Items previously paid by Tenant for that year. Landlord shall, within a period of one hundred twenty (120) days (or as soon thereafter as practical) after the close of each such respective calendar year following the Base Year provide to Tenant an unaudited statement of such year's Actual Enumerated Items (such Actual Enumerated Items and Base Enumerated Items both being adjusted to reflect throughout the pertinent calendar year). If the Actual Enumerated Items are greater than the Estimated Enumerated Items, Tenant shall pay to Landlord, within thirty (30) days of Tenant's receipt thereof. If such year's Estimated Enumerated Items are greater than the Actual Enumerated Items, Landlord shall credit to Tenant, within thirty (30) days of the issuance of such statement, Tenant's Proportionate Share of the difference between the projected Enumerated Items and the greater of the Actual Enumerated Items or the Base Enumerated Items.

(g) Landlord may, at any time and from time to time, change its selection of the method of determination and payment of the additional rent due pursuant to Section 5(c) from the annual method to a monthly method based upon estimates of the Increased Cost by giving written notice thereof to Tenant. If Landlord elects to require payment of such additional rent on a monthly basis with annual reconciliation, then on or about January 1 of each calendar year after the Base Year (or as soon thereafter as practical), Landlord shall provide Tenant with a comparison of

Property Tax for the Base Year ("Base Property Tax"), and the projected Property Tax ("Estimated Property Tax") for such current calendar year, and Tenant shall thereafter pay, as "Additional Rent" Tenant's Proportionate Share of any projected excess of Estimated Property Tax for such year over the Base Property Tax. Said amount shall be payable in advance on a monthly basis by way of paying 1/12th of such projected excess during each month of such respective calendar year. Until Landlord has furnished Tenant such comparison, Tenant shall continue to pay on the basis of the prior year's estimate until the month after such comparison is given, at which time Tenant shall adjust its monthly installments of Estimated Property Tax to compensate for any deficiency in amounts of Estimated Property Tax previously paid by Tenant for that year. Landlord shall, within a period of one hundred twenty (120) days (or as soon thereafter as practical) after the close of each such respective calendar year following the Base Year provide to Tenant an unaudited statement of such year's Actual Property Tax (such Actual Property Tax and Base Property Tax both being adjusted to reflect throughout the pertinent calendar year). If the Actual Property Tax is greater than the Estimated Property Tax, Tenant shall pay to Landlord, within thirty (30) days of Tenant's receipt thereof. If such year's Estimated Property Tax is greater than the Actual Property Tax, Landlord shall credit to Tenant, within thirty (30) days of the issuance of such statement, Tenant's Proportionate Share of the difference between the projected Property Tax and the greater of the Actual Property Tax or the Base Property Tax.

(h) Landlord may, at any time and from time to time, change its selection of the method of determination and payment of the additional rent due pursuant to Section 5(d) from the annual method to a monthly method based upon estimates of the Increased Cost by giving written notice thereof to Tenant. If Landlord elects to require payment of such additional rent on a monthly basis with annual reconciliation, then on or about January 1 of each calendar year after the Base Year (or as soon thereafter as practical), Landlord shall provide Tenant with a comparison of the Insurance for the Base Year ("Base Insurance") and the projected Insurance ("Estimated Insurance") for such current calendar year, and Tenant shall thereafter pay, as "Additional Rent" Tenant's Proportionate Share of any projected excess of Estimated Insurance for such year over the Base Insurance. Said amount shall be payable in advance on a monthly basis by way of paying 1/12th of such projected excess during each month of such respective calendar year. Until Landlord has furnished Tenant such comparison, Tenant shall continue to pay on the basis of the prior year's estimate until the month after such comparison is given, at which time Tenant shall adjust its monthly installments of Estimated Insurance to compensate for any deficiency in amounts of Estimated Insurance previously paid by Tenant for that year. Landlord shall, within a period of one hundred twenty (120) days (or as soon thereafter as practical) after the close of each such respective calendar year following the Base Year provide to Tenant an unaudited statement of such year's Actual Insurance (such Actual Insurance and Base Insurance both being adjusted to reflect throughout the pertinent calendar year). If the Actual Insurance is greater than the Estimated Insurance, Tenant shall pay to Landlord, within thirty (30) days of Tenant's receipt thereof. If such year's Estimated Insurance is greater than the Actual Insurance, Landlord shall credit to Tenant, within thirty (30) days of the issuance of such statement, Tenant's Proportionate Share of the difference between the projected Insurance and the greater of the Actual Insurance or the Base Insurance.

(i) Tenant's obligation to pay Tenant's Proportionate Share of the Increased Cost of the Enumerated Items, Property Tax, and Insurance during the term hereof shall survive the expiration or termination of this Lease Agreement.

6. LANDLORD'S SERVICES. Landlord shall, during the Term of this Lease Agreement, provide repairs to and replacements to the foundation, roof and load bearing walls of the Building, of components of the heating, plumbing, water, electrical, sprinkler and air conditioning systems, and any other repairs to the Building, all of which are needed in the reasonable judgment of Landlord, unless caused by the misuse or negligence of Tenant, its employees or invitees. In addition, Landlord shall provide parking lot lighting, striping and maintenance; landscaping; maintenance of fences (if any); lawn care; maintenance of Building exterior and sign (if any); and cleaning and maintenance of common hallways, walks, restrooms and other common areas. Landlord shall not be required to perform any services except as specifically set forth herein.

7. UTILITIES. The Premises shall be separately metered for electric service and Tenant shall pay directly for electric utility costs. Landlord shall not be liable for any failure of a utility company or governmental authority to supply such service or for any loss, damage or injury caused by or related to such failure to supply such service which failure is outside the reasonable control of Landlord.

8. MAINTENANCE AND REPAIRS. Tenant shall, at its sole expense, be responsible for maintaining the Leased Premises in a good, orderly and clean condition. Tenant shall cause the removal of trash from the Premises and shall undertake normal interior cleaning and janitorial services. Tenant shall also repair, at its sole expense to the extent not covered by insurance, and to the satisfaction of Landlord, any damage to the Leased Premises caused by the misuse or negligence of Tenant, its employees or invitees. Whenever glass is broken due to the misuse or negligence of Tenant, its employees or invitees, Tenant agrees to replace all broken glass with glass of the same size and quality of that broken at its sole expense to the extent not covered by insurance. Tenant shall not be entitled to any partial or total abatement of rent for periods during which repairs are required to be made, whether such repairs are the responsibility of Landlord or Tenant. Landlord shall repair, at Tenant's sole expense, any damage to the Property, the Building or any appurtenances thereto caused by the misuse or negligence of Tenant, its employees or invitees. Such sums expended by Landlord shall constitute additional rent and shall be due and payable within ten (10) days of Landlord's demand for payment.

9. ACCESS TO THE LEASED PREMISES. Tenant agrees that Landlord shall have such rights to enter upon the Leased Premises (during normal business hours and upon giving Tenant reasonable advance notice), including rights of ingress and egress, as shall be necessary to enable it to exercise its powers, rights, duties and obligations as set forth in this Lease Agreement. Landlord shall further have the right to enter into and grant licensees the right to enter the Leased Premises during Tenant's normal business hours, or in the case of a bona fide emergency at any time, upon reasonable notice to Tenant under the circumstances, for any purpose which Landlord may deem necessary, including, without limitation, for making structural repairs to the Building or the Leased Premises or any other repairs for which Landlord is responsible, or for exhibiting the Leased Premises to prospective purchasers, mortgagees or tenants.

10. QUIET ENJOYMENT. Landlord covenants that so long as Tenant is not in default hereunder, it shall and may peaceably and quietly have, hold and enjoy the Leased Premises during the term of this Lease Agreement and any renewal or extension hereof, subject to the provisions hereof, and of any mortgages, easements, restrictions, declarations and agreements to which the Leased Premises are now or shall hereafter be subject.

11. ALTERATIONS. Tenant shall make no alterations, additions or improvements in or to the Leased Premises without Landlord's prior written consent. In the event that Landlord consents to any alterations, additions or improvements, Landlord shall furnish to Tenant at the time of delivering the consent a listing of all of Landlord's requirements with respect to construction. Any such alterations, additions or improvements shall be made at Tenant's sole expense. Any alterations, additions, improvements or modifications to the Premises made by Tenant, shall be made in a good and workmanlike manner, and in accordance with all applicable laws, regulations, building and fire safety codes, and other governmental requirements, and in subject to the reasonable rules and conditions of Landlord.

Tenant has no authority or power to cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to be attached to or be placed upon the Leased Premises, and any and all liens and encumbrances created by Tenant shall be attached only to its interest in the Leased Premises. Any lien or claim of lien filed against the Leased Premises for work claimed to have been done for, or for materials claimed to have been furnished to, Tenant shall, within ten (10) days thereafter, be discharged by Tenant, or, at the discretion of Tenant, be bonded pursuant to the Florida Construction Lien Law, at Tenant's expense (but only if permitted by any mortgages which may encumber the Property). If Tenant fails to discharge (or, if permitted, bond) any such liens, then Landlord may, at its option, bond or discharge such lien, and the costs incurred by it in such discharge or bonding shall be due from Tenant on demand and shall bear interest at the rate of three percent (3%) per annum in excess of the Prime Rate as published from time to time in The Wall Street Journal or comparable publication. LANDLORD HEREBY NOTIFIES ALL PERSONS AND ENTITIES THAT ANY LIENS CLAIMED BY ANY PARTY AS THE RESULT OF IMPROVING THE LEASED PREMISES, THE BUILDING OR THE LAND PURSUANT TO A CONTRACT WITH TENANT, OR WITH ANY PERSON OTHER THAN LANDLORD, SHALL EXTEND TO, AND ONLY TO, THE RIGHT, TITLE AND INTEREST IN AND TO THE LEASED PREMISES, IF ANY, OF THE PERSON CONTRACTING FOR SUCH IMPROVEMENTS. THIS PARAGRAPH SHALL BE CONSTRUED SO AS TO PROHIBIT, IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 713, FLORIDA STATUTES, THE INTEREST OF LANDLORD IN THE PREMISES BEING SUBJECT TO ANY LIEN FOR ANY IMPROVEMENTS MADE BY TENANT OR ANY OTHER PERSON ON THE LEASED PREMISES, THE BUILDING OR THE LAND.

12. LIABILITY. Tenant shall defend, indemnify and hold harmless Landlord and Mortgagee, including their respective members, agents, employees and assignees from and against all causes of action, claims, damages, losses and expenses, including reasonable attorneys' fees, resulting from or arising out of bodily injury or death, or damage to or destruction of property, in connection with Tenant's use or occupancy of the Leased Premises, whether the same be asserted by third parties, Tenant or Tenant's agents, contractors, employees, invitees or licensees, except to the extent caused by Landlord's gross negligence or willful misconduct.

Moreover, Landlord and Mortgagee shall not be liable for any damage or injury to the Leased Premises, to any property thereon, to Tenant, its agents, contractors, employees, invitees or licensees, arising from any use or condition of the Leased Premises including, without limitation, any injury or damage to persons or property resulting from fire, explosion, collapse, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Leased Premises or from the pipes, sprinklers, appliances or plumbing works or from the rod, street or subsurface or from any other place or by dampness or by any other cause whatsoever, or from latent defects in the Building and Tenant shall defend, indemnify and hold Landlord and Mortgagee harmless from and against any and all causes of action, claims, damages, losses and expenses, including reasonable attorneys' fees, in connection therewith, in all cases except to the extent caused by Landlord's gross negligence or willful misconduct.

In addition, Tenant shall indemnify and hold Landlord harmless against any and all claims, expenses, including reasonable attorneys' fees, demands, losses, costs, fines or liabilities of whatever kind or nature (including, without limitation, arising from personal injury, death or property damage) in any way related to or arising out of:

(a) the storage, use, manufacture or presence of any unpermitted Hazardous Substances (as hereinafter defined) on the Leased Premises;

(b) the performance by Tenant of any inspection, investigation, study, sampling, testing, removal, containment or other remedial action or other cleanup related to Hazardous Substances; and

(c) the failure by Tenant to conform with any applicable federal, state or local law, rule, regulation or order related to Hazardous Substances.

"Hazardous Substances" shall mean, without limitation, flammables, explosives, radioactive materials, radon, asbestos, urea formaldehyde foam insulation, lead-based paint, polychlorinated biphenyls, oil, petroleum or petroleum based or related substances, hydrocarbons or like substances and their additives or constituents, methane, solid wastes, refuse, garbage, construction debris, rubble, hazardous materials, hazardous wastes, toxic substances or related materials, and including without limitation, substances now or hereafter defined as "hazardous substances", "hazardous materials", "toxic substances", "hazardous wastes" or "harmful" in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §§ 6901, _et seq._), the Hazardous Materials Transportation Act, as amended (40 U.S.C. §§ 1801, _et seq._), the Resource Conservation and Recovery Act, as amended (41 U.S.C. §§ 6901 _et seq._), the Clean Air Act (42 U.S.C. §§ 7401, _et seq._), the Rivers and Harbors Appropriations Act (33 U.S.C. §§ 401-413), the Clean Water Act (33 U.S.C. §§ 1251, _et seq._), and in the regulations promulgated pursuant thereto, and any other applicable federal, state or local law, common law, code, rule, regulation, order, policy or ordinance, presently in effect or hereafter enacted, promulgated or implemented. In no event shall Tenant be liable or responsible for any Hazardous Substances in the Leased Premises prior to Tenant's occupancy thereof.

13. INSURANCE.

(a) Tenant shall, at its expense, at all times during the term of this Lease Agreement maintain in force a policy or policies of (i) comprehensive public liability insurance, including liability for both bodily injury and property damage, against claims for loss of life, bodily injury and property damage occurring in, on or about the Leased Premises or with respect to the operations of Tenant in the Leased Premises, in which the limit of public liability coverage shall be not less than Two Million Dollars ($2,000,000) combined single limit, for bodily injury, death, and property damage liability on a per occurrence basis and to include contractual liability coverage, (ii) all risks casualty insurance covering property and inventory used or stored at the Leased Premises, and (iii) business interruption insurance. Each such policy of insurance shall be written by one or more insurance companies licensed to do business in the State of Florida, shall name Landlord as additional insured and as the certificate holder thereof, with express waivers of subrogation against Landlord, and shall not be cancelable or amendable for any cause without first giving Landlord thirty (30) days' prior written notice. A certificate of said insurance or, at the request of the Landlord, a duplicate original of the policy, shall be delivered to Landlord on or before the Commencement Date, and certificates or, at the request of the Landlord, duplicate originals of the policy with respect to all renewals, extensions or replacements thereof shall thereafter be furnished to Landlord at least ten (10) days prior to the expiration or cancellation of any policies which they replace. Tenant shall further maintain all such workers compensation insurance and other policies of insurance as Landlord reasonably may require.

(b) To effectuate the purposes of Section 12, the Tenant will provide for and insure, in the public liability policies required in Section 13(a) hereof, not only its own liability in respect of the matters therein mentioned but also the liability pursuant to Section 12 other than any liability with respect to Hazardous Substances. Anything to the contrary in this Lease Agreement notwithstanding, the covenants of the Tenant contained in this Section 13 shall remain in full force and effect after the termination of this Lease Agreement until the later of (i) the expiration of the period stated in the applicable statute of limitations during which a claim or cause of action may be brought and (ii) payment in full or the satisfaction of such claim or cause of action and of all expenses and charges incurred by the Landlord or the Mortgagee relating to the enforcement of the provisions herein specified.

(c) Landlord shall maintain during the Term of this Lease Agreement insurance policies providing coverage for (i) all risks casualty insurance for the Building for the full replacement value thereof, (ii) liability of Landlord for personal injury and property damage caused by occurrences on or connected with the Property and (iii) loss of rent by Landlord during periods for which rent is abated hereunder because of fire or casualty damage.

(d) Landlord and Tenant (for themselves and their respective insurers) each hereby waive any and all rights to recover against the other, or against the officers, directors, shareholders, partners, joint venturers, employees and agents of such other party, for any loss or damage to such waiving party arising from any cause to the extent such loss or damage is covered by any fire and extended coverage or other similar casualty insurance maintained or required to be maintained by such party under the terms and provisions of this Lease. Landlord and Tenant will each cause their respective insurers to issue appropriate waivers of subrogation rights endorsements (to the extent that such rights are not waived in the policies themselves) to all fire and extended coverage policies of insurance or other similar insurance maintained or required to be maintained by such party, pursuant to the terms and provisions of this Lease in connection with the Leased Premises, the Building and the contents of the Leased Premises.

14 FIRE OR OTHER CASUALTY. In the event that the Leased Premises shall be rendered wholly untenantable by fire or other casualty, the Landlord shall be entitled to the proceeds of all applicable insurance maintained by Landlord, and may, at its option, (a) terminate this Lease Agreement by giving Tenant written notice thereof within thirty (30) days from the date of said damage or destruction, or (b) repair or replace the Leased Premises to substantially the same condition as prior to the damage or destruction. If the Landlord fails to commence to repair the damage or destruction within one hundred twenty (120) days from the date of such damage or destruction, or if the Leased Premises shall not have been substantially replaced or repaired within two hundred seventy (270) days after the date of such damage or destruction, Tenant may at its option, terminate this Lease Agreement by giving written notice to Landlord within fifteen (15) days after Landlord's failure to commence or substantially complete said repairs within the applicable time period. The rent herein required to be paid shall abate during the period of such untenantability.

If the Leased Premises shall be damaged in part by fire or other casualty, but still remain partially tenantable, Landlord shall repair the Leased Premises to substantially the same condition as prior to the damage. Landlord shall commence repair of the damage or destruction within one hundred twenty (120) days from the date of occurrence. During the period of such repairs and restorations, this Lease Agreement shall continue in full force and effect, and Tenant shall be required to pay the rent herein reserved, abated by the percentage of area of the Leased Premises destroyed as compared to the total area of the Leased Premises.

In the event that any damage or destruction occurs during the last twelve (12) months of the Initial Term or the Renewal Term, if any, to the extent of fifty percent (50%) or more of the insurable value of the Leased Premises, Landlord may elect to terminate this Lease Agreement by giving notice of such election to Tenant within thirty (30) days after such damage or destruction. In such event, Landlord shall receive the proceeds of the Landlord's insurance policies without obligation to rebuild or restore the Leased Premises, and Tenant shall execute any waiver which may be required of it by any insurer or Landlord.

15 EMINENT DOMAIN. In the event that all or any portion of the Leased Premises shall be taken by any governmental authority under the exercise of its right of eminent domain or similar right (or by act in lieu thereof), all right, title and interest in and to any award granted (or sums paid in lieu thereof) shall belong entirely to Landlord, and Tenant hereby assigns to Landlord all of its interest, title or claim, if any, in and to such award (or sums paid in lieu thereof), including, but not limited to, any part of such award attributable to Tenant's leasehold interest, if any. In the event of a partial taking, rent shall be reduced as of the date of such taking by an amount which shall equitably reflect the portion of the property taken. If the taking is of such a substantial nature that (a) it includes more than 25% of the square footage of the Leased Premises and (b) Tenant cannot conduct its operations in the Leased Premises, Tenant shall have the option, to be exercised by notice in writing to the Landlord within thirty (30) days after such taking, of terminating this Lease Agreement, or, if such taking be total, this Lease Agreement shall terminate upon the taking. In the event that this Lease Agreement is

terminated pursuant to this Section 15, Tenant shall not have any claim against Landlord for the balance of the unexpired term of this Lease Agreement.

16 SUBORDINATION. This Lease, and all rights of Tenant hereunder, are and shall be subject and subordinate at all times to the lien of any mortgages or any deeds of trust which may now or hereafter affect the leased premises or the Building, securing notes and bonds issued by Landlord, and to all renewals, modifications, consolidations, replacements and extensions thereof and all amendments and supplements to mortgages or deeds of trust. This clause shall be self-operative without the execution of any further instrument of subordination.

In the event any proceedings are brought for foreclosure of any mortgage or deed of trust covering the leased premises, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the leased premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease. Tenant further agrees to execute any attornment agreement required to effectuate the provisions hereof, containing such provisions as such purchaser reasonably requires.

Notwithstanding the foregoing, any such mortgagee or trustee may at any time subordinate its mortgage or deed of trust to this Lease, without Tenant's consent, by notice in writing to Tenant and thereupon this Lease shall be deemed prior to such mortgage or deed of trust without regard to their respective dates of execution and delivery, and in that event such mortgagee or trustee shall have the same rights with respect to this Leases as though it had been executed and delivered prior to the execution and delivery of the mortgage or the deed of trust and had been assigned to such mortgagee or trustee.

Tenant shall, upon request of any party in interest, execute promptly such instruments or certificates to carry out the intent of the various sections of this Section 16 as shall be requested by Landlord. If within five (5) days after the date of a request by Landlord to execute any such instrument Tenant shall not have executed and delivered the same, Tenant hereby irrevocably appoints Landlord as its agent and attorney-in-fact with full power and authority to execute and deliver in the name of Tenant any such instruments or certificates, and Landlord may, at its option, cancel this Lease without incurring any liability on account thereof, and the term hereby granted is expressly limited accordingly.

17 ESTOPPEL CERTIFICATE. Within five (5) days after request therefor by the Landlord or any mortgages or trustee under a mortgage or deed of trust covering the leased premises, or if, upon any sale, assignment or other transfer of the leased premises by Landlord, an estoppel certificate shall be requested from Tenant, Tenant at its expense shall deliver to Landlord in recordable form a statement to any proposed mortgagee or other transferee, or to Landlord certifying any facts that are then true with respect to this Lease Agreement, including without limitation (if such be the case) that this Lease Agreement is in full force and effect, that Tenant is in possession, that Tenant has commenced the payment of rent, that there have been no amendments to or modifications of this Lease Agreement and no prepayment of rental hereunder, and that there are no defenses or offsets to the Lease Agreement claimed by Tenant. If within five (5) days after the date of a request by Landlord to execute any such instrument Tenant shall not have executed and delivered the same, Tenant hereby irrevocably

appoints Landlord as its agent and attorney-in-fact with full power and authority to execute and deliver in the name of Tenant any such instruments or certificates, and Landlord may, at its option, cancel this Lease without incurring any liability on account thereof, and the term hereby granted is expressly limited accordingly.

18 DEFAULT.

(a) Any one or more of the following events shall constitute an "Event of Default" hereunder:

(i) If any representation or warranty made by Tenant herein shall prove to be false, misleading or incorrect in any material respect as of the date made; or

(ii) If Tenant fails to pay any installment of rent or additional rent within five (5) days after such rent is due; or

(iii) If Tenant fails to remedy a default by it with respect to any of the other covenants, conditions and agreements contained herein or in any rider, exhibit or other addendum hereto, within fifteen (15) days after written notice thereof to Tenant; or

(iv) If Tenant permanently abandons or vacates the Leased Premises or ceases to conduct its business therein; or

(v) If a petition in bankruptcy is filed by Tenant or if proceedings under any bankruptcy or debtor's relief law is filed against Tenant, or if Tenant becomes insolvent or admits in writing its inability to pay its debts as they become due, or if proceedings are taken by or against Tenant seeking the appointment of a receiver or similar relief or

(vi) Tenant's failure to pay any installment of rental, additional rental, or other sums due hereunder on or before the date when due on more than two (2) occasions during any twelve (12) month period.

(b) If an Event of Default shall occur, Landlord may, in addition to any other right or rights which Landlord have herein, at law or in equity, serve upon Tenant a written notice terminating this Lease Agreement whereupon this Lease Agreement and the Term hereunder shall end and expire, and Tenant shall then quit and surrender the Leased Premises to Landlord, but Tenant shall remain liable as hereinafter provided. If this Lease is terminated as aforesaid, or if any execution or attachment shall be issued against Tenant or any of Tenant's property whereupon the Leased Premises shall be taken or occupied by someone other than Tenant, then and in either of such events Landlord may, without notice, re-enter the Leased Premises and dispossess Tenant and the legal representative of Tenant or other occupant of the Leased Premises by summary proceedings or otherwise, and remove their effects and hold the Leased Premises as if this Lease Agreement had not been made, but Tenant shall remain liable hereunder as hereinafter provided.

(c) If an Event of Default shall occur, Landlord may, in addition to any other right or rights which Landlord have herein, at law or in equity, terminate Tenant's right to possession of the Leased Premises under this Lease and reenter and take possession of the Leased Premises and Landlord shall not be deemed to have thereby accepted a surrender of the Leased Premises or the leasehold estate created hereby, and Tenant shall remain liable for all rental and additional rental due under this Lease and for all damages suffered by Landlord because of Tenant's breach of any of the covenants of this Lease. At any time during such repossession or reletting, Landlord may, by delivering written notice to Tenant, elect to exercise its option under the preceding subparagraph to accept a surrender of the Leased Premises and the leasehold estate created hereby, terminate and cancel this Lease, and retake possession and occupancy of the Leased Premises on behalf of Landlord.

(d) If an Event of Default shall occur, Landlord may, in addition to any other right or rights which Landlord have herein, at law or in equity, declare the entire remaining unpaid rent for the term of this Lease then in effect to be immediately due and payable, and, at Landlord's option, take immediate action to recover and collect the same by any available procedure.

(e) In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (i) all rent, additional rent and other sums then to be paid by Tenant pursuant to this Lease Agreement shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration, together with such reasonable expenses as Landlord may incur for legal expenses, attorneys' fees, brokerage, and/or putting the Leased Premises in good order, (ii) Landlord may re-let the Leased Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms, which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease Agreement and may grant concessions or free rent, and/or (iii) Tenant or the legal representatives of Tenant shall also pay Landlord as liquidated damages for the failure of Tenant to observe and perform Tenant's covenants herein contained, any deficiency between the rents and other sums hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the lease or leases of the Leased Premises for each month of the period which would otherwise have constituted the balance of the term of this Lease Agreement. In computing such damages there shall be added to the said deficiency such reasonable expenses as Landlord may incur in connection with re-letting, such as legal expenses, attorneys' fees, brokerage and for keeping the Leased Premises in good order. Landlord, at Landlord's option, may make such alterations, repairs, decorations and replacements as are reasonably necessary or desirable for the purpose of re-letting the Leased Premises; and the making of such alterations and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Neither the failure or refusal of Landlord to re-let the Leased Premises or any part or parts thereof nor, in the event that the Leased Premises are re-let, the failure of Landlord to collect the rent under such re-letting shall release or affect Tenant's liability for damages, and Landlord shall not in any way be liable for same, but, if Landlord fails to collect such rent, Tenant is hereby authorized to collect the same and apply the same to any indebtedness owing to Landlord. Landlord agrees to attempt in good faith to mitigate its damages in the event of a Tenant default hereunder, but Landlord shall not be obligated to attempt to relet the Leased Premises, nor shall Landlord be deemed to have failed to attempt to mitigate such damages if Landlord leases other space in the Building, or in any other building, prior to attempting to relet the Leased Premises. Any such damages shall be paid in monthly installments by Tenant on the rent days specified in this Lease Agreement and any suit brought to collect the amount of the deficiency for any month or months shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month or months by a similar proceeding. Any such action may be an action for the full amounts of all rents then due or to be due to, and all damages then suffered or to be suffered by, Landlord. Mention in this Lease Agreement of any particular remedy shall not preclude Landlord from resorting to any other remedy, in law or in equity. The foregoing remedies and rights of Landlord are cumulative. Tenant expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant's eviction or dispossession for any cause.

(f) The remedies provided in this Section shall be cumulative to those provided elsewhere herein or by law.

19 FAILURE TO INSIST ON STRICT PERFORMANCE. The failure of Landlord to insist, in any one or more instances, upon a strict performance of any covenant, term, provision or agreement of this Lease Agreement shall not be construed as a waiver or relinquishment thereof, but the same shall continue and remain in full force and effect, notwithstanding any law, usage or custom to the contrary. The receipt by Landlord of rent with knowledge of the breach of any covenant or agreement hereunder shall not be deemed a waiver of the rights of Landlord with respect to such breach, and no waiver by Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Landlord.

20 SURRENDER OF LEASED PREMISES.

(a) Tenant shall, upon the termination of this Lease Agreement, by lapse of time or otherwise, return the Leased Premises to Landlord (i) free of any Hazardous Substances in order that the Leased Premises shall conform with all applicable federal, state or local laws, rules, regulations and orders related to Hazardous Substances and (ii) in as good condition as when received, loss by fire or other unavoidable casualty and reasonable wear and tear excepted. It is understood and agreed that the exception made as to "loss by fire or other unavoidable casualty" does not include damages, fires or casualties caused or contributed to by the negligent act of Tenant, its servants, agents, employees, invitees or licensees, to the extent such loss is not compensated for by insurance. Tenant shall surrender all keys to the Leased Premises and inform Landlord of all combinations on locks, safes and vaults therein.

(b) All installations, additions, fixtures, and improvements in or upon the Leased Premises, whether placed there by Landlord or Tenant, including, without limitation, paneling, decoration, partitions, railings, millwork, cabinets, carpeting and flooring, shall, at Landlord's option, become the property of the Landlord and shall remain upon the Leased Premises at the termination of this Lease Agreement without compensation, allowance or credit to the Tenant; provided, however, Tenant shall have the option of removing any trade fixtures which it installed in or upon the Leased Premises prior to the termination of this Lease Agreement, but Tenant shall remain responsible for repairing any damage caused to the Leased Premises by such removal.

(c) Any furniture, equipment, machinery or movable property owned by Tenant and brought onto the Leased Premises during Tenant's occupancy thereof and not removed at the termination of the Lease Agreement shall be deemed to have been abandoned by Tenant and shall, without any further act by Tenant, be conclusively deemed to have been conveyed by Tenant to Landlord as by bill of sale without further payment or credit by Landlord to Tenant and may be sold by Landlord or disposed of by Landlord as it sees fit. Any amount realized upon any such a sale shall be the property of Landlord. If Landlord has directed Tenant to remove any or all of such property, Tenant shall remain liable for the cost of its removal and for the cost of restoring the Leased Premises after such removal.

The provisions of this Section 20 shall survive the termination or expiration of this Lease Agreement.

21 HOLDING OVER. Should Tenant fail to vacate the Leased Premises at the termination hereof, such holding over shall operate and be construed to be a tenancy from month to month only, at a base monthly rental equal to double the base monthly rental payable for the last month of the term of this Lease Agreement (unless otherwise agreed to in writing by Landlord), plus additional rent as provided herein and subject to the conditions, obligations and provisions of this Lease Agreement. No such holding over or payment or acceptance of rent resulting therefrom shall constitute or be deemed a reconfirmation or renewal of this Lease Agreement. Nothing in this Section 21 shall be construed as a consent by Landlord to the possession of the Leased Premises after the expiration or termination of this Lease Agreement.

22 EXPENSES AND ATTORNEYS' FEES. In any litigation arising from the default in the performance of any of the provisions of this Lease Agreement by either Tenant or Landlord or through or because of Tenant's use or occupancy of the Leased Premises, the prevailing party to any such litigation shall be entitled to receive from the other party reasonable attorneys' fees and costs incurred in connection with such litigation. In the event that either Landlord or Tenant be made a party to such litigation commenced by a person other than the parties hereto, then such party performing the act or suffering the omission which is alleged to be the subject of the litigation shall pay all costs, expenses and reasonable attorneys' fees incurred by the other party which arise from or in connection with such litigation.

23 OBLIGATIONS OF TENANT. If Tenant fails to perform any of its obligations hereunder, Landlord may (but shall not be obligated to) perform same, and in such event, Tenant shall reimburse Landlord for the cost thereof as additional rent, and said reimbursement shall be due and payable upon demand by Landlord and shall bear interest at the rate of three percent (3%) per annum in excess of the Prime Rate as published from time to time in The Wall Street Journal or comparable publication.

24 ASSIGNMENT OR SUBLETTING. Tenant shall not transfer, assign, sublet, enter into license or concession agreements, change ownership or hypothecate this Lease or Tenant's interest in and to the leased premises without first obtaining the written consent of Landlord, such consent not to be unreasonably withheld. Any attempted transfer, assignment, subletting, license or concession agreement, change of ownership or hypothecation without the Landlord's written consent shall be void and confer no rights upon any third party. The prohibitions of this Section shall be construed to refer to any acts or events referred to whether they occur by operation of law, legal process, receivership, bankruptcy or otherwise. Notwithstanding any transfer, assignment, subletting, license or concession agreement, change of ownership or hypothecation, Tenant shall remain fully liable under this Lease for the performance of all of the terms, covenants and provisions hereof to be performed by Tenant.

The consent by Landlord to any transfer, assignment, subletting, license or concession agreement, change of ownership or hypothecation shall not constitute a waiver of the necessity for such consent to any subsequent attempted transfer, assignment, subletting, license or concession agreement, change of ownership or hypothecation.

Any transfer, assignment, subletting, license or concession agreement or hypothecation to which there has been consent shall be by instrument in writing, in form satisfactory to Landlord, and shall be executed by the transferor, assignor, sublessor, licensor, concessionaire, hypothecator or mortgagor, and the transferee, assignee, sublessee, licensee, concessionaire, or mortgagee shall agree in writing for the benefit of Landlord, to assume, to be bound by, and to perform all the terms, covenants and conditions of this Lease to be done, kept and performed by Tenant. One executed copy of such written instrument shall be delivered to Landlord. Failure to first obtain in writing Landlord's consent or failure to comply with the provisions of this Section shall operate to prevent any such transfer assignment, subletting, license, concession agreement or hypothecation from becoming effective.

If control of Tenant or Tenant's business changes at any time during the term hereof, then Landlord may, at its option, by giving Tenant fifteen (15) days prior written notice, declare such a change a default under this Lease, thereby entitling Landlord to terminate this Lease and/or exercise such other remedies as Landlord may have in the event of a default by Tenant under this Lease. If Tenant is a partnership, a transfer of any interest of a general partner, a withdrawal of any general partner from the partnership, or the dissolution of the partnership shall be deemed to be an assignment of this Lease. If Tenant is a corporation, unless Tenant is a public corporation, whose stock is regularly traded on a national stock exchange, or is regularly traded in the over the counter market and quoted on NASDAQ, any dissolution or merger of Tenant or sale or other transfer of a percentage of capital stock of Tenant which results in a change of controlling persons, or the sale or other transfer of substantially all of the assets of Tenant, shall be deemed an assignment of this Lease.

Concurrent with any request for Landlord's consent Tenant shall pay to Landlord the sum of $1,000.00 for Landlord's review and processing of such request, and Landlord shall not be obligated to review such request prior to its receipt of the foregoing fee. In addition to the aforementioned amount, tenant agrees to reimburse Landlord for any attorney's fees and costs incurred by Landlord in conjunction with the processing and documentation of any such requested transfer, assignment, subletting, licensing or concession agreement, change of ownership or hypothecation of this Lease or Tenant's interest in and to the lease premises.

25 <u>BROKER</u>. Each party shall indemnify the other with respect to the claim of any broker alleging to have acted on behalf of the indemnifying party in connection with this Lease Agreement.

26 <u>RULES AND REGULATIONS</u>. Tenant agrees to follow the rules and regulations set forth in Exhibit D attached hereto and made a part hereof and all other rules and regulations from time to time promulgated by Landlord with respect to the Building and the Property. In the event of any conflict between said rules and regulations and the provisions of this Lease, the provisions of this Lease shall prevail.

27 <u>USE OF PARKING LOT AND OTHER COMMON AREAS</u>. Tenant shall have the right to use, in common with others, any parking areas in front of and behind the Building, as they may exist from time to time; provided that Tenant and Tenant's employees and invitees may not use more than 4 parking spaces on the Property at any one time (1 parking spaces per 250 square feet contained in the Leased

Premises). Tenant shall also have the right to use, in common with others, any hallways providing access to the Leased Premises and restrooms in the Building not located within any portion of the Building leased to another tenant. Unless otherwise designated by Landlord, the parking area in front of the Building shall be solely for use of customers of the tenants of the Building, and employees of Tenant and of other tenants shall use only the parking area behind the Building. Landlord may, at its discretion, restripe and/or relocate any parking areas, and Landlord may, at its discretion, designate certain portions of the parking areas in which Tenant and Tenant's employees and/or visitors may not park. All entrances of the Building, and the areas of the Building and the Property adjacent thereto, shall be used by Tenant and Tenant's employees, agents, contractors and other visitors for no purpose other than ingress and egress; Tenant shall not allow, and shall use its best efforts to prevent, the use of any of the entrances of the Building, or the areas of the Building or the Property adjacent thereto, by any employees, agents, contractors or other visitors of Tenant for any purpose other than ingress and egress, unless such other use is authorized in advance and in writing by Landlord.

28 RELOCATION. Landlord may relocate Tenant and substitute for the Leased Premises other space (which would then become the "Leased Premises" for the purposes hereof) in the Building. The parties expressly agree that the Landlord shall pay the reasonable moving costs of such relocation and Tenant's reasonable out of pocket expenses arising from such relocation, but Landlord shall not be responsible for any other costs, damages, or injuries of any nature whatsoever. Commencing with the completion of such relocation, the schedule of base rent for the Lease Term as set forth in Section 4(a) shall be adjusted to reflect the product of (i) the rentable square feet of the new Leased Premises, multiplied by (ii) the annual base rent per rentable square foot (subject to increases as set forth in Section 4.a.).

29 SMOKING AND NON-SMOKING AREAS. Landlord shall have the right to designate areas of the Building and the Property as non-smoking areas or smoking areas. Tenant shall not allow, and shall use its best efforts to prevent, smoking in any portions of the Building or the Property designated by Landlord as non-smoking areas by any employees, agents, contractors or other visitors of Tenant.

30 RADON GAS. The following notice is given to comply with Section 404.056(8), Florida Statutes: Radon is a naturally occurring radioactive gas that, when it has 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 regarding radon and radon testing may be obtained from your county public health unit.

31 MISCELLANEOUS.

(a) This Lease Agreement shall inure to the benefit of, and shall be binding upon, the Landlord and the Tenant, and their respective successors and permitted assigns.

(b) This Lease Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

(c) All notices, certificates or other communications hereunder shall be sufficient if sent by registered or certified United States mail, postage prepaid, addressed, if to Landlord, to Premier Corporate Centre, LLC, c/o Ciminelli Real Estate Services of Florida, LLC, 3928 Premier North Drive, Tampa, Florida 33618, or to such other person or address as Landlord may hereafter direct by giving notice as provided herein; and if to Tenant, to 101 N.E. 2nd Street, Ocala, Florida 34470-6642, or to such other address as Tenant may hereafter direct by giving notice as provided herein. Notices required by law may be sent in the manner provided by law.

(d) This Lease Agreement shall completely and fully supersede all other prior understandings or agreements, both written and oral, between Landlord and Tenant relating to the rental of the Leased Premises.

(e) If any clause, provision or section of this Lease Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions thereof.

(f) This Lease Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(g) The provision of this Lease Agreement relating to waiver of a jury trial and the right of redemption shall survive the termination or expiration of this Lease Agreement.

32 CONSTRUCTION. In this Lease Agreement, unless the context otherwise requires:

(a) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms shall refer to this Lease Agreement, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of the execution and delivery of this Lease Agreement.

(b) Any headings preceding the texts of the several Sections of this Lease Agreement, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Lease Agreement, nor shall they affect its meaning, construction or effect.

33 FORCE MAJEURE. If Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make or is delayed in making any repairs, additions, alterations or decorations or is unable to supply, or is delayed in supplying any equipment or fixtures by reason of a strike or labor trouble, or governmental preemption in connection with a National Emergency or in connection with any rule, order or regulation of any department or subdivision thereof or of any governmental agency, or by reason of the condition of supply and demand which have been or are affected by war or other emergency, or by any other condition beyond the control of Landlord, then the performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be correspondingly extended.

34 SECURITY DEPOSIT. Landlord and Tenant acknowledge and agree that Landlord has received from Tenant and is holding the sum of $8,925.71 (amount is pending and contingent upon Landlord's review of financials)(the "Deposit") as a security deposit for the full and faithful performance by Tenant of each and every covenant, term and condition of this Lease Agreement. The Deposit, without interest, shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within thirty (30) days after the expiration of the term hereof, provided Tenant has fully performed hereunder. Landlord may withhold such sum

after the expiration or other termination of this Lease Agreement until Tenant has paid in full Tenant's share of the Increased Costs for the calendar year in which such expiration or other termination occurs. Such sum is not prepaid Rent and shall not be applied by Tenant to the Rent for the last (or any) months of the term of this Lease, or to any other amount due under this hereunder.

Landlord shall have the right to co-mingle such Deposit with any other accounts of Landlord, and shall not be required to keep a separate account for such security deposit. Landlord shall have the right to apply any part of said deposit to cure any default of Tenant and if Landlord does so, Tenant shall upon demand deposit with Landlord the amount so applied so that Landlord shall have the full Deposit on hand at all times during the Lease Term. In the event of a sale of the Building or a lease of the Building, subject to this Lease, Landlord shall transfer the Deposit to the vendee or lessee, and Landlord shall thereupon be released from all liability for the return of such Deposit and Tenant shall look to the new landlord solely for the return of said Deposit and this provision shall apply to every transfer or assignment made of the Deposit to a new landlord. The Deposit under this Lease shall not be assigned or encumbered by Tenant without the written consent of Landlord, and any such assignment or encumbrance without such consent shall be void.

35 NO RECORDATION OF LEASE. Neither this Lease Agreement nor any notice or memorandum thereof shall be recorded in the public records.

36 REPRESENTATIONS AND WARRANTIES OF TENANT. Tenant represents and warrants that the execution, delivery and performance of this Lease Agreement and the consummation of the transactions herein contemplated have been duly authorized by all requisite corporate action on the part of the Tenant and will not violate any provision of law, any order of any court or agency of government, or the certificate of incorporation or by-laws of the Tenant, or any indenture, agreement or other instrument to which the Tenant is a party or by which it or any of its property is bound, or be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument or result in the imposition of any lien, charge or encumbrance of any nature whatsoever.

37 CONSENT OF MORTGAGEE. In the event that the Property is encumbered by a mortgage and such mortgage requires the consent of the Mortgagee to leases of the Property, this Lease Agreement shall not become effective unless and until the Mortgagee has consented to it. Landlord will use its best efforts to obtain the Mortgagee's consent but shall not be liable in the event that the Mortgagee does not consent. The parties agree that they will modify or amend this Lease Agreement if required by the Mortgagee as a condition to its consent, provided that such modification does not substantially alter the financial terms hereof or the rights or obligations of the parties hereunder. Tenant agrees to cooperate with Landlord in obtaining such consent.

Whenever the consent of Landlord is required hereunder, the consent of the Mortgagee shall also be required if the mortgage or Lease Agreement so requires. The Mortgagee shall also have such rights of the Landlord (e.g., to access) as may be provided in the mortgage.

38 NON-RECOURSE TO LANDLORD. This Lease Agreement shall be nonrecourse to Landlord, and Tenant shall look only to Landlord's

equity in the Leased Premises in the event of any damages or claims which Tenant may assert against Landlord arising out of or in connection with this Lease Agreement.

39 WAIVER OF JURY TRIAL. Landlord and Tenant each shall and they hereby do waive all rights to trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, whether during or after the term, or for the enforcement of any remedy under any statute, emergency or otherwise. If Landlord shall commence any summary proceeding against Tenant, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding (unless failure to impose such counterclaim would preclude Tenant from asserting in a separate action the claim which is the subject of such counterclaim), and will not seek to consolidate such proceeding with any other action which may have been or will be brought in any other court by Tenant or Landlord. Tenant acknowledges that the provisions of this section 40 were a material term and inducement to Landlord's agreement to enter into this Lease

40. COMPLIANCE WITH THE ADA. Notwithstanding any provision of this Lease to the contrary, Tenant, at Tenant's sole cost and expense, shall be responsible for ensuring that the interior of the Leased Premises (excepting the structural elements and restroom elements thereof not installed or owned by Tenant) comply with the Americans With Disability Act of 1990 and the regulations created in accordance therewith.

41. RENT A SEPARATE COVENANT. Tenant shall not for any reason withhold or reduce Tenant's required payments of rentals and other charges provided in this Lease, it being agreed that the obligations of Landlord hereunder are independent of Tenant's obligations. In this regard it is specifically understood and agreed that in the event Landlord commences any proceeding against Tenant for non-payments of rentals or any other such sum due and payable by Tenant hereunder, Tenant will not interpose any counterclaim or other claim against Landlord of whatever nature or description in any such proceedings (except as required by Florida law); and in the event that Tenant interposes any such counterclaim or other claim against Landlord in such proceedings, Landlord and Tenant stipulate and agree that, in addition to any other lawful remedy of Landlord, upon motion of Landlord, such counterclaim or other claim asserted by Tenant shall be severed out of the proceedings instituted by Landlord and the proceedings instituted by Landlord may proceed to final judgment separately and apart from and without consolidation with or reference to the status of such counterclaim or any other claim asserted by Tenant.

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

Signed, sealed and delivered in the presence of (two witnesses for each signature):	Premier Corporate Centre, LLC a Florida limited liability company
Signature: Krishna Malempati	By: ______ Dharma Malempati as its President
Print Name: KRISHNA MALEMPATI	
Signature: ______	Date: 7/13/07
Print Name: Stelian Ivanov	

	Taylor, Bean & Whitaker Mortgage Corporation a Florida corporation
Signature: Margaret A. Potter	By: ______
Print Name: **Margaret A. Potter**	Print Name: **Lee B. Farkas**
Signature: ______	As Its: **Chairman**
Print Name: **Jessica Vega**	Date: **June 27, 2007**

EXHIBIT A

PROPERTY

A tract of land lying in the Northwest 1/4 of the Northeast 1/4 of Section 21, Township 28 South, Range 18 East, Hillsborough County, Florida, and that portion of a 60-foot vacated right-of-way (Leary Road) contiguous with said tract; all being more particularly described as follows:

Commence at the Northeast corner of the Northwest Quarter of the Northeast Quarter of Section 21, Township 28 South, Range 18 East, Hillsborough County, Florida; thence along the North boundary line of the Northeast Quarter of said Section 21, also being the centerline of Linebaugh Avenue as it is now established, North 90 degrees 00 minutes 00 seconds West (assumed bearing), a distance of 510.37 feet; thence South 00 degrees 00 minutes 00 seconds West, a distance of 30.00 feet to a point lying on the previous South right of way line of said Linebaugh Avenue; thence South 00 degrees 06 minutes 29 seconds West a distance 24.26 feet to the South right of way line of Linebaugh Avenue as established by Order of Taking recorded in Official Records Book 9765, Page 1783 and the Point of Beginning; thence continue South 00 degrees 06 minutes 29 seconds West a distance of 232.74; thence North 90 degrees 00 minutes 00 seconds East, a distance of 280.00 feet; thence South 00 degrees 10 minutes 47 seconds West, a distance of 246.74 feet to the West right of way line of Dale Mabry Highway (State Road 597) as it is now established; thence 9.98 feet along the arc of a curve to the right, said curve having a radius of 239.00 feet and a chord of 9.98 feet, which bears South 49 degrees 06 minutes 09 seconds West; thence South 50 degrees 17 minutes 37 seconds West, a distance of 5.85 feet; thence South 50 degrees 11 minutes 40 seconds West, a distance of 93.61 feet; thence South 89 degrees 56 minutes 10 seconds West, a distance of 26.24 feet; thence South 00 degrees 10 minutes 47 seconds West, a distance of 21.95 feet; thence South 50 degrees 11 minutes 40 seconds West a distance of 103.40 feet; thence 187.69 feet, continuing along said West right of way line and along the arc of a curve concave Southeasterly, having a radius of 585.00 feet and a chord of 186.89 feet which bears South 41 degrees 04 minutes 21 seconds West; thence South 31 degrees 52 minutes 51 seconds West a distance of 189.90 feet; thence south 64 degrees 40 minutes 41 seconds West a distance of 69.68 feet to the East right of way line of Gunn Highway (CR 587); thence 412.28 feet, along the East right of way line and along the arc of a curve concave Northeasterly, said curve having a radius of 879.93 feet an a chord of 408.52 feet which bears North 36 degrees 08 minutes 59 seconds West; thence North 32 degrees 55 minutes 27 seconds West a distance of 141.29 feet; thence North 22 degrees 45 minutes 32 seconds West a distance of 229.70 feet; thence departing said East right of way of Gunn Highway (C.R. 587), North 67 degrees 13 minutes 21 seconds East a distance of 131.49 feet; thence North 22 degrees 40 minutes 17 seconds West a distance of 285.25 feet to the southerly right of way line of Linebaugh Avenue as established by Fee Simple Deed recorded in Official Records Book 9712, Page 243; thence, along said southerly right of way line, North 87 degrees 08 minutes 15 seconds East a distance of 53.29 feet; thence South 89 degrees 13 minutes 42 seconds East a distance of 539.14 feet to the Point of Beginning.

EXHIBIT B

LEASED PREMISES

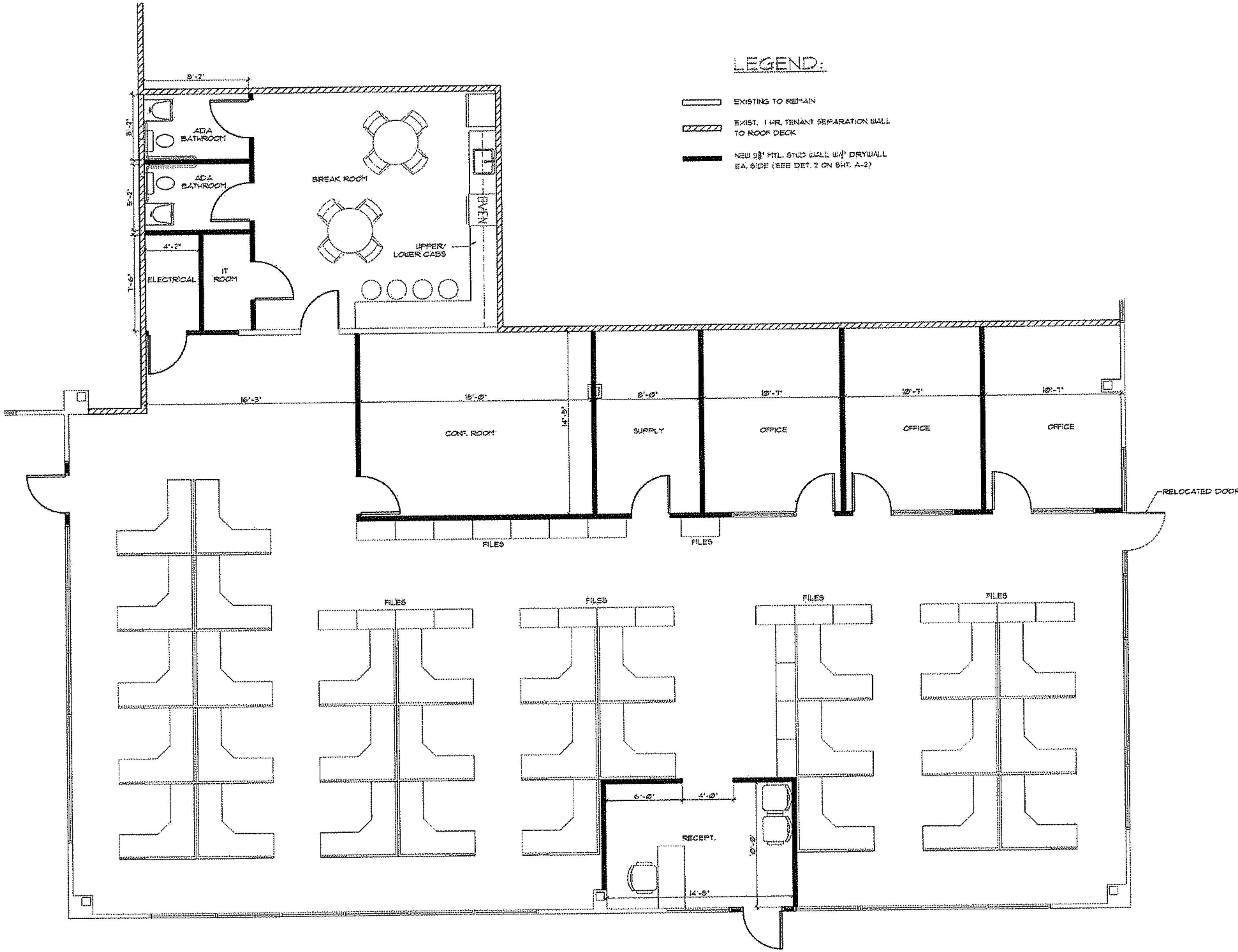


EXHIBIT C1

WORK LETTER

Landlord shall construct and install improvements in the Leased Premises (the "Tenant Improvements"), at Landlord's expense, substantially in accordance with the plans and specifications described in this Exhibit C1, Schedule 1, and in Exhibit C2 attached hereto (collectively the "Workletter"). Landlord shall commence construction and installation of the Tenant Improvements in the Leased Premises within a reasonable time after full execution and delivery of this Lease, and Landlord shall complete the construction and installation of said improvements within a reasonable time thereafter; provided, however, that no delay in the commencement or completion of said improvements shall delay the Commencement Date or in any manner alter Tenant's obligation to pay Rent for the Leased Premises, under the provisions of this Lease.

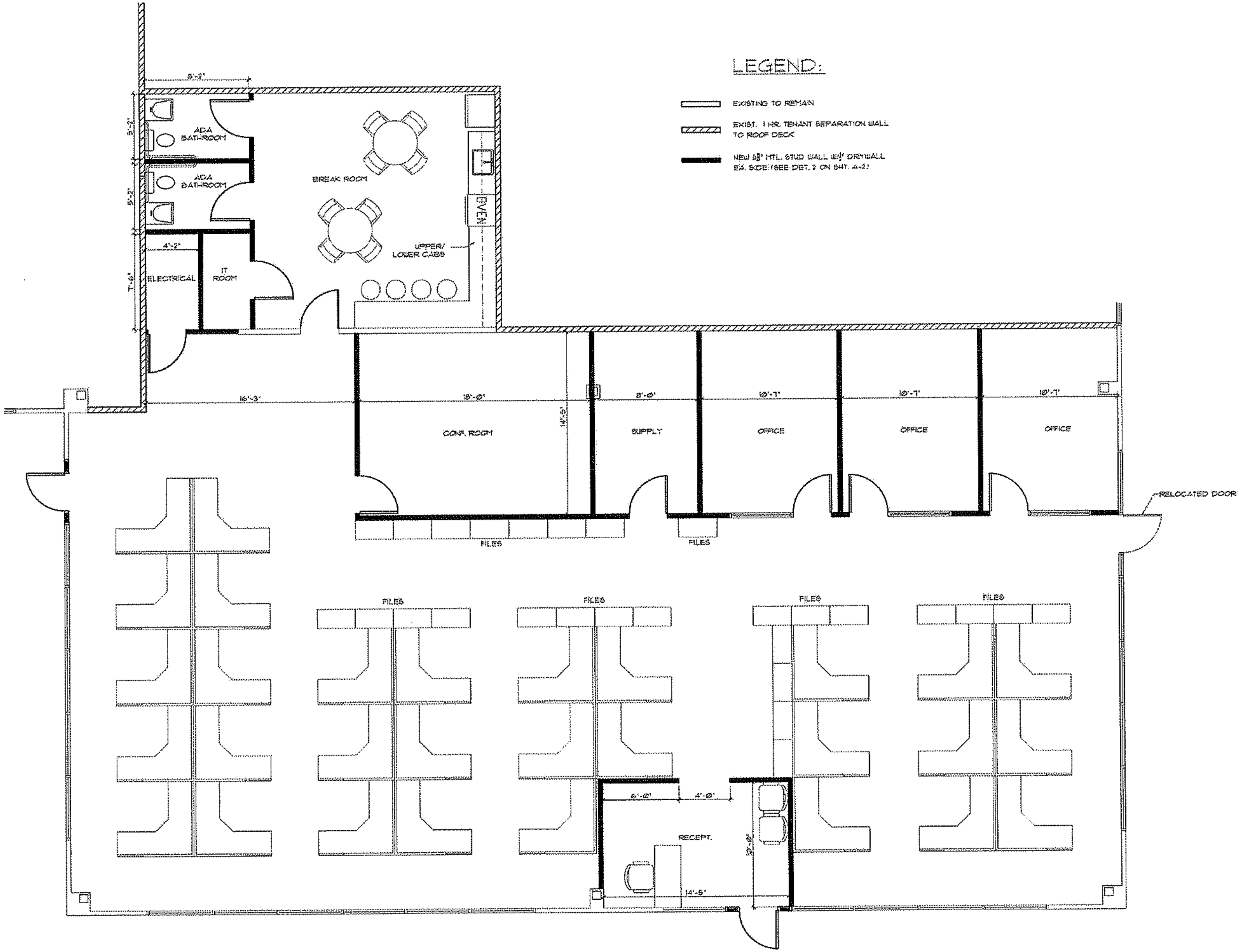
Landlord shall not be obligated to make or pay for any improvements to the Leased Premises, except as expressly provided in the Lease and this Work Letter. Any alterations, additions or improvements made by Tenant in or about the Leased Premises shall be subject to the provisions of the Lease (including without limitation Section 11 of the Lease).

Schedule 1

- Configure the suite as shown in Exhibit C2
- Glass in office to begin at 18″ above finished floor and to extend to door height
- Cabinetry and millwork installed in break room to be building standard laminate
- Paint the interior walls of the suite
- Recarpet the suite with 26 oz. commercial loop carpeting, except in break room and restrooms install vinyl composite tile

EXHIBIT C2

CONSTRUCTION AND DEMOLITION DRAWINGS



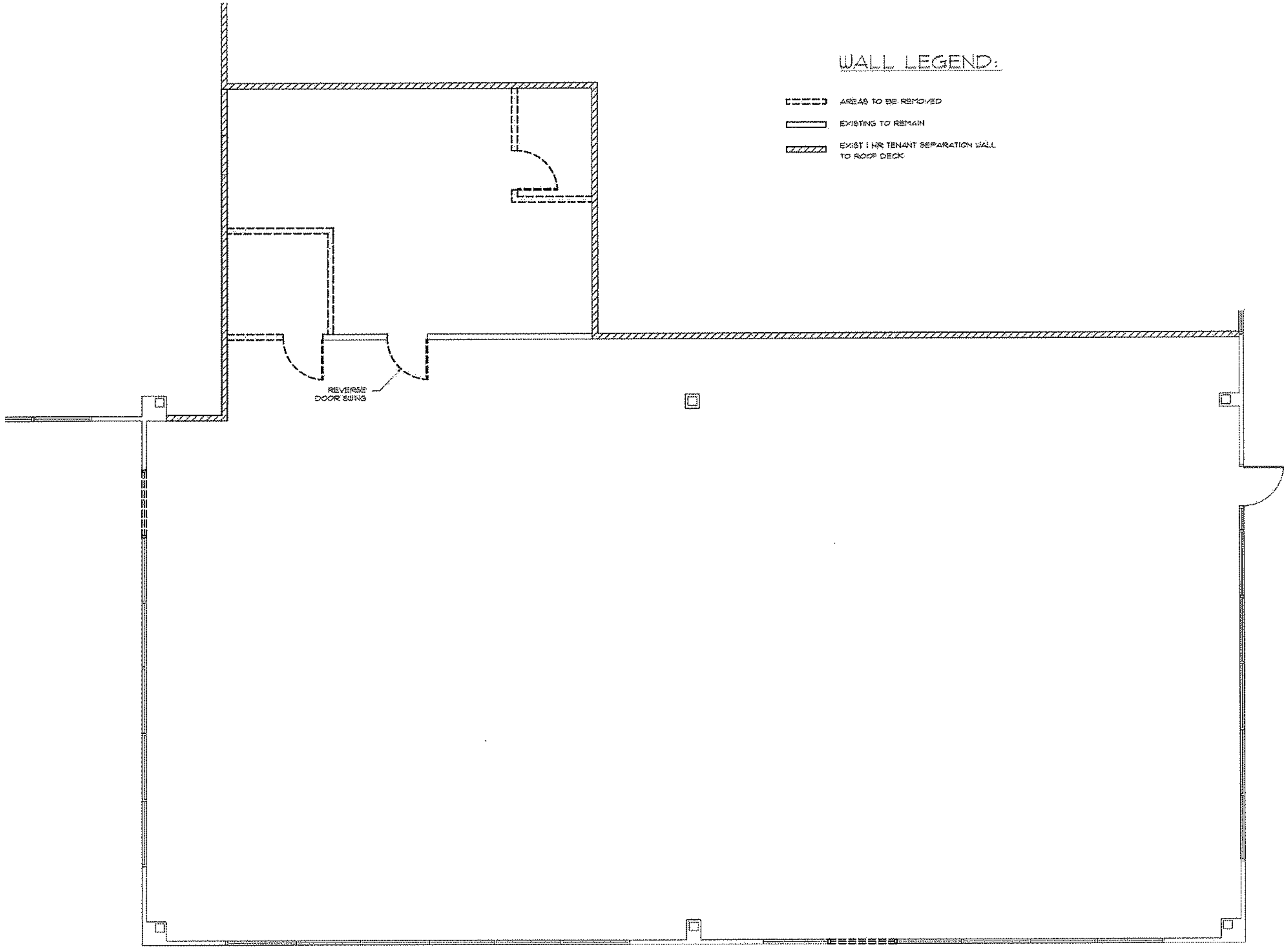

WALL LEGEND:
AREAS TO BE REMOVED
EXISTING TO REMAIN
EXIST 1 HR TENANT SEPARATION WALL
TO ROOF DECK
REVERSE
DOOR SWING

EXHIBIT D

BUILDING RULES AND REGULATIONS

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

1. The sidewalks, entrances, passages, hallways, elevators and stairways shall not be obstructed by Tenant or used by Tenant for any purpose other than for ingress and egress to and from the Building and Tenant's Leased Premises.

2. Restroom facilities, water fountains, and other water apparatus shall not be used for any purpose other than those for which they were constructed.

3. Landlord reserves the right to designate the time when freight, furniture, goods, merchandise and other articles may be brought into, moved or taken from the Leased Premises or the Building.

4. Tenant shall not put additional locks or latches upon any door without the written consent of Landlord. Any and all locks so added on any door shall remain for the benefit of Landlord, and the keys to such locks shall be delivered to Landlord by and from Tenant.

5. Landlord shall not be liable for injuries, damage, theft, or other loss, to persons or property that may occur upon, or near any parking areas that may be provided by Landlord. Tenant, its agents, employees, and invitees are to use same at their own risk, Landlord to provide no security with respect thereto. The driveways, entrances, and exits upon, into and from such parking areas shall not be obstructed by Tenant, Tenant's employees, agents, guests, or invitees; provided, however, Landlord shall not be responsible or liable for failure of any person to observe this rule. Tenant, its employees, agents, guests and/or invitees shall not park in space(s) that may be reserved for others.

6. Tenant shall not install in the Leased Premises any heavyweight equipment or fixtures or permit any concentration of excessive weight in any portion thereof without first having obtained Landlord's written consent.

7. Landlord reserves the right at all times to exclude newsboys, loiterers, vendors, solicitors, and peddlers from the Building and to require registration or satisfactory identification or credentials from all persons seeking access to any part of the Building outside ordinary business hours. Landlord will exercise its best judgment in the execution of such control but will not be liable for the granting or refusal of such access.

8. Landlord reserves the right at all times to exclude the general public from the Building upon such days and at such hours as in Landlord's sole judgment will be in the best interest of the Building and its tenants.

9. No wires of any kind or type (including but not limited to T.V. and radio antennas) shall be attached to the outside of the Building and no wires shall be run or installed in any part of the Building without Landlord's prior written consent.

10. If the Premises are furnished with carpeting, Tenant shall provide a plexiglass or comparable carpet protection mat for each desk chair customarily used by Tenant. For default or carelessness in these respects, Tenant shall pay Landlord the cost of repairing or replacing said carpet, in whole or in part, as Additional Rent when, in Landlord's sole judgment, such repair or replacement is necessary.

11. Landlord shall furnish a reasonable number of door keys to Tenant's Premises and/or the Building which shall be surrendered on termination or expiration of the Lease. Landlord reserves the right to require a deposit for such keys to insure their return at the termination or expiration of the Lease. Tenant shall get keys only from Landlord and shall not obtain duplicate keys from any outside source. Further, Tenant shall not alter the locks or effect any substitution of such locks as are presently being used in Tenant's Premises or the Building.

12. Tenant shall keep all doors to Premises closed at all times except for ingress and egress to the Premises.

13. All installations in the Common Telephone/Electrical Equipment Rooms shall be limited to terminal boards and connections. All other electrical equipment must be installed within the Leased Premises.

14. It is expressly understood and agreed that any item of any nature whatsoever placed in Common Areas (i.e., hallways, restrooms, elevators, parking areas, storage areas and equipment rooms, etc.) are placed at the Tenant's sole risk and Landlord assumes no responsibility whatsoever for any loss or damage as regards same.