
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Reflections at Hidden Lakes, Inc. Tenant Estoppel Certificates

DEPARTMENT: Administrative Services

DIVISION: Support Services

AUTHORIZED BY: Frank Raymond

CONTACT: Lorraine Hajeski

EXT:

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute Reflections at Hidden Lakes, Inc. Tenant Estoppel Certificates for the following leases:

1. Reflections Tower and Front space
2. Reflections Tanks offices
3. Reflections Community Services offices
4. Reflections Environmental Services Program Management Contract space.

District 5 Brenda Carey

Meloney Lung x5256

BACKGROUND:

The Reflection Plaza complex houses offices for County staff. The first lease with Reflections at Hidden Lakes, Inc. began January, 1993, with amendments in October, 1995; February, 1998; May, 2001; and December, 2005. These offices are used by Engineering, Roads/Stormwater, County Attorney, and Environmental Services. The First Renewal was approved by the Board in December, 2005. A Second Renewal and Fifth Amendment are presented at the Dec. 11, 2007, BCC meeting. This lease includes the towers and the front office areas: suites 100, 103, 200 at 520 West Lake Mary Blvd. and 500 West Lake Mary Blvd.

The second lease for Reflections space began January, 2006, for space used for the Tanks offices at 540 West Lake Mary Blvd.

The third lease for Reflections began April, 2006 for space used for the Environmental Services Project Management Contract at 510 West Lake Mary Blvd.

The fourth lease at Reflections began June, 2006 for space used by Community Services at 532 West Lake Mary Blvd.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize Chairman to execute the four (4) Tenant Estoppel Certificates for Reflections at Hidden Lakes, Inc.

ATTACHMENTS:

1. Agreement
2. First Amendment
3. Second Amendment
4. Third Amendment
5. Fourth Amendment
6. Four Estoppel Certificates
7. Agreement
8. Agreement
9. Agreement

Additionally Reviewed By:

County Attorney Review (Ann Colby)

1-3-93

LEASE

THIS LEASE is made and entered into this 14th day of January, 1993 by and between **REFLECTIONS AT HIDDEN LAKE, INC.**, a Florida corporation, whose address is, c/o Patrick T. Christiansen, 17th Floor, Firststate Tower, 255 South Orange Avenue, Post Office Box 231, Orlando, Florida 32802, hereinafter referred to as **LANDLORD**, and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as **TENANT**.

W I T N E S S E T H

WHEREAS, the **LANDLORD** is the owner of certain buildings, known as Reflections of Hidden Lake Building (the "Project"), located at 520 East Lake Mary Boulevard, Sanford, Florida 32773; and

WHEREAS, the **TENANT** is desirous of leasing space in the first and second floors of what is known as the Tower Building (the "Tower Building") in the Project for use as county offices for Seminole County and other county purposes.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, the **LANDLORD** and **TENANT** agree as follows:

1. **LEASED PREMISES**. The **LANDLORD** does hereby grant to the **TENANT** and the **TENANT** does hereby accept from the **LANDLORD** the exclusive use and occupancy of 17,961.75 square feet of office space and more particularly described as:

(a) Approximately 450 square feet located on the first floor of the Tower Building, as outlined and set forth in Exhibit "A" attached hereto; and

(b) Approximately 17,511.75 square feet located on the second floor of the Tower Building, as outlined and set forth in Exhibit "B" attached hereto.

Said space as set forth in both Exhibits "A" and "B" constitute the Leased Premises under the Lease.

2. **TERM.** The term of this Lease shall be as follows:

(a) The initial term of this Lease shall commence on the Commencement Date (as defined below) and shall thereafter continue through September 30, 1996. For the purposes of this subparagraph (a), the term "Commencement Date" shall mean the date the Leased Premises are available for occupancy by the **TENANT** in the manner and as set forth in paragraph 7(d) below.

(b) Upon the expiration of the initial term and each renewal term, as the case may be, this Lease shall be automatically renewed as follows:

(i) The first renewal term immediately following the initial term shall be for a period of two (2) years.

(ii) After said two-year renewal term, the Lease shall be automatically renewed for successive periods of one (1) year each.

(c) The **TENANT** shall have the right at any time to terminate this Lease by the giving of written notice of such to the **LANDLORD** not less than seven (7) months prior to the end of the then existing term, in which event, the Lease shall expire at the end of said existing term (subject, however, to the provisions of paragraph 25 below which permits under certain circumstances the **TENANT** to remain in possession after said expiration).

(d) Through the Lease year ending September 30, 1998, the **LANDLORD** shall have no right to terminate this Lease other than due to a default by the **TENANT**. For the Lease year beginning October 1, 1998, the **LANDLORD** shall have the right at any time to terminate this Lease by the giving of written notice of such to the **TENANT** not less than seven (7) months prior to the end of the then existing term, in which event, the Lease shall expire at the end of said existing term.

3. **RENTAL.** The **TENANT** shall pay rent to the **LANDLORD** at the address set forth at the beginning of this Lease, or at such location as the **LANDLORD** may otherwise direct from time to time in writing, for the said Leased Premises the following rental:

(a) For the first year commencing on the Commencement Date, a monthly rental of **THIRTEEN THOUSAND SIX HUNDRED TWENTY AND 99/100 DOLLARS (\$13,620.99)** (the "Base Monthly Rent"). The Base Monthly Rent has been calculated based upon

12,702.92

3

+ 8,918.07

13,620.99

reference to lease documents

8/17/98

an annual rate of \$9.10 per foot and is the amount upon which the foregoing Base Monthly Rent has been so calculated using the square footage referenced in paragraph 1 above.

(b) For each year from and after the first Anniversary Date (as defined below), including each and every year during any renewal period, a revised monthly rental equal to the sum of the following:

(i) An amount determined by multiplying a sum equal to (A) the Base Monthly Rent, less (B)\$0.60 (60 cents), by a fraction, the numerator of which shall be the Index Figure for the month immediately preceding the Anniversary Date, and the denominator of which shall be the Index Figure for the month immediately preceding the Commencement Date provided, however, that any increase in monthly rent as determined under this clause (i) shall not exceed the cumulative amount of five percent (5%) per annum; plus

(ii) \$0.60 (60 cents).

Thus, the monthly rent will be the sum of both amounts determined under clauses (i) and (ii)(above).

(c) The monthly rent due under this Lease shall be payable on or before the tenth (10th) day of each calendar month for that calendar month.

(d) In the event the Commencement Date is other than on the first day of a month, the monthly rent shall be paid pro rata for that portion of the month after the Commencement Date.

(e) The term "Anniversary Date" shall mean the date one year from the Commencement Date, and each year thereafter. In the event the Commencement Date is other than on the first day of a month, the Commencement Date for the sole purpose of determining the Anniversary Date hereunder shall be deemed to be the first day of the first full month following the Commencement Date.

(f) The Index figure shall be the revised Consumer Price Index for Urban Wage Earners and Clerical Workers issued by the Bureau of Labor Statistics of the U.S. Department of Labor (the "Index Figure")

4. **OPTION SPACE.** The **TENANT** shall have the further right to acquire additional space (the "Option Space") located on the second floor of the Tower Building as set forth and described in Exhibit "B" attached hereto as follows:

(a) For the period from the date hereof through September 30, 1993, the **TENANT** shall have the option to lease the Option Space. After September 30, 1993, if the **TENANT** has not previously exercised its option hereunder, the **TENANT** may nevertheless exercise its

option to lease the Option Space provided the **LANDLORD** has not leased the Option Space or any portion thereof to any third party, in which event, the option granted the **TENANT** shall only be as to such portion of the Option Space which the **LANDLORD** has not leased to a third party.

(b) To exercise the option hereunder, the **TENANT** must so notify the **LANDLORD** in writing.

(c) If the option hereunder is exercised, the Option Space shall be deemed to thereafter be part of the Leased Premises hereunder and this Lease shall be applicable to the Option Space commencing thirty (30) days after the **TENANT** has given said notice.

(d) With respect to the additional rent payable on the Option Space, the **TENANT** shall pay to the **LANDLORD** additional monthly rental:

(i) For the period up to the first Anniversary Date, an amount equal to \$8.50 per foot for each foot contained in the Option Space; and

(ii) For the period from and after the First Anniversary Date, the amount determined from time to time under paragraph 3(b)(i) above.

As such, the amount of the monthly rental applicable to the Option Space shall not include the rental portion

set forth under paragraph 3(b)(ii) above, but the rental rate for the Option Space shall be subject to adjustment from time to time on the same dates and in the same manner as the rental for the remainder of the Lease Premises as adjusted under paragraph 3(b)(i).

(e) The **LANDLORD** reserves the right to have access to and from the Option Space to and from the elevators and the restrooms over the hallways and corridors shown in Exhibit "B", and if the **LANDLORD** leases any of the Option Space to third parties (the **TENANT** not having exercised its Option hereunder) for that third party to have said access.

5. **UTILITIES.** The **LANDLORD** shall pay for normal water, sewer, electrical and janitorial charges used and consumed in or upon the Leased Premises and any garbage and trash collection fees imposed by governmental authority or licensee or franchisee or any agency designated to collect garbage and trash by the **LANDLORD**. In regard to any recycling, that shall be paid for by the **LANDLORD** if required by any governmental agency; otherwise, it shall be paid for by the **TENANT**. **TENANT** shall pay for telephone charges and other utilities desired by the **TENANT** for its use. In regard to utilities furnished hereunder, the following provisions shall apply:

(a) Heat and air conditioning shall be provided under a normal use which will vary between 74 degrees and 76 degrees during air conditioning use and 68

degrees and 70 degrees during heat use. Such utilities shall be furnished five (5) days a week, Monday through Friday (excluding Seminole County holidays) from 7:00 a.m. to 6:00 p.m. local time.

(b) To the extent the **TENANT** uses any of said utilities beyond that set forth above, the **TENANT** shall pay for said additional usage.

6. **MAINTENANCE**. The **LANDLORD** shall pay and undertake normal maintenance to the Leased Premises. Any damages to the Leased Premises brought about by the negligence of the **TENANT** or any maintenance required by activities of the **TENANT** beyond those contemplated by normal use, shall be paid for by the **TENANT**. The **TENANT** agrees to take good care of the Leased Premises and not otherwise damage same.

7. **COMPLETION OF IMPROVEMENTS FOR LEASED PREMISES**. The **LANDLORD** has agreed to undertake certain improvements (the "Improvements") to the Leased Premises (but not the Option Space) as follows:

(a) The Improvements shall consist generally of the construction of various improvements to the Leased Premises located on the second floor in the manner, and in the configuration set forth and described in Exhibit "B".

(b) The **LANDLORD** shall pay for the cost of the Improvements (except for telephone and computer lines

and cable which are to be done by **TENANT** at **TENANT's** sole expense).

(c) The Improvements shall be constructed by the **LANDLORD** as soon as possible and, in any event, shall be constructed by no later than April 1, 1993. At such time as the Improvements have been substantially completed and a certificate of occupancy issued for same, said date shall constitute the Commencement Date as set forth in paragraph 2 above and, from said date, possession of the Leased Premises shall be delivered to the **TENANT**.

(d) Upon occupancy by the **TENANT**, the **TENANT** may furnish to the **LANDLORD** a "punch list" setting forth items which need to be corrected, and the **LANDLORD** shall undertake the correction of said items provided, however, the existence and correction of said "punch list" items shall not affect or delay the Commencement Date or delay or excuse the obligation of the **TENANT** hereunder.

(e) In the event this Lease should terminate for any reason prior to five (5) years from the Commencement Date such that the **TENANT** has not paid at least sixty (60) monthly rental payments hereunder, there shall be paid to the **LANDLORD** by the **TENANT** at the time of said termination a termination fee determined as follows:

(i) Said termination fee shall be equal to the total cost of the Improvements or \$53,885.25, whichever is less, multiplied by the Remaining Percentage.

(ii) The "Remaining Percentage" shall be a ratio, the numerator of which is equal to sixty (60) less the number of full monthly rental payments which the **TENANT** has paid hereunder, and the denominator of which is sixty (60).

(g) In regard to the Leased Premises and the Improvements, the Landlord shall, at its cost, undertake any changes or modifications so that the Leased Premises will comply with The Americans With Disabilities Act (42.U.S.C. §12101, et Seq.).

8. **ACCESS TO PREMISES.** **TENANT**, **TENANT's** agents or designees, shall have reasonable access and entry to the Leased Premises prior to the Commencement Date to install telephone and computer lines and cables, and fixtures and other personal property of the **TENANT**, provided, however, said access does not unreasonably interfere with the construction of the Improvements.

9. **POSSESSION.**

(a) Delivery of possession within the meaning of this Lease shall be accomplished by **LANDLORD's** delivery to **TENANT** of the keys to the Leased Premises after **LANDLORD** has completed the Improvements as set forth in

paragraph 7 above. Said Leased Premises shall be delivered to **TENANT** in a condition that is in good order, repair, safe, clean and tenable immediately upon **TENANT** taking possession of the Leased Premises.

(b) **LANDLORD** agrees that upon the date of delivery of possession to the **TENANT**, the Leased Premises except for such work as may be performed by **TENANT** and punch list items to be corrected by the **LANDLORD**, shall be free of all violations, orders or notices of violations of all public authorities and of all liens and encumbrances whether of a public or private entity, which would directly prohibit **TENANT** from conducting its business.

(c) By virtue of occupying the Leased Premises as a tenant, **TENANT** shall conclusively be deemed to have accepted the Leased Premises and to have acknowledged that the Leased Premises are in the condition required by this Lease, except only as to any latent defects or latent omissions, if any, in the **LANDLORD's** construction and punch list items under paragraph 7(d) above.

10. **PARKING**. At the present time, no parking spaces have been assigned for the **TENANT**. However, in the event **LANDLORD** or the **TENANT** should at any time request specifically assigned parking spaces, **LANDLORD** guarantees to **TENANT** for the term and renewal or extension of this Lease to provide and set

aside eighty-four (84) reserved parking spaces for the **TENANT's** employees or agents, the said parking spaces to be identified by the **LANDLORD** along the following lines:

(a) Employee parking may be identified as remote areas from the Leased Premises.

(b) Spaces closest to the Tower Building may be identified for visitors and other similar uses.

The parking area shall be properly operated and maintained and all entrances, exits, driveways and walkways kept in first class condition and state of repair, such operation and maintenance to include without limitation, lighting (specifically including flood lighting of designated employee parking areas), striping, traffic control and removal of rubbish and debris. In the event the **TENANT** desires the use of more than eighty-four (84) reserved parking spaces, then the **TENANT's** employees or agents may park in other than designated employee parking areas within the Project provided said other parking areas have not previously been assigned by the **LANDLORD** for other tenants, but subject to the further right of the **LANDLORD** from time to time to so assign those parking areas not contained within the eighty-four (84) spaces identified for the use by the **TENANT** hereunder, for the use of other tenants.

11. **COMMON AREA, FACILITIES, AND MAINTENANCE THEREOF.**

All facilities furnished by **LANDLORD** in the Project and designated for the general use, in common, of occupants of the Project, including **TENANT** hereunder, their respective officers,

agents, employees and customers, including, but not limited to, any of the following which may have been furnished by **LANDLORD** such as parking areas, driveways, entrances and exits thereto, employee parking areas, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, and other similar facilities shall at all times be subject to the exclusive control, administration, and management of **LANDLORD**.

12. **REMODELING PRIVILEGES.** After occupancy of the Leased Premises by the **TENANT**, the **LANDLORD** grants to **TENANT** the right to make changes, alterations and decorations as it desires at its own expense in the Leased Premises; provided, however, that **TENANT** shall make no structural changes to the Leased Premises or cut off or restrict access from the elevators or the restrooms to the Option Space without the prior written consent of **LANDLORD**. In regard to any alteration of any walls (which are not load bearing or structural), the consent of the landlord shall be required, said consent not to be unreasonably withheld.

13. **USE OF LEASED PREMISES.** **TENANT** shall have the exclusive use of the Leased Premises for the engineering department of the County or such other County offices as it may desire to make use thereof in connection with or incidental to its purposes during the term of this Lease, provided, however, the **LANDLORD** and any party leasing all or any portion of the Option Space shall have access to the elevators and restrooms as set forth in paragraph 4(e) above. **TENANT** covenants that it will not use or permit the Leased Premises to be used for any purpose

prohibited by the laws of the United States of America, the State of Florida, or the charter or ordinances of the City of Sanford; it shall not use or keep any substance or material or in or about the Leased Premises which may vitiate or endanger the validity of the insurance on the Building or increase the hazard of risk, and it shall not permit any nuisance on the Leased Premises.

14. **QUIET POSSESSION.** The **LANDLORD** shall warrant and defend the **TENANT** in the enjoyment and peaceful possession of the Leased Premises during the term of this Lease.

15. **ASSIGNMENT AND SUBLETTING; SUCCESSORS AND ASSIGNS.**

(a) The **TENANT** shall not assign or sublet the Leased Premises, or any part thereof, without first obtaining the written consent of the **LANDLORD**.

(b) All rights, obligations and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, permitted sublessees and permitted assignees of said parties

16. **INSTALLATION AND REMOVAL OF EQUIPMENT AND FIXTURES.** The **TENANT** shall have the right to move and install on the Leased Premises equipment, fixtures and other items necessary for its use of the Leased Premises. All fixtures on the Leased Premises furnished by the **LANDLORD** shall remain the property of the **LANDLORD** and shall not be removed by the **TENANT**. All equipment and property placed by the **TENANT** at its own expense

in, on or about the Leased Premises, including fixtures temporarily affixed to the realty, but which may be removed without damage, shall remain the property of the **TENANT** and the **TENANT** shall have the right, at any time during the term hereof or at the end thereof, to remove all such equipment, property and fixtures. If the **TENANT** has the right to remove any property, the **TENANT** shall do so without damage to the Leased Premises or, if any damage occurs, shall repair said damage.

17. **TAXES.** The **LANDLORD** shall pay any and all taxes and special assessments which may be levied and assessed on the Leased Premises during the term of this Lease on a current basis.

18. **FIRE CLAUSE.** **LANDLORD** covenants and agrees that it will carry, during the term of this Lease, fire and extended coverage insurance. Said insurance shall contain a waiver of subrogation by the insurer. In the event the Leased Premises or a major portion thereof shall be damaged or destroyed by casualty, fire or otherwise, to an extent which renders them untenable, as the **TENANT** may determine, the **LANDLORD** may rebuild or repair such damaged or destroyed portions and the obligation of the **TENANT** to pay rent hereunder shall abate as to such damaged or destroyed portions during the time they shall be untenable provided, however, nothing herein shall waive any right by the **LANDLORD** to collect said insurance under any business interruption coverage. In the event the **LANDLORD** elects not to rebuild or repair the Leased Premises or shall fail to proceed with such restoration for a period of sixty (60) days

after the damage or destruction, then either party may, at its option, cancel and terminate this Lease.

19. **LIABILITY INSURANCE**. The **TENANT** shall maintain its own protection against claims of third persons and their property arising through or out of the use and occupancy of the **TENANT** of the Leased Premises, excepting adjacent sidewalks and alleys, and the **LANDLORD** shall not be liable for any such claims. The **LANDLORD** may maintain its own protection against such claims arising out of its ownership of the Leased Premises.

20. **HOLD HARMLESS**. Each party shall hold the other harmless from any and all loss, expense, damage or claim for damages to person or property, including court costs and attorneys' fees, which may occur as a result of said party's, its agents' or employees' negligence or fault.

21. **CANCELLATION AND TERMINATION**.

(a) The **TENANT** shall be in default under this Lease in the event any of the following matters occur:

(i) If any installment of the rent provided for herein is not paid when due; or

(ii) The **TENANT** otherwise is in default under any other provisions of this Lease.

(b) In the event of a default, the **LANDLORD** may exercise any and all rights under applicable law, including, but not limited to, (i) the cancellation or termination of this Lease at the end of which time all

the rights of the **TENANT** hereunder shall terminate, or
(ii) bring an action to recover the amounts due, all of
which remedies shall be cumulative.

(c) In the event of a default by the **TENANT**, the
LANDLORD shall not exercise any rights or remedies
hereunder without first giving to the **TENANT** written
notice of such default, and the **TENANT** shall then have
a period of thirty (30) days within which to cure said
default.

22. **SURRENDER OF POSSESSION.** The **TENANT** agrees to
deliver up and surrender to the **LANDLORD** possession of the Leased
Premises at the expiration or termination of this Lease, in as
good condition as when the **TENANT** takes possession except for
ordinary wear and tear, alterations permitted under this Lease,
or loss by fire or other casualty, act of God, insurrection,
nuclear weapon, bomb, riot, invasion or commotion, military or
usurped power.

23. **WAIVER.** No waiver of any breach of any one or
more of the conditions or covenants of this Lease by the **LANDLORD**
or by the **TENANT** shall be deemed to imply or constitute a waiver
of any succeeding or other breach hereunder.

24. **AMENDMENT OR MODIFICATION.** Both parties hereto
acknowledge and agree that they have not relied upon any
statements, representations, agreements or warranties, except
such as are expressed herein, and that no amendment or
modification of this Lease shall be valid or binding unless

expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

25. **HOLDING OVER AFTER TERMINATION.** If, after the expiration of this Lease, the **TENANT** shall hold over and remain in possession of the Leased Premises, then such holding over shall be deemed to be a periodic tenancy from month to month on the same terms and conditions contained herein. In this regard, the parties further agree that if either party has given notice to terminate the Lease under paragraph 2 hereof, the **TENANT** may nevertheless remain in possession after said expiration date and pay to the **LANDLORD** the rent due hereunder on a month to month basis provided that the **LANDLORD** has not otherwise committed to lease the Leased Premises in whole or in part to any third party. If the **LANDLORD** has committed to lease the Leased Premises in whole or in part to any third party, the **TENANT** may not so occupy said Leased Premises after the date so indicated by the **LANDLORD** which may be necessary for the **LANDLORD** to deliver the Leased Premises to said third party or to commence any necessary renovations for said third party.

26. **NOTICES.** Whenever either party desires to give notice unto the other, notice may be sent to:

FOR LANDLORD

Patrick T. Christiansen, President
Reflections at Hidden Lake, Inc.
17th Floor, Firststate Building
255 South Orange Avenue
Post Office Box 231
Orlando, Florida 32802

FOR TENANT

Support Services Division
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

Either of the parties may change by written notice, as provided herein, the addresses or persons for receipt of notice.

27. **MISCELLANEOUS.**

(a) Whenever a period of time is herein prescribed for action to be taken by **LANDLORD** or the **LANDLORD** is otherwise obligated to provide any services or undertake any other duty or obligation hereunder, **LANDLORD** shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, the rendering of said services or the fulfillment of said duty, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of **LANDLORD**.

(b) At the request of the **LANDLORD** or **TENANT**, the **TENANT** and the **LANDLORD** shall enter into a writing specifying the Commencement Date and the expiration date and the renewal date for the initial and each renewal term, and other matters.

(c) The term "year" does not mean the calendar year, but means the 12 month period based upon each Anniversary Date.

(d) The captions to each paragraph of this Lease are added as a matter of convenience only and shall be considered to be of no effect in the construction of any provision or provisions of this Lease.

(e) Time is of the essence of this Lease and each and all of its provisions.

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

(g) The **TENANT** shall comply with rules and regulations as set forth in Exhibit "D", together with such other rules and regulations as may be promulgated from time to time by the **LANDLORD**, provided said rules and regulations are reasonable and applied to the Tower Building in its entirety and to all parties located therein.

28. **NO THIRD PARTY BENEFICIARIES.** The parties are aware and understand that this Lease is solely for the benefit of the **LANDLORD** and the **TENANT**, and no person not a party hereto shall have any benefits or privileges hereunder either as third party beneficiaries or otherwise.

29. **HAZARDOUS WASTE.** **TENANT** agrees to comply strictly and in all respects with the requirements of any and all federal, state and local statutes, rules and regulations now or hereinafter existing relating to the discharge, spillage, storage, uncontrolled loss, seepage, filtration, disposal, removal or use of hazardous materials, including but not limited

to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act and the Florida Substances Law (collectively the "Hazardous Waste Law") and with all similar applicable laws and regulations and shall notify **LANDLORD** promptly in the event of any discharge, spillage, uncontrolled loss, seepage or filtration of oil, petroleum, chemical liquids or solids, liquid or gaseous products or any other Hazardous Materials (a "Spill") or the presence of any substance or material presently or hereafter identified to be toxic or hazardous according to any Hazardous Waste Law, including, without limitation, any asbestos, PCBs, radioactive substance, methane, volatile hydrocarbons, acids, pesticides, paints, petroleum based products, lead, cyanide, DDT, printing inks, industrial solvents or any other material or substance which has in the past or could presently or at any time in the future cause or constitute a health, safety or other environmental hazard to any person or property (collectively "Hazardous Materials") upon the Leased Premises or the Building, and shall promptly forward to **LANDLORD** copies of all orders, notices, permits, applications or other communications and reports in connection with any such Spill or Hazardous Materials. **TENANT** shall not handle, use, generate, manufacture, store or dispose of Hazardous Materials in, upon, under or about the Leased Premises and the Building. In regard to any Hazardous

Materials which the **TENANT** may bring upon the Leased Premises or any Spill, the **TENANT** shall be responsible for any loss, penalty, liability, damage and expense suffered or incurred by **LANDLORD** related to or arising out of (i) any Hazardous Materials brought on the Leased Premises by the **TENANT**; or (ii) any Spill caused by the **TENANT**; which loss, damage, penalty, liability, damage and expense shall include, but not limited to, (a) court costs, attorneys' fees and expenses, and disbursements through and including any appellate proceedings; (b) all foreseeable and unforeseeable consequential damages, directly or indirectly, arising out of the use, generation, storage or disposal of Hazardous Materials by **TENANT**; (c) the cost of any required or necessary repair, clean-up or detoxification of the Project; and (d) the cost of preparation of any closure or other plans required under the Hazardous Waste Law, necessary to sell or lease the Leased Premises or the Building.

30. **RADON DISCLOSURE**. 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. **ENTIRE AGREEMENT**. This Lease contains the entire agreement of the parties, and incorporates all prior discussions and references to **TENANT** as an inducement for the **TENANT** to enter

into this Lease. No representations, inducements, promises or agreements, oral or otherwise between the parties not embodied in this Lease shall be of any force or effect.

32. **COMPLIANCE WITH LAWS.** The **TENANT** shall not use the Leased Premises or permit anything to be done in or about the Leased Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. The **TENANT** shall at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements applicable to the Leased Premises and its use thereof, now in force or which may hereafter be in force.

33. **INSPECTION.** The **LANDLORD** reserves at all times the right to enter the Leased Premises to inspect the same provided, however, except in the case of an emergency (in which case no advance notice need be given), the **LANDLORD** shall first notify the **TENANT**. The **LANDLORD** may submit the Leased Premises to prospective purchasers or tenants, have entry to post notices of nonresponsibility, and to alter, improve, or repair the Leased Premises and any portion of the Building, provided, however, the **LANDLORD** shall be under no duty or obligation to repair the Leased Premises unless expressly otherwise provided in this Lease.

34. **MORTGAGEE'S RIGHTS AND ESTOPPEL LETTERS.** The **TENANT** agrees that this Lease shall be inferior and subordinate to any prior or existing mortgage now on the Project. The **TENANT**

agrees upon request to execute any paper or papers which the **LANDLORD** may deem necessary to accomplish that end, provided, however, the subordination set forth herein shall be automatic and shall further be effective notwithstanding that the **TENANT** has not executed any subordination papers as required herein.

35. **SALE BY LANDLORD.** In the event of sale or conveyance by the **LANDLORD** of the Project, the same shall operate to release the **LANDLORD** from any future liability upon any of the covenants or conditions, expressed or implied, herein contained in favor of the **TENANT** provided:

(a) The purchaser agrees to fulfill and discharge the duties and obligations of the **LANDLORD** hereunder; and

(b) The foregoing shall not apply to release the **LANDLORD** from any claim which, as of the date of said sale or conveyance, has been so identified in writing by the **TENANT** to the **LANDLORD** and further provided that the **LANDLORD** has made inquiry of the **TENANT** to furnish an estoppel certificate in connection with said sale or conveyance

In such event, the **TENANT** agrees to look solely to the purchaser to fulfill the obligations of the **LANDLORD** under this Lease. This Lease shall not be affected by any such sale, and the **TENANT** agrees to attorn to the purchaser.

36. **SIGNS.** The **TENANT** shall not place or maintain or permit to be placed or maintained, and shall promptly remove any

that may be placed, (i) any signs or advertising of any kind whatsoever on the exterior of the Tower Building, or on any exterior windows in said Tower Building, or elsewhere within the Leased Premises so as to be visible from the exterior of the Tower Building, without the express prior written consent of the LANDLORD, and (ii) any awnings, other structures or materials, machinery or equipment of any kind whatsoever on the exterior or extending to the exterior of the Tower Building. The TENANT may erect a sign in accordance with Exhibit "C" attached hereto.

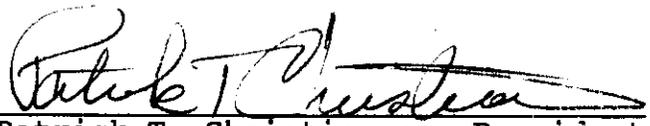
37. EMINENT DOMAIN. If (a) all of the Leased Premises shall be taken or appropriate by any public or quasi public authority under the power of eminent domain, or (b) such portion of the Leased Premises is so taken which would substantially handicap, impede or impair the TENANT's use of the Leased Premises, either party hereto shall have the right, at its option, to terminate this Lease. In either case of full or partial taking, the LANDLORD shall be entitled to any and all income, rent, awards, or any interest therein whatsoever which may be paid or made in connection with such public or quasi-public use or purpose and TENANT shall have no claim against the LANDLORD for the value of any unexpired term of this Lease. If only a part of the Leased Premises shall be so taken or appropriated, at the LANDLORD's option, the rent thereafter to be paid shall be equitably reduced.

39. ARBITRATION. In the event any dispute may arise between the parties regarding the provisions of this Lease, the

parties agree to submit that dispute to binding arbitration in Seminole County, Florida in accordance with the terms and conditions of the American Arbitration Association. If a decision rendered in said arbitration finds a party to be in default hereunder, that party shall nevertheless have a further period of thirty (30) days from the date of said decision to cure said default and, if said default is so cured, that party shall not be in default under this Lease.

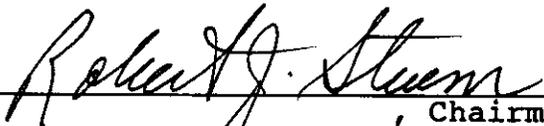
IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below:

REFLECTIONS AT HIDDEN LAKE, INC.

By: 
Patrick T. Christiansen, President

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

 By: , Chairman
Clerk to the Board of
County Commissioners
of Seminole County,
Florida Date: 1-14-93

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commissioners
at their January 12, 1993 regular
meeting. 94


County Attorney

SKETCH OF FIRST FLOOR SPACE

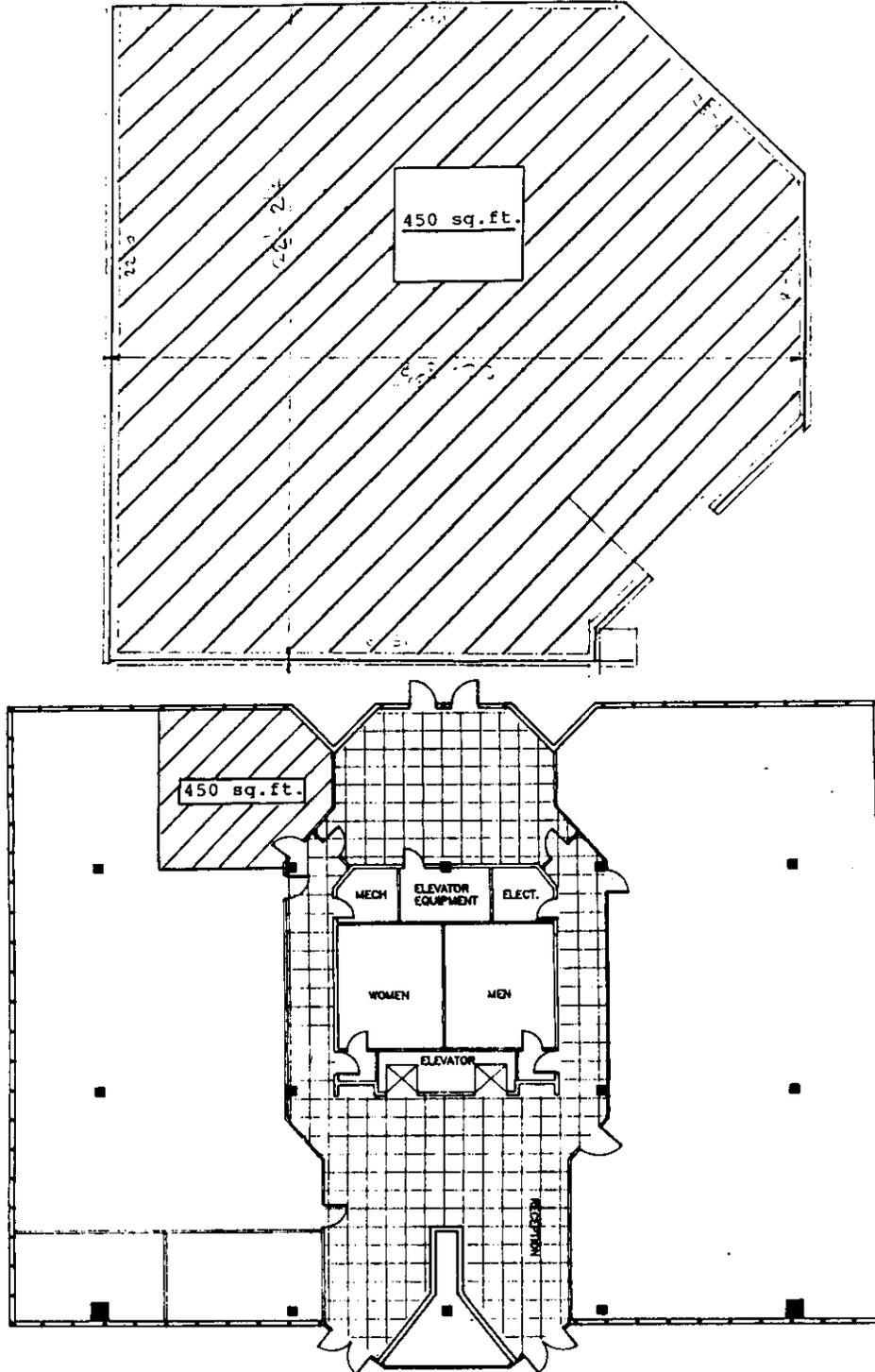


Exhibit "A"

SIGN CRITERIA

The **TENANT** shall identify the Leased Premises with a sign in accordance with the following criteria:

1. The **TENANT** shall be required to identify its Leased Premises by a sign. The **TENANT** shall place a sign in accordance with these sign criteria on the Leased Premises within fifteen (15) days after the Rent Commencement Date or the date the **TENANT** opens for business, whichever first occurs.

2. The **TENANT** will be permitted only one sign to be located outside of the entrance way to the Leased Premises.

3. All signs shall be uniform and shall be approved by the **LANDLORD**.

4. The cost of such signage shall be paid for by the **TENANT**.

5. The **LANDLORD** may, in its discretion, maintain a sign directory at the entrance to the Leased Premises off of Lake Mary Boulevard, and should the **LANDLORD** elect to do so, the order and make up of the directory shall be determined by the **LANDLORD**. If the **TENANT** wishes to be identified on said sign, and the **LANDLORD** so approves, the **TENANT** shall pay any cost associated with the placement of the sign on said directory.

6. All signs must meet all applicable building codes.

Except as expressly set forth in this Exhibit "C", the **TENANT** shall have no other right to place any signs in or about the Building.

RULES AND REGULATIONS

In order to serve the public and create and maintain an attractive, well run Building, the **LANDLORD** has established the following rules and regulations. The **TENANT** shall comply with the following rules and regulations:

1. **TENANT** and its employees shall use their best efforts to encourage good will and courtesy within the Building, to its customers, tenants, employees and management, for the betterment of their own business and that of the whole Building.

2. Common Areas are not to be used for business purposes without the specific approval of the **LANDLORD**. In no event shall any handbills, flyers or other promotional devises be placed or distributed in the Common Areas.

3. **TENANT** shall take no action which would adversely affect the Building, nor create any work stoppage, picketing, labor disruption or dispute, or any interference with the business of **LANDLORD** or any other tenant or occupant in the Building, forfeit the rights and privileges of any customer or other persons lawfully in and upon said Building, nor shall **TENANT** cause any impairment or reduction of the good will of the Building.

4. No exterior radio, television, stereo or other similar devices or exterior aerial shall be installed without **LANDLORD**'s written consent and **TENANT** will not cause or permit any noise, vibrations, light, odor or other effects to emanate from the Leased Premises.

5. All deliveries or shipments of any kind, to or from the Leased Premises, including loading of goods, shall be made by way of a **LANDLORD** approved location, and only at such time as reasonably designated for such purpose by **LANDLORD**. The **TENANT** may receive overnight and UPS and similar deliveries in the ordinary course of business.

6. No forklift, tow truck, or any other powered machines for handling freight in the Leased Premises, may be used except in such manner and in these areas in the Leased Premises as may be approved by **LANDLORD** in writing.

7. The interior of **TENANT**'s windows and glass areas shall be kept free of debris by the **TENANT** at all times, and no signs may be placed on the windows without the approval of the **LANDLORD**, said approval not to be unreasonably withheld.

8. Garbage, refuse, trash, boxes, etc., shall be kept in containers and in locations as approved by **LANDLORD** and any municipal authorities having jurisdiction.

9. **TENANT** shall not conduct or permit any fire, bankruptcy, auction or "Going Out Of Business" sales (whether real or fictitious) on the premises without the prior written consent of **LANDLORD**, or utilize any unethical method of business operation.

10. No animals of any kind may be kept on the Leased Premises by **TENANT** or its employees.

LANDLORD may from time to time amend the foregoing or add new rules and regulations for the use and care of the Building as a whole, and the **TENANT** shall comply with said amended and new rules and regulations. All such amended or new rules and regulations shall apply to the Building as a whole, shall be reasonable, and shall not be applicable in regard to the tenant unless and until thirty (30) days notice of said regulations have first been given to the **TENANT**.

WP 11-21-95
QB
LA
KH
PTC-2
9-6-95

FIRST AMENDMENT TO LEASE AGREEMENT
(Reflections Tower Lease)

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "First Amendment") made and entered into this 24 day of Oct., 1995 by and between:

REFLECTIONS AT HIDDEN LAKE, INC., a Florida corporation, c/o Patrick T. Christiansen, Esquire, 17th Floor, Citrus Center, 255 South Orange Avenue, Post Office Box 231, Orlando, Florida 32802-0231 (hereinafter referred to as the "Landlord")

and

SEMINOLE COUNTY, a political subdivision of the State of Florida, Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (hereinafter referred to as the "Tenant").

R E C I T A L S:

A. On or about January 14, 1993, the Landlord and the Tenant entered into a certain Lease (the "Initial Lease") dated January 14, 1993 pursuant to which the Tenant leased from the Landlord certain premises (the "Initial Leased Premises") generally described as:

(i) Approximately 450 square feet located on the first floor of the Tower Building, as outlined and set forth in Exhibit "A" attached to the Initial Lease; and

(ii) Approximately 17,511.75 square feet located on the second floor of the Tower Building, as

outlined and set forth in Exhibit "B" attached to the Initial Lease.

B. The Tenant has had discussions with the Landlord for the Tenant to expand the premises leased by it under the Initial Lease to include the remaining space on the second floor of the Tower Building not currently leased and occupied by the Tenant (the "Additional Leased Premises"). The Additional Leased Premises constitutes an aggregate area of 5,446 square feet of net rentable space.

C. The Landlord and the Tenant wish to amend the Initial Lease for the purposes of adding to the Initial Lease the "Additional Leased Premises", reconfirming the resulting rent due under the Lease, and providing for certain other amendments to the Initial Lease.

NOW, THEREFORE, the Landlord and the Tenant do hereby agree as follows:

1. DEFINITIONS. Unless expressly defined in this First Amendment, capitalized terms contained herein shall have the meanings set forth in the Initial Lease.

2. AMENDMENTS TO INITIAL LEASE. The Initial Lease is hereby amended as follows:

(a) Leased Premises. The Leased Premises are now reconfigured and expanded so that the Leased Premises under the Lease now mean and include both (i) the Initial Leased Premises as initially set forth and described in the Initial Lease, and (ii)

the Additional Leased Premises. The term "Leased Premises" will now mean and refer to all of said Premises and the resulting aggregate square footage of the Leased Premises shall now be 23,407.75 square feet of net rentable space.

(b) Term. The Term of the Lease shall be amended as follows:

(i) Paragraph 2(a) of the Initial Lease is amended so that the initial term of the Lease is now through September 30, 2000.

(ii) Paragraph 2(b) of the Initial Lease is amended so that after the expiration of the initial term referenced in clause (i) above, the Lease shall, subject to clauses (iii) and (iv) below, be automatically renewed for successive periods of one (1) year each.

(iii) Paragraph 2(c) of the Initial Lease is amended so that the right of the Tenant to terminate the Lease shall only apply for renewal terms after September 30, 2000.

(iv) Paragraph 2(d) of the Initial Lease is amended so that the Landlord's

right to terminate shall only apply for renewal terms after September 30, 2000.

(c) Rental. The rent for the Leased Premises shall be a sum of the following amounts (representing the rent for the Initial Leased Premises and the Additional Leased Premises):

(i) For the Initial Leased Premises, the rental will be as determined under paragraph 3 of the Initial Lease, without giving affect to this First Amendment; plus

(ii) For the Additional Leased Premises, the following:

A. Subject to subparagraph (e) below determining when rent for the Additional Leased Premises shall commence, for the lease term commencing with the payment of rental as determined under subparagraph (e) below through March, 1997, the Base Monthly Rent for the Additional Leased Premises is \$4,878.71;

B. For the Lease year commencing April 1, 1997,

the Base Monthly Rent for the Additional Leased Premises will be the sum of (i) \$4,878.71, plus (ii) an amount determined by multiplying the Base Monthly Rent of \$4,878.71 by a fraction, the numerator of which shall be the Index Figure for March, 1997, and the denominator of which shall be the Index Figure for the month when rental commences under subparagraph (e) above (the "Additional Leased Premises Commencement Date");

C. For the Lease year commencing April 1, 1998 and each April 1 thereafter during the term of the Lease, the Base Monthly Rent for the Additional Leased Premises will be the sum of (i) \$4,878.71, plus (ii) an amount determined by multiplying the Base Monthly Rent of \$4,878.71 by a fraction, the numerator of

which shall be the Index Figure for the month of March immediately proceeding said April 1 date (e.g. for rent to be determined for April 1, 1997, the numerator would be the Index Figure then for March, 1997), and the denominator of which shall be the Index Figure for the Additional Leased Premises Commencement Date.

Provided, however, that any increase in monthly rent as determined under paragraphs (b) or (c) above shall not exceed the cumulative amount of five percent (5%) per annum. The sum of the foregoing amounts under clauses (i) and (ii) shall constitute the rental due under the Lease for the total Leased Premises.

(d) Option Space. Paragraph 4 of the Initial Lease is hereby deleted.

(e) Commencement of Rental. The rental for the Additional Leased Premises shall not commence until the Landlord has undertaken and completed the Improvements described in subparagraph (f) below.

(f) Improvements to Additional Leased Premises. In regard to the Additional Leased Premises, the Landlord will undertake certain improvements (the "Improvements") to the Additional Leased Premises as follows:

(i) The Improvements shall consist generally of the construction of various improvements to the Additional Leased Premises, in the configuration set forth and described in Exhibit "A" attached to this First Amendment.

(ii) The Landlord shall pay for the cost of the Improvements (except for telephone and computer lines and cable which are to be done by the Tenant at the Tenant's sole expense).

(iii) The Improvements shall be constructed by the Landlord as soon as possible and, in any event, shall be constructed by no later than ninety (90) days after this First Amendment has been executed by both the Landlord and the Tenant. At such time as the Improvements have been substantially completed and a certificate of occupancy issued for same, possession of the Additional Leased

Premises shall be delivered to the Tenant and rent for the Additional Leased Premises shall commence.

(iv) Upon occupancy by the Tenant, the Tenant may furnish to the Landlord a "punchlist" setting forth items which need to be corrected, and the Landlord shall undertake the correction of said items provided, however, the existence and correction of said "punchlist" items shall not delay or excuse the obligation of the Tenant to pay rent for the Additional Leased Premises hereunder.

3. **RATIFICATION OF LEASE.** Except as modified pursuant to the terms of this First Amendment, the Landlord and the Tenant do hereby confirm and ratify the Lease and further state as follows:

(a) That the Landlord is not in default under the Lease and, as of the date hereof, has fulfilled all its duties and obligations under the Lease.

(b) That the Tenant has paid rent under the Lease through August 1995 on the Initial Leased Premises, and the Landlord is not aware of any defaults by Tenant under the Lease.

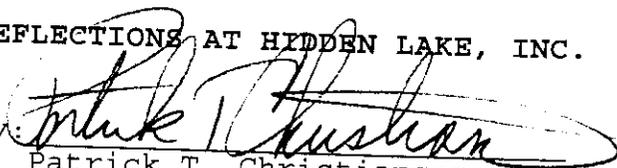
The term "Lease" from and after the date of this First Amendment shall refer to the Initial Lease as initially drafted as modified

by this First Amendment, and the term "Leased Premises" from and after the date of this First Amendment shall mean the Initial Leased Premises as described in the Initial Lease plus the Additional Leased Premises.

4. COMPLETE AGREEMENT. This First Amendment sets forth the complete agreement of the parties with respect to the Lease amendment as set forth herein and incorporates all prior discussions, representations, etc.

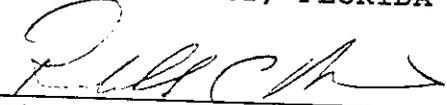
IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date set forth above.

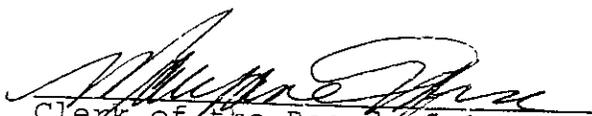
REFLECTIONS AT HEDDEN LAKE, INC.

By: 
Patrick T. Christiansen,
President

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: 
(Signature of County Chairman)
RANDALL C. MORRIS
11-17-95
(Print Name of County Chairman)


Clerk of the Board of County
Commissioners of Seminole
County, Florida

Date: 11-20-95

For the use and reliance of
Seminole County only. Approved
as to form and legal
sufficiency.


(Signature of County Attorney)

LYNN VOUIS

(Print Name of County Attorney)

PTC: REFLECTS SEMINOLE: 1ST-AMEND-LEASE.

As authorized for execution by
the Board of County Commissioners
at their Oct. 24, 1995 regular
meeting.

"Additional Leased Premises"

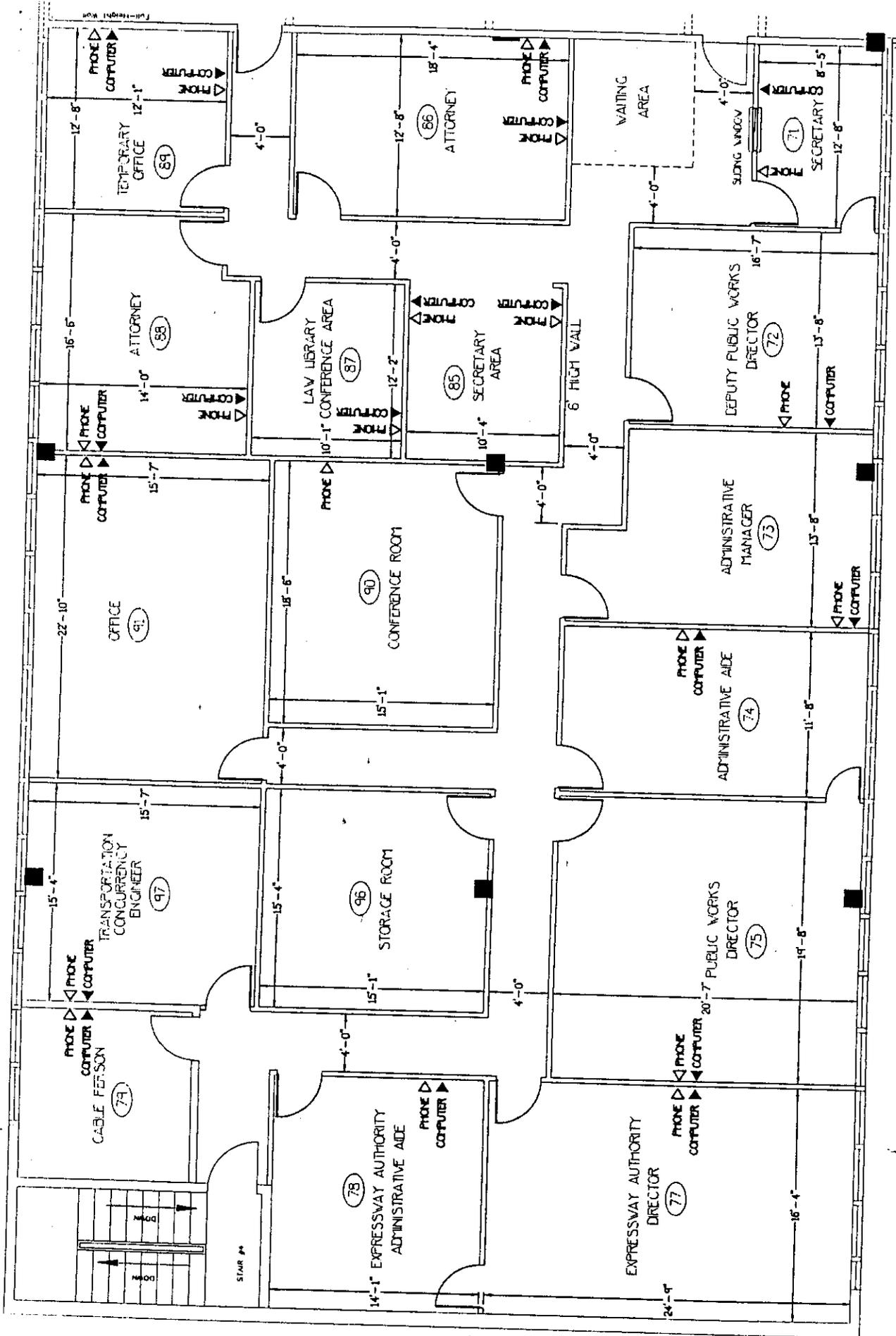


EXHIBIT A

EXECUTION
COPY

SECOND AMENDMENT TO LEASE AGREEMENT

(Reflections Tower and Front Space Lease)

THIS SECOND AMENDMENT TO LEASE AGREEMENT (the "Second Amendment") made and entered into this 10 day of February, 1998 by and between:

REFLECTIONS AT HIDDEN LAKE, INC., a Florida corporation, c/o Patrick T. Christiansen, Esquire, 17th Floor, Citrus Center, 255 South Orange Avenue, Post Office Box 231, Orlando, Florida 32802-0231 (hereinafter referred to as the "Landlord")

and

SEMINOLE COUNTY, a political subdivision of the State of Florida, Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (hereinafter referred to as the "Tenant").

R E C I T A L S:

A. On or about January 14, 1993, the Landlord and the Tenant entered into a certain Lease (the "Initial Lease") dated January 14, 1993 pursuant to which the Tenant leased from the Landlord certain premises (the "Initial Leased Premises") generally described as:

- (i) Approximately 450 square feet located on the Second floor of the Tower Building, as outlined and

set forth in Exhibit "A" attached to the Initial Lease; and

(ii) Approximately 17,511.75 square feet located on the second floor of the Tower Building, as outlined and set forth in Exhibit "B" attached to the Initial Lease.

B. On or about October 24, 1995, the Landlord and the Tenant entered into a certain First Amendment To Lease Agreement (the "First Amendment") dated October 24, 1995 pursuant to which the Tenant leased from the Landlord the remaining space on the second floor of the Tower Building not then leased and occupied by the Tenant pursuant to the Initial Lease (the "Second Floor Additional Leased Premises"). The Second Floor Additional Leased Premises constituted an aggregate area of 5,446 square feet of net rentable space. The term "Initial Lease" hereafter includes the First Amendment.

C. The Tenant has had discussions with the Landlord for the Tenant to further expand the premises leased by it under the Initial Lease to include the following additional space in the overall Reflections Building and consisting of two separate areas (collectively, the "Additional Leased Premises"):

(i) Certain space on the first floor of the Tower Building (the "First Floor Additional Lease")

Premises"). The First Floor Additional Lease Premises constitutes an aggregate area of 2,651 square feet of net rentable space as outlined and set forth in Exhibit "A" attached hereto; and

(ii) Certain space not in the Tower Building but near the front of the overall Reflections Building (the "Front Space Additional Leased Premises"). The Front Space Additional Leased Premises constitutes an aggregate area of 11,582 square feet of net rentable space as outlined and set forth in Exhibit "B" attached hereto.

As set forth above, the term "Additional Leased Premises" means both the First Floor Additional Leased Premises and the Front Space Additional Leased Premises.

D. The Landlord and the Tenant wish to amend the Initial Lease for the purposes of adding to the Initial Lease both the First Floor Additional Lease Premises and the Front Space Additional Leased Premises, reconfirming the resulting rent

due under the Lease, and providing for certain other amendments to the Initial Lease.

NOW, THEREFORE, the Landlord and the Tenant do hereby agree as follows:

1. DEFINITIONS. Unless expressly defined in this Second Amendment, capitalized terms contained herein shall have the meanings set forth in the Initial Lease.

2. AMENDMENTS TO INITIAL LEASE. The Initial Lease is hereby amended as follows:

(a) Leased Premises. The Leased Premises are now reconfigured and expanded so that the Leased Premises under the Lease now mean and include all of (i) the Initial Leased Premises, (ii) the Second Floor Additional Leased Premises, (iii) the First Floor Additional Lease Premises, and (iv) the Front Space Additional Leased Premises. The term "Leased Premises" will now mean and refer to all of said Premises and the resulting aggregate square footage of the Leased Premises shall now be 37,640.75 square feet of net rentable space.

(b) Term. The term of the Lease shall be amended as follows:

(i) Paragraph 2(a) of the Initial Lease is amended so that the initial term of the Lease is now through a date (the "Initial Expiration Date") which is five (5) years from the date when ~~the date when~~ the Tenant begins the payment of rent on the Front Space Additional Leased Premises as set forth in subparagraph (d)(ii) below but in no event later than March 1, 2004.

(ii) Paragraph 2(c) of the Initial Lease is amended so that the right of the Tenant to terminate the Lease shall only apply for renewal terms after the Initial Expiration Date.

(iii) Paragraph 2(d) of the Initial Lease is amended so that the right of the Landlord to terminate the Lease shall only apply for renewal terms after the Initial Expiration Date.

(c) Rental. The rent for the Leased Premises shall be a sum of the following amounts

Sept 4, 1998

Termination

(representing the total rent for the Initial Leased Premises, the Second Floor Additional Leased Premises, the First Floor Additional Lease Premises, and the Front Space Additional Leased Premises):

(i) For the Initial Leased *Engineering* Premises, the rental will be as determined under paragraph 3 of the Initial Lease,* without giving effect to either the First Amendment or this Second Amendment; plus

(ii) For the Second Floor *Engineering* Additional Leased Premises, the rental will be as determined under paragraph 2(c)(ii) of the First Amendment, without giving effect to this Second Amendment; plus

(iii) For the First Floor *Co Attorney* Additional Lease Premises, the Base Monthly Rent shall be as follows:

A. The Base Monthly Rent for the First Floor Additional Leased Premises through March, 1998 is \$2,458.80;

B. For the Lease year commencing April 1, 1998 and each April 1 thereafter during the term of the Lease, the Base Monthly Rent for the First Floor Additional Leased Premises will be equal to an amount determined by multiplying the Base Monthly Rent of \$2,458.80 by a fraction, the numerator of which shall be the Index Figure for the month of March immediately proceeding said April 1 date (e.g. for rent to be determined for the Lease Year commencing April 1, 1998, the numerator would be the Index Figure then for March, 1998), and the denominator of which shall be the Index Figure for March 1, 1997;

provided, however, that any increase in monthly rent as determined under paragraph (B) above shall not exceed the cumulative amount of five percent (5%) per annum.

(iv) For the First Floor *Encl. 506.*
Additional Lease Premises, the Base Monthly Rent shall be as follows:

A. The Base Monthly Rent for the Front Space Additional Leased Premises through March, 1999 is \$12,788.46;

B. For the Lease year commencing April 1, 1999 and each April 1 thereafter during the term of the Lease, the Base Monthly Rent for the Front Space Additional Leased Premises will be equal to an amount determined by multiplying the Base Monthly Rent of \$12,788.46 by a fraction,

the numerator of which shall be the Index Figure for the month of March immediately proceeding said April 1 date (e.g. for rent to be determined for the Lease Year commencing April 1, 1999, the numerator would be the Index Figure then for March, 1999), and the denominator of which shall be the Index Figure for March 1, 1998;

provided, however, that any increase in monthly rent as determined under paragraph (B) above shall not exceed the cumulative amount of five percent (5%) per annum.

The sum of the foregoing amounts under clauses (i), (ii), (iii) and (iv) shall constitute the total rental due under the Lease for the Leased Premises.

(d) Commencement of Rental. The rental for the Additional Leased Premises shall commence as follows:

(i) The rental for the First Floor Additional Leased Premises shall commence on the date when the Landlord has completed the Tenant improvements to the First Floor Additional Lease Premises as set forth in subparagraph (e)(i) below.

(ii) The rental for the Front Space Additional Leased Premises shall commence when the Landlord has completed the Tenant improvements to the Front Space Additional Lease Premises as set forth in subparagraph (e)(ii) below.

(e) Improvements to Additional Leased Premises. In regard to the Additional Leased Premises, the Landlord will at its expense make the following improvements:

(i) To the First Floor Additional Leased Premises, the improvements as set forth in Exhibit "A" attached hereto.

(ii) To the Front Space Additional Leased Premises, such

improvements as are reasonably desired
by the Tenant.

The Tenant will at its cost prepare and deliver to the Landlord finished plans for permitting purposes for all the improvements on a timely basis, and will also cooperate with the Landlord on a timely basis so as to not delay the Landlord in its construction of said improvements. The Tenant will at its own expense install communication and other cable lines and the Landlord will only be obligated to make improvements consisting of walls, offices, etc.

(f) Delivery Of Possession. Possession of the Additional Lease Premises shall be as follows:

(i) The First Floor Additional Leased Premises shall be delivered to the Tenant upon the execution of this Second Amendment.

(ii) The Front Space Additional Leased Premises shall be delivered to the Tenant at such time as the existing tenant in that space vacates such Premises, but in no event later than seven (7) months after the Tenant

has executed this Second Amendment and delivered a fully executed copy to the Landlord.

