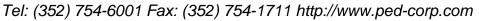
longevity and safety of the product.

PED IIIII

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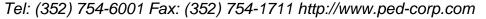


PROFESSIONAL SERVICES CONTRACT

This is a Professional Services Contract (hereinafter referred to as the		
"Agreement") made the date below written, effective, by and between		
PED-Stuart Corporation, a Florida corporation (hereinafter referred to as "PED		
Manufacturing") and (hereinafter referred to as "Customer").		
<u>TERMS</u>		
In consideration of the mutual benefits, covenants, and other good and valuable		
consideration provided in the Agreement, which is hereby acknowledged and agreed to		
be more than sufficient, PED Manufacturing and Customer agree as follows:		
1. Services:		
PED Manufacturing agrees to:		
Complete fully the manufacturing, for the company, on the product		
referred to as " ". PED Manufacturing will meet expectations of		
product specifications while completing quality assurance tests to ensure the		

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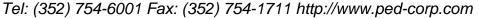




- 2. Price: Customer agrees to pay PED Manufacturing an amount equal to the cost for the services performed. Once the materials have been ordered and/or the services have been commenced, this agreement is not subject to cancellation. These costs are subject to change without notice. All costs will be fully documented and available for customer review.
- 4. <u>Choice of Law:</u> This agreement shall be governed, construed, and enforced in accordance with the laws of the State of Florida, with venue being in Hernando County, Florida.
- 5. <u>Binding Effect:</u> Customer may assign this Agreement without the prior written consent of the other party. This Agreement shall be binding upon the parties hereto, their heirs, legal representatives and successors of each.



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- 6. <u>Complete Agreement:</u> This Agreement contains the final, complete and exclusive expression of the understanding among the parties with respect to this Agreement and it supersedes any prior or contemporaneous agreement or representation, oral or written, made by either party.
- 7. <u>Modifications:</u> This Agreement may be modified or amended only by an agreement in writing signed by the parties.
- 8. Attorneys' Fees: The parties agree that in the event any of the terms and conditions contained in this Agreement must be enforced, the non-prevailing party shall be liable for reasonable collection and/or legal fees, trial and appellate levels, and any other reasonable costs and expenses incurred in connection with the enforcement of any available remedy.



Division of PED-Stuart Corporation PO Box 15550 Brooksville, FL 34604 USA



Tel: (352) 754-6001 Fax: (352) 754-1711 http://www.ped-corp.com

IN WITNESS WHEREOF, The parties hereto have set their hands and seal as first written above. Signed, sealed and delivered in the presence of:

CUSTOMER	PED Manufacturing
	A Division Of
	PED-STUART CORPORATION
Ву:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date: