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**FIRST AMENDMENT TO LEASE**

**THIS FIRST AMENDMENT TO LEASE** (this "Amendment") is entered into between **NEUTAMP PROPERTIES**, a Florida limited partnership ("**Landlord**"), and Ameriban, Inc. a Oklahoma, Corporation ("**Tenant**"), and is effective as of the 17<sup>th</sup> day of June, 1998.

**RECITALS:**

A. Landlord and Tenant entered into that certain Industrial Park Lease ( Sunstate Industrial Park) [(the "**Lease**")], dated the 12<sup>th</sup> day of May, 1998, relating to certain premises more particularly described in the Lease and located within the Sunstate Industrial Park (the "**Park**") at 8430 Sunstate Street, Tampa, Hillsborough County, Florida.

B. The original Lease as amended by the First Amendment shall be referred to below as the "**Lease**."

C. Tenant and Landlord mutually desire to amend the Lease.

**STATEMENT OF THE AMENDMENT**

In consideration of the premises, the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. **Recitals.** The above Recitals are true and correct and are a part of this Amendment.

2. **Definitions.** Terms used in this Amendment without definition which are defined in the Lease will have the same meaning in this Amendment as in the Lease.

3. **Commencement Date** The Lease Term commencing of July 1<sup>st</sup>, 1998 is hereby amended and shall commence on June 15<sup>th</sup>, 1998. The lease termination date shall remain August 31<sup>st</sup>, 2001.

4. **Amendment Limited.** Except as provided in this Amendment and except as may be required for consistency with this Amendment, the Lease remains unmodified and in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date specified below but effective as provided above.

WITNESSES:

"LANDLORD":

NEUTAMP PROPERTIES,  
a Florida limited partnership

By: Richmond Asset Management,  
its authorized agent

Robin R Goodridge  
Name: Robin R Goodridge

By: Robert J. Richmond  
Robert J. Richmond  
Its President

Raisa Semenuw  
Name: RAISA SEMENUW

"TENANT":

Ameriban Inc  
A Oklahoma Corporation

By: Donovan S. Lack

Mickey G Stanley  
Name: Mickey G Stanley

Name: Donovan S. Lack  
Its: Facility Development Manager

Chuck Titcock  
Name: Chuck Titcock

(CORPORATE SEAL)

## SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this "Amendment") is entered into between NEUTAMP PROPERTIES, a Florida limited partnership ("Landlord"), and Ameriban, Inc. an Oklahoma Corporation ("Tenant"), and is effective as of the 10<sup>th</sup> day of July 2001.

### RECITALS:

A. Landlord and Tenant entered into that certain Industrial Park Lease (Sunstate Industrial Park) [(the "Lease")] dated the 12<sup>th</sup> day of May, 1998, relating to certain premises more particularly described in the Lease and located within the Sunstate Industrial Park (the "Park") at 8430 Sunstate Street, Hillsborough County, Florida.

B. The Lease has been amended by that certain First Amendment (the "First Amendment") dated the 17<sup>th</sup> day of June, 1998. The original Lease as amended by the First Amendment shall be referred to below as the "Lease".

C. Tenant and Landlord mutually desire to extend the term of the Lease and otherwise amend the Lease.

### STATEMENT OF THE AMENDMENT

In consideration of the premises, the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Recitals. The above Recitals are true and correct and are a part of this Amendment.

2. Definitions. Terms used in this Amendment without definition which are defined in the Lease will have the same meaning in this Amendment as in the Lease.

3. Term Extended. The Lease Term is hereby extended for a period of sixty (60) months (the "Extension Term"). The Expiration Date of the Lease Term is therefore extended from August 31<sup>st</sup>, 2001 to August 31<sup>st</sup>, 2006.

4. **Rent.** Base Rent under the Lease for the Extension Term shall be in accordance with the following Rent Schedule:

<u>Applicable Period</u>	<u>Annual Base Rent</u>	<u>Monthly Installment</u>
from September 1 <sup>st</sup> , 2001 through August 31 <sup>st</sup> , 2002	\$30,280.00	\$2,440.00
from September 1 <sup>st</sup> , 2002 through August 31 <sup>st</sup> , 2003	\$30,144.00	\$2,512.00
from September 1 <sup>st</sup> , 2003 through August 31 <sup>st</sup> , 2004	\$31,056.00	\$2,588.00
from September 1 <sup>st</sup> , 2004 through August 31 <sup>st</sup> , 2005	\$31,968.00	\$2,664.00
from September 1 <sup>st</sup> , 2005 through August 31 <sup>st</sup> , 2006	\$32,928.00	\$2,744.00

Tenant is responsible for the sales tax due on all rental payable under the Lease. Sales tax is not included in the Monthly Installment set out above.

5. **Brokerage.** Each party represents and warrants to the other that no broker has been involved in the transaction evidenced by this Amendment except for Andretta Marsh Properties ("**Broker**"), whose commission will be paid by Landlord pursuant to a separate agreement between Landlord and Broker. In the event any claims for brokerage commissions or fees are ever made against Landlord or Tenant in connection with this Agreement or the transaction evidenced by this Amendment, all such claims shall be handled and paid by the party whose actual or alleged actions or commitments form the basis of such claim. Tenant agrees to indemnify and hold harmless Landlord from and against any damages, liabilities, claims, demands, costs or expenses (including attorneys' fees) relating to any claim or demand for brokerage fees or commissions or other compensation asserted or made by any person or entity (except Broker) in connection with this Amendment or the transaction evidenced hereby which arise out of the actual or alleged actions or commitments of Tenant.

6. **Amendment Limited.** Except as provided in this Amendment and except as may be required for consistency with this Amendment, the Lease remains unmodified and in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the date specified below but effective as provided above.

WITNESSES:

Robin Goodridge  
Name: Robin Goodridge

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Name: \_\_\_\_\_

Ferry Bryant  
Name: Ferry Bryant

Mickey Stanley  
Name: Mickey Stanley

"LANDLORD":

NEUTAMP PROPERTIES,  
a Florida limited partnership

By: Richmond Asset Management,  
its authorized agent

By: Robert J. Richmond  
Robert J. Richmond  
Its President

"TENANT":

Ameriban, Inc.  
an Oklahoma Corporation

By: Rex Shanks  
Name: Rex Shanks  
Its: S.E. Regional Asset Manager

(CORPORATE SEAL)