(iii) RATIFICATION OF LEASE.

Except as modified pursuant to the terms of this Second Amendment, the Landlord and the Tenant do hereby confirm and ratify the Lease and further state as follows:

(g) That the Landlord is not in default under the Lease and, as of the date hereof, the Landlord has fulfilled all its duties and obligations under the Lease.

(h) That the Tenant has paid rent under the Lease through December, 1997 on the Initial Leased Premises and the Second Floor Additional Leased Premises, and the Landlord is not aware of any defaults by Tenant under the Lease.

The term "Lease" from and after the date of this Second Amendment shall refer to the Initial Lease as initially drafted as modified by this Second Amendment, and the term "Leased Premises" from and after the date of this Second Amendment shall mean the Initial Leased Premises as described in the Initial Lease plus the Second Floor Additional Leased Premises, the First Floor Additional Leased Premises and the Front Space Additional Leased Premises.

4. COMPLETE AGREEMENT. This Second Amendment sets forth the complete agreement of the parties with respect to the Initial Lease amendment as set forth herein and incorporates all prior discussions, representations, etc.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date set forth above.

REFLECTIONS AT HIDDEN LAKE, INC.

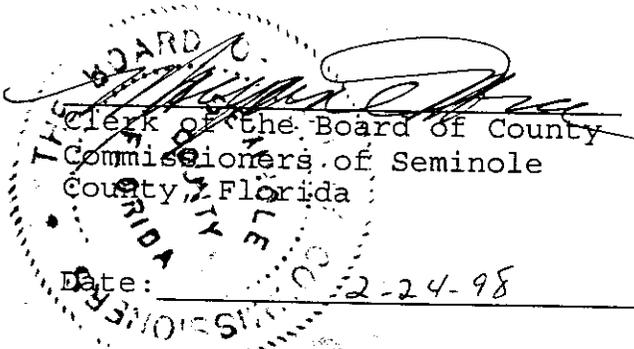
By: *Patrick T. Christiansen*
Patrick T. Christiansen,
President

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: *Randall C. Morris*
(Signature of County Chairman)

Randall C. MORRIS
(Print Name of County Chairman)



For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.

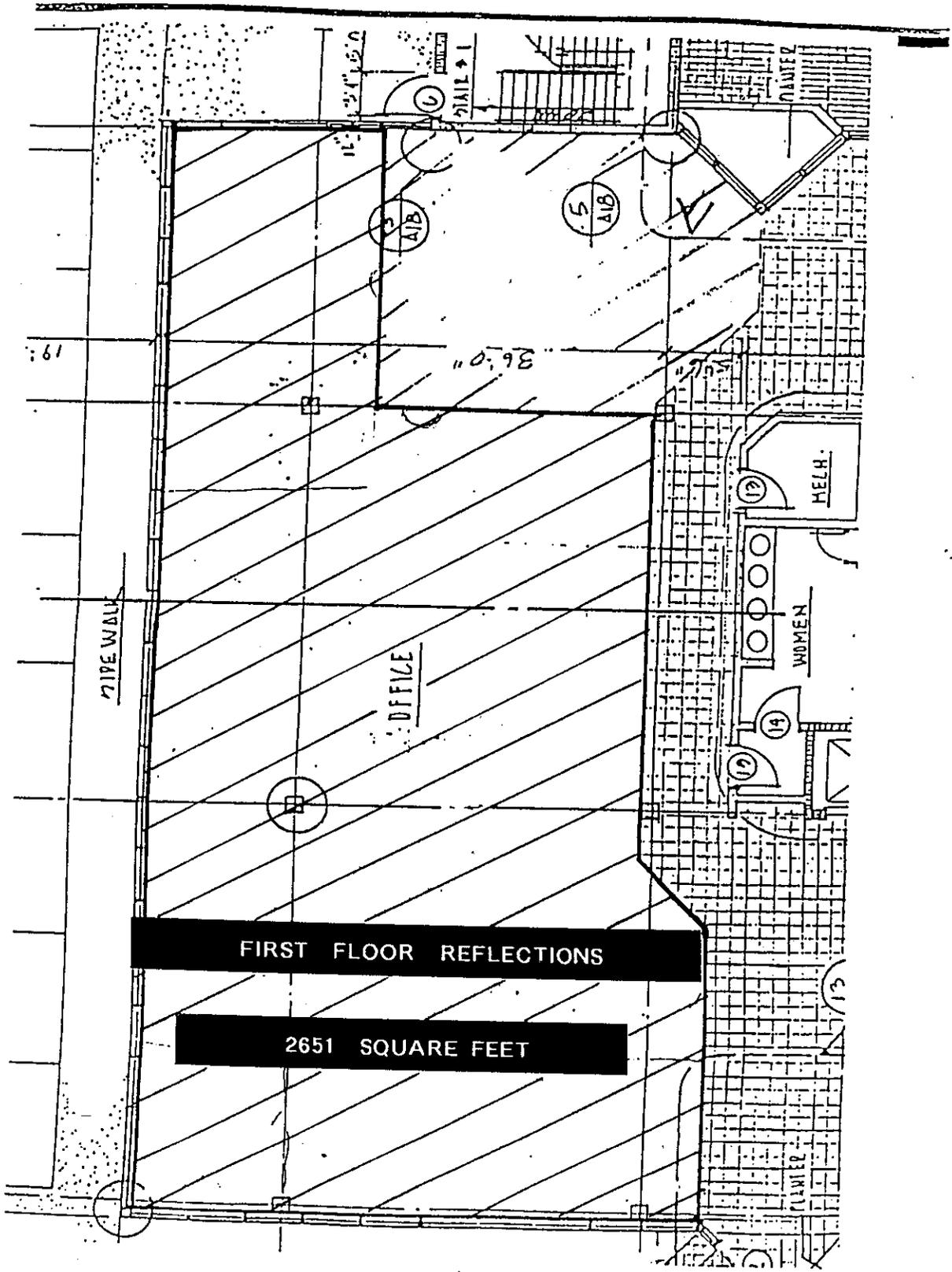
Ann E. Colby
(Signature of County Attorney)

Ann E. Colby
(Print Name of County Attorney)

As authorized for execution by the Board of County Commissioners at their Feb. 10, 1998 regular meeting.

EXHIBIT "A"

SITE PLAN DESIGNATING LOCATION OF PREMISES



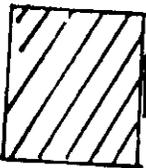
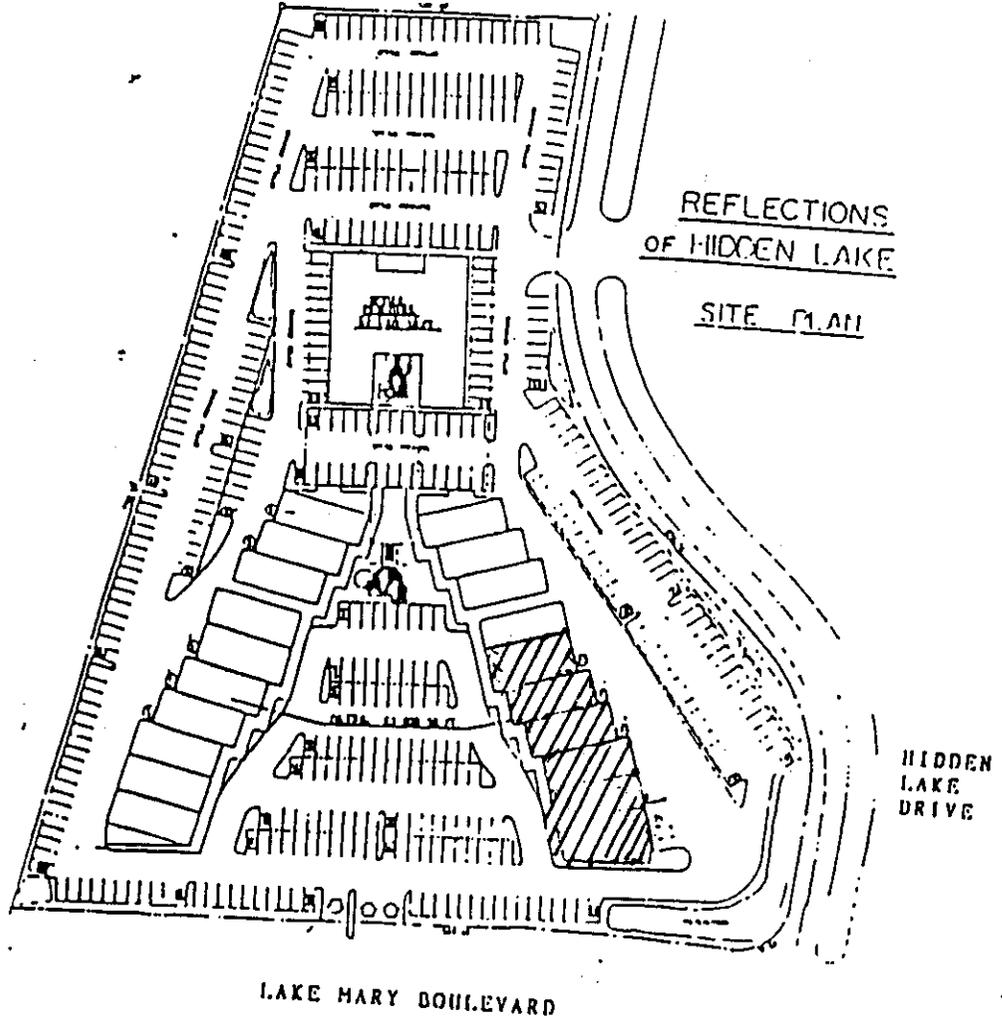
FIRST FLOOR REFLECTIONS

2651 SQUARE FEET

BK 238 PG 0325

EXHIBIT "B"

SITE PLAN DESIGNATING LOCATION OF PREMISES



11,582 SQUARE FEET

EXECUTION
COPY

THIRD AMENDMENT TO LEASE AGREEMENT
REFLECTIONS TOWER AND FRONT SPACE LEASE

FILE COPY

THIS THIRD AMENDMENT is made and entered into this 1st day of May, 2001 and is to that certain Lease Agreement made and entered into on January 14, 1993, as amended on October 24, 1995 and on February 10, 1998, between **REFLECTIONS AT HIDDEN LAKE, INC.**, a Florida corporation, whose address is C/O Patrick T. Christiansen, Esquire, 17th Floor, Citrus Center, 255 South Orange Avenue, P.O. Box 231, Orlando, Florida 32802-0231, hereinafter referred to as "LANDLORD," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the LANDLORD and COUNTY entered into the above referenced Lease Agreement on January 14, 1993, as amended on October 24, 1995 and on February 10, 1998; and

WHEREAS, the parties desire to amend the Lease Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 24 of the Lease Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements entered herein, the parties agree to amend the Lease Agreement as follows:

(1) The term of the Lease Agreement is hereby extended for the entire Leased Premises until April 30, 2006. Thereafter, at the option of the COUNTY, the Lease Agreement may be extended for three (3) additional terms of two (2) years each by giving written notice of said election at least one (1) year prior to the scheduled expiration date. If the COUNTY should elect not to extend under the foregoing sentence, the COUNTY, by notifying the LANDLORD in writing at least one (1) year prior to the scheduled expiration date, will have the option to extend the scheduled expiration date for up to an additional twelve (12) months by so specifying in said notice the number of months that the COUNTY desires to extend the scheduled expiration date. In such event, the expiration date will be so extended and the Lease will expire on that date with no further right of the COUNTY to extend beyond that date. Any rights that either party may have to terminate the Lease under the prior lease documents are terminated and no longer apply.

(2) The rent for the entire Leased Premises, encompassing the Initial Leased Premises, the Second Floor Additional Leased Premises, the First Floor Additional Leased Premises and the Front Space Additional Leased Premises, shall be as follows:

(a) May 1, 2001 through April 30, 2002, base rent is TWELVE AND 38/100 DOLLARS (\$12.38) per square foot, which equals THIRTY-EIGHT THOUSAND EIGHT HUNDRED TWENTY-NINE AND 33/100 DOLLARS (\$38,829.33) per month.

(b) May 1, 2002 through April 30, 2003, base rent is TWELVE AND 78/100 DOLLARS (\$12.78) per square foot, which equals FORTY THOUSAND EIGHTY-FOUR AND 02/100 DOLLARS (\$40,084.02) per month.

(c) May 1, 2003 through April 30, 2004, base rent is THIRTEEN AND 18/100 DOLLARS (\$13.18) per square foot, which equals FORTY-ONE THOUSAND THREE HUNDRED THIRTY-EIGHT AND 72/100 DOLLARS (\$41,338.72) per month.

(d) May 1, 2004 through April 30, 2005 base rent is THIRTEEN AND 58/100 DOLLARS (\$13.58) per square foot, which equals FORTY-TWO THOUSAND FIVE HUNDRED NINETY-THREE AND 41/100 DOLLARS (\$42,593.41) per month.

(e) May 1, 2005 through April 30, 2006 base rent is THIRTEEN AND 98/100 DOLLARS (\$13.98) per square foot, which equals FORTY-THREE THOUSAND EIGHT HUNDRED FORTY-EIGHT AND 10/100 DOLLARS (\$43,848.10) per month.

(3) In the event the parties choose to exercise any or all of the renewal options for this Lease Agreement, the rent paid during the renewal terms shall be as follows:

(a) May 1, 2006 through April 30, 2007 base rent is FOURTEEN AND 38/100 DOLLARS (\$14.38) per square foot, which equals FORTY-FIVE THOUSAND ONE HUNDRED TWO AND 79/100 DOLLARS (\$45,102.79) per month.

(b) May 1, 2007 through April 30, 2008 base rent is FOURTEEN AND 78/100 DOLLARS (\$14.78) per square foot, which equals FORTY-SIX THOUSAND THREE HUNDRED FIFTY-SEVEN AND 48/100 DOLLARS (\$46,357.48) per month.

(c) May 1, 2008 through April 30, 2009 base rent is FIFTEEN AND 18/100 DOLLARS (\$15.18) per square foot, which is FORTY-SEVEN THOUSAND SIX HUNDRED TWELVE AND 17/100 DOLLARS (\$47,612.17)

(d) May 1, 2009 through April 30, 2010 base rent is FIFTEEN 58/100 DOLLARS (\$15.58) per square foot which equals FORTY-EIGHT THOUSAND EIGHT HUNDRED SIXTY-SIX AND 87/100 DOLLARS (\$48,866.87) per month.

(e) May 1, 2010 through April 30, 2011 base rent is FIFTEEN AND 98/100 DOLLARS (\$15.98) per square foot, which equals FIFTY THOUSAND ONE HUNDRED TWENTY-ONE AND 56/100 DOLLARS (\$50,121.56) per month.

(f) May 1, 2011 through April 30, 2012 base rent is SIXTEEN AND 38/100 DOLLARS (\$16.38) per square foot, which equals FIFTY-ONE THOUSAND THREE HUNDRED SEVENTY-SIX AND 25/100 DOLLARS (\$51,376.25) per month.

(4) The LANDLORD agrees upon execution of this Amendment to Lease Agreement to immediately commence and complete repainting and recarpeting of the Second Floor portions of the Leased Premises, said work to be at the LANDLORD's sole expense.

(5) The LANDLORD agrees to repaint and recarpet, at its sole expense, portions of the Leased Premises as follows:

(a) space assigned to the County Attorney (2,651 square feet) - commence work on June 1, 2003.

(b) space assigned to Environmental Services (11,582 square feet) - commence work on September 1, 2003.

(6) All notices requested for this Lease Agreement shall henceforth be sent to the following:

For the LANDLORD:

C/O Patrick T. Christiansen, Esquire
17th Floor, Citrus Center
255 South Orange Avenue
P.O. Box 231
Orlando, Florida 32802-0231

For the COUNTY

Support Services Manager
200 West County Home Road
Sanford, Florida 32773-6179

(7) Except as herein modified, all terms and conditions of the Lease Agreement, as amended, shall remain in full force and effect as originally set forth.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purposes herein expressed.

ATTEST:

REFLECTIONS AT HIDDEN LAKE, INC.



, Secretary

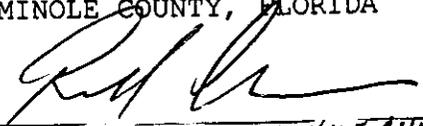
By: 

PATRICK T. CHRISTIANSEN
President

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA


MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: 
RANDALL C. MORRIS, VICE CHAIRMAN.

Date: 5/01/01

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency

As authorized for execution by
the Board of County Commissioners
at their April 24, 2001
regular meeting.


County Attorney

AC/lpk
11/16/00 1/16/01 2/2/01 4/10/01
3am-reflections

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Cheryl Cohen
DEPUTY CLERK

PTC-3
12-30-05

FOURTH AMENDMENT TO LEASE AGREEMENT

(Seminole County - Reflections Lease)

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (the "**Fourth Amendment**") made and entered into this 1st day of December, 2005 by and between:

REFLECTIONS AT HIDDEN LAKE, INC., a Florida corporation, c/o Patrick T. Christiansen, Esquire, CNL Tower II, Suite 1200, 420 South Orange Avenue, Post Office Box 231, Orlando, Florida 32802-0231 (hereinafter referred to as the "**Landlord**")

and

SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (hereinafter referred to as the "**Tenant**").

WITNESSETH:

WHEREAS, the Landlord and Tenant entered into the above referenced Lease Agreement on January 14, 1993, as amended on October 24, 1995, on February 10, and on May 1, 2001, for lease of Reflections Tower and Front Space; and

WHEREAS, by First Renewal To Lease Agreement, the Landlord and Tenant agreed to renew the Lease for the term of two (2) years from May 1, 2006 through April 30, 2008; and

WHEREAS, the parties desire to amend the Lease Agreement so as to add to the Leased Premises certain additional space (the "**Additional First Floor Additional Leased Premises**"), consisting of approximately 1,401 square feet; and

WHEREAS, Section 24 of the Lease Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, the Landlord and the Tenant do hereby agree as follows:

1. **DEFINITIONS.** Unless expressly defined in this Fourth Amendment, capitalized terms contained herein shall have the meanings set forth in the Initial Lease.

2. **AMENDMENTS TO INITIAL LEASE.** The Initial Lease is hereby amended as follows:

(a) **Expansion of Leased Premises.** Effective February 1, 2006, there is added to the Leased Premises, space on the first floor of the Reflections Building consisting of approximately 1,401 square feet, as set forth in **Exhibit "A"** attached hereto (the "**Additional First Floor Additional Leased Premises**"). With the Additional First Floor Additional Leased Premises, the Tenant will now occupy a total of 39,041.75 square feet in the Reflections Building.

(b) **Rental.** The rent for the entire Leased Premises, encompassing the Initial Leased Premises, the Second Floor Additional Leased Premises, the First Floor Additional Leased Premises, the Front Space Additional Leased Premises, and the Additional First Floor Additional Leased Premises, shall be as follows:

(i) February 1, 2006 through April 30, 2006 base rent is **THIRTEEN AND 98/100 DOLLARS** (\$13.98) per square foot, which equals \$45,480.14 per month.

(ii) May 1, 2006 through April 30, 2007 base rent is **FOURTEEN AND 38/100 DOLLARS** (\$14.38) per square foot, which equals \$46,781.53 per month.

(iii) May 1, 2007 through April 30, 2008 base rent is **FOURTEEN AND 78/100 DOLLARS** (\$14.78) per square foot, which equals \$48,082.92 per month.

(c) **Condition of Additional First Floor Additional Leased**

Premises. The Landlord agrees to undertake, at its sole expense, renovations of the Additional First Floor Additional Leased Premises as follows:

- (i) Repaint and re-carpet of the entire space.
- (ii) The replacement of damaged ceiling tiles.

The above described work will be completed on or before sixty (60) days from receipt of signed Lease Amendment.

The date of "February 1, 2006" set forth in subparagraphs (a) and (b) above is premised on the ability of the Landlord to complete the improvements set forth in subparagraph (c) above and to deliver the Additional First Floor Additional Leased Premises to the Tenant with said renovations completed. If the renovations are not completed by that date, then the date of "February 1, 2006" will be modified to mean the date when the Landlord had so undertook said renovations and delivered to the Tenant the Additional First Floor Additional Leased Premises.

3. **RATIFICATION OF LEASE.** Except as herein modified all terms and conditions of the Lease Agreement, as amended, shall remain in full force and effect as originally set forth herein.

4. **COMPLETE AGREEMENT.** This Fourth Amendment sets forth the complete agreement of the parties with respect to the amendments as set forth herein and incorporates all prior discussions, representations, etc.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment as of the date set forth above.

Signed, sealed and delivered in the presence of:

LANDLORD:

REFLECTIONS AT HIDDEN LAKE, INC.

Kathryn M. Garrett
(Signature of Witness)

By: Patrick T. Christiansen
Patrick T. Christiansen, President

KATHRYN M. GARRETT
(Print Name of Witness)

Leslie Cogley
(Signature of Witness)

Leslie Cogley
(Print Name of Witness)

As to "Landlord"

TENANT:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By: Carlton Deuloy

Maryanne Morse
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

Date: February 1, 2006

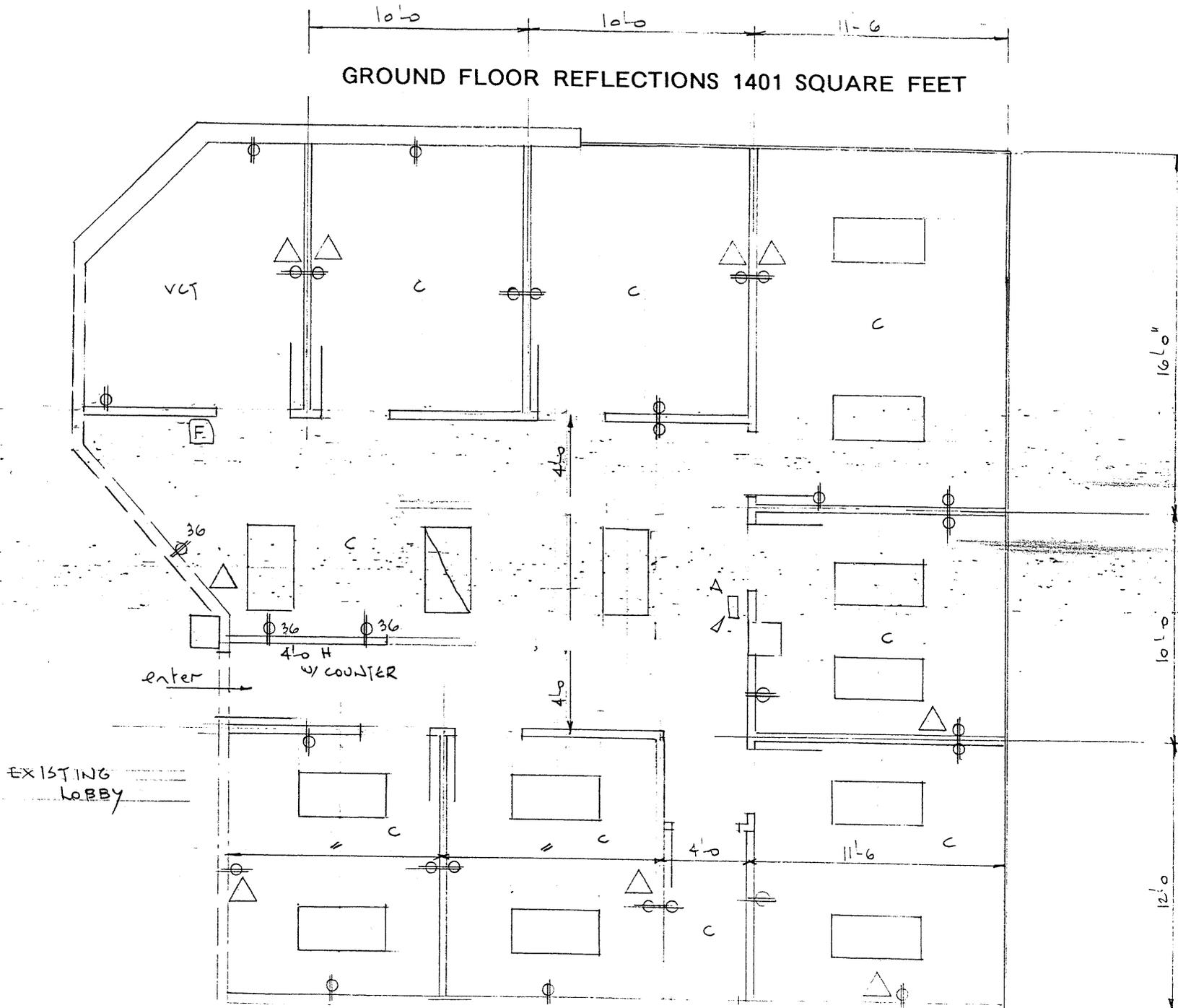
For the use and reliance of Seminole County only. Approved as to form and legal sufficiency

As authorized for execution by the Board of County Commissioners at their January 24, 2006 regular meeting.

[Signature]
County Attorney
As to "Tenant"

GROUND FLOOR REFLECTIONS 1401 SQUARE FEET

EXHIBIT "A"



7. All work to be performed for us under the Lease has been performed as required and has been accepted by us; and any payments, free rent, or other payments, credits, allowances or abatements required to be given by Landlord to us have already been received by us, except: NONE.

8. The Lease is free from default by Landlord to our best knowledge, and we have no offset, defense, deduction or claim against Landlord.

9. Tenant has received no notice of any prior sale, assignment, pledge or other transfer of the Lease or of the rents received therein, except: NONE.

10. Tenant has not assigned the Lease or sublet all or any portion of the Premises, Tenant does not hold the Premises under assignment or sublease, nor does anyone except us and our employees occupy the Premises, except: NONE.

11. Tenant has no right or option to purchase all or any part of the Premises or the building of which the Premises is a part or to occupy any additional space at the Property.

12. No actions, whether voluntary or otherwise, are pending against Tenant under the bankruptcy laws of the United States or any state and there are no claims or actions pending against Tenant which if decided against Tenant would materially and adversely affect Tenant's financial condition or Tenant's ability to perform its obligations under the Lease.

13. Tenant agrees to pay all rents and other amounts due under the Lease directly to Lender upon receipt of written demand by Lender, and Landlord hereby consents thereto. The assignment of the Lease to Lender, or collection of rents by Lender pursuant to such assignment, shall not obligate Lender to perform Landlord's obligations under the Lease. Tenant confirms that the Lease is subordinate to Lender's mortgage.

14. If the undersigned is not the party named in the Lease, describe below the chain of assignments into the undersigned and attach a copy of each assignment document hereto: NONE.

15. Upon the conclusion of any such sale to the Purchaser, the Landlord will be relieved of any further obligations with respect to the Lease and the Premises.

The statements contained herein may be relied upon by Lender, its successors and assigns and by third parties who are interested in the matters covered by this Tenant Estoppel Certificate. The undersigned is duly authorized to execute this certificate.

Dated this ____ day of November, 2007.

TENANT:

By: _____
Name: _____
Title: _____

TENANT ESTOPPEL CERTIFICATE

The undersigned (“**Tenant**”) hereby certifies to **REFLECTIONS AT HIDDEN LAKE, INC.** (“**Landlord**”), and to **REFLECTIONS OF SEMINOLE COUNTY, LLC** (“**Purchaser**”), and to **AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY**, Purchaser’s prospective lender, its successors and/or assigns (“**Lender**”), as follows, with the understanding that Landlord, Purchaser and Lender are relying on such certification in connection with the proposed sale of (or an interest in) the Reflections Building located at 520 West Lake Mary Boulevard, Sanford, Florida (the “**Property**”).

Re: Lease Date :**JANUARY 12, 2006**
Between: Reflections at Hidden Lake, Inc. (Landlord)
SEMINOLE COUNTY, FLORIDA (TANKS) (Tenant)
Square Footage Leased: **2,813**
Suite No. **540 WEST LAKE MARY BLVD, SANFORD**("Premises")

Tenant understands that Purchaser is contemplating purchasing the Property or an interest therein from Landlord, and Lender is contemplating making a loan (the “**Loan**”) to Purchaser in connection therewith. The undersigned, as the tenant under the above-referenced lease (the “**Lease**”), hereby certifies to Landlord, Purchaser and Lender the following:

1. The lease attached hereto as Exhibit A is a true, correct, and complete copy of the Lease, is in full force and effect and has not been modified, supplemented, or amended in any way, and the Lease represents the entire agreement between the parties as to the Premises or any portion thereof.
2. The amount of fixed total monthly rent is currently **\$3,442.50**. No such rent has been or will be paid more than one (1) month in advance of its due date, except: NONE. Tenant has paid rent for the Premises up to and including **November**, 2007 and is not in default under the Lease.
3. Tenant’s security deposit is **\$0**. Tenant hereby waives collection of the deposit against Lender or any purchaser at a foreclosure sale, unless Lender or such purchaser actually received the deposit from Landlord.
4. Tenant is currently in occupancy of the Premises.
5. Tenant acknowledges that neither Lender nor its successors or assigns will be bound by any amendment or modification of the Lease which is hereafter executed without Lender’s written consent thereto.
6. The commencement date of the Lease was **June 1, 2006**, the Lease terminates on **May 31, 2012** and we have the following renewal/extension option(s): NONE.
7. All work to be performed for us under the Lease has been performed as required and has been accepted by us; and any payments, free rent, or other payments, credits, allowances or abatements required to be given by Landlord to us have already been received by us, except: NONE.

8. The Lease is free from default by Landlord to our best knowledge, and we have no offset, defense, deduction or claim against Landlord.

9. Tenant has received no notice of any prior sale, assignment, pledge or other transfer of the Lease or of the rents received therein, except: _____
NONE

10. Tenant has not assigned the Lease or sublet all or any portion of the Premises, Tenant does not hold the Premises under assignment or sublease, nor does anyone except us and our employees occupy the Premises, except: NONE.

11. Tenant has no right or option to purchase all or any part of the Premises or the building of which the Premises is a part or to occupy any additional space at the Property.

12. No actions, whether voluntary or otherwise, are pending against Tenant under the bankruptcy laws of the United States or any state and there are no claims or actions pending against Tenant which if decided against Tenant would materially and adversely affect Tenant's financial condition or Tenant's ability to perform its obligations under the Lease.

13. Tenant agrees to pay all rents and other amounts due under the Lease directly to Lender upon receipt of written demand by Lender, and Landlord hereby consents thereto. The assignment of the Lease to Lender, or collection of rents by Lender pursuant to such assignment, shall not obligate Lender to perform Landlord's obligations under the Lease. Tenant confirms that the Lease is subordinate to Lender's mortgage.

14. If the undersigned is not the party named in the Lease, describe below the chain of assignments into the undersigned and attach a copy of each assignment document hereto:
NONE

15. Upon the conclusion of any such sale to the Purchaser, the Landlord will be relieved of any further obligations with respect to the Lease and the Premises.

The statements contained herein may be relied upon by Lender, its successors and assigns and by third parties who are interested in the matters covered by this Tenant Estoppel Certificate. The undersigned is duly authorized to execute this certificate.

Dated this ____ day of November, 2007.

TENANT:

By: _____
Name: _____
Title: _____

TENANT ESTOPPEL CERTIFICATE

The undersigned (“**Tenant**”) hereby certifies to **REFLECTIONS AT HIDDEN LAKE, INC.** (“**Landlord**”), and to **REFLECTIONS OF SEMINOLE COUNTY, LLC** (“**Purchaser**”), and to **AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY**, Purchaser’s prospective lender, its successors and/or assigns (“**Lender**”), as follows, with the understanding that Landlord, Purchaser and Lender are relying on such certification in connection with the proposed sale of (or an interest in) the Reflections Building located at 520 West Lake Mary Boulevard, Sanford, Florida (the “**Property**”).

Re: Lease Date :**JUNE 15, 2006**
Between: Reflections at Hidden Lake, Inc. (Landlord)
SEMINOLE COUNTY, FLORIDA (COMMUNITY SERVICES) (Tenant)
Square Footage Leased: **8,635**
Suite No. **532 WEST LAKE MARY BLVD, SANFORD**(“**Premises**”)

Tenant understands that Purchaser is contemplating purchasing the Property or an interest therein from Landlord, and Lender is contemplating making a loan (the “**Loan**”) to Purchaser in connection therewith. The undersigned, as the tenant under the above-referenced lease (the “**Lease**”), hereby certifies to Landlord, Purchaser and Lender the following:

1. The lease attached hereto as Exhibit A is a true, correct, and complete copy of the Lease, is in full force and effect and has not been modified, supplemented, or amended in any way, and the Lease represents the entire agreement between the parties as to the Premises or any portion thereof.

2. The amount of fixed total monthly rent is currently **\$12,592.75**. No such rent has been or will be paid more than one (1) month in advance of its due date, except: NONE. Tenant has paid rent for the Premises up to and including November, 2007 and is not in default under the Lease.

3. Tenant’s security deposit is **\$0**. Tenant hereby waives collection of the deposit against Lender or any purchaser at a foreclosure sale, unless Lender or such purchaser actually received the deposit from Landlord.

4. Tenant is currently in occupancy of the Premises.

5. Tenant acknowledges that neither Lender nor its successors or assigns will be bound by any amendment or modification of the Lease which is hereafter executed without Lender’s written consent thereto.

6. The commencement date of the Lease was **September 22, 2006**, the Lease terminates on **September 21, 2012** and we have the following renewal/extension option(s): NONE.

7. All work to be performed for us under the Lease has been performed as required and has been accepted by us; and any payments, free rent, or other payments, credits, allowances or abatements required to be given by Landlord to us have already been received by us, except: NONE.

8. The Lease is free from default by Landlord to our best knowledge, and we have no offset, defense, deduction or claim against Landlord.

9. Tenant has received no notice of any prior sale, assignment, pledge or other transfer of the Lease or of the rents received therein, except: _____
NONE

10. Tenant has not assigned the Lease or sublet all or any portion of the Premises, Tenant does not hold the Premises under assignment or sublease, nor does anyone except us and our employees occupy the Premises, except: NONE.

11. Tenant has no right or option to purchase all or any part of the Premises or the building of which the Premises is a part or to occupy any additional space at the Property.

12. No actions, whether voluntary or otherwise, are pending against Tenant under the bankruptcy laws of the United States or any state and there are no claims or actions pending against Tenant which if decided against Tenant would materially and adversely affect Tenant's financial condition or Tenant's ability to perform its obligations under the Lease.

13. Tenant agrees to pay all rents and other amounts due under the Lease directly to Lender upon receipt of written demand by Lender, and Landlord hereby consents thereto. The assignment of the Lease to Lender, or collection of rents by Lender pursuant to such assignment, shall not obligate Lender to perform Landlord's obligations under the Lease. Tenant confirms that the Lease is subordinate to Lender's mortgage.

14. If the undersigned is not the party named in the Lease, describe below the chain of assignments into the undersigned and attach a copy of each assignment document hereto:
NONE

15. Upon the conclusion of any such sale to the Purchaser, the Landlord will be relieved of any further obligations with respect to the Lease and the Premises.

The statements contained herein may be relied upon by Lender, its successors and assigns and by third parties who are interested in the matters covered by this Tenant Estoppel Certificate. The undersigned is duly authorized to execute this certificate.

Dated this ____ day of November, 2007.

TENANT:

By: _____
Name: _____
Title: _____

TENANT ESTOPPEL CERTIFICATE

The undersigned (“**Tenant**”) hereby certifies to **REFLECTIONS AT HIDDEN LAKE, INC.** (“**Landlord**”), and to **REFLECTIONS OF SEMINOLE COUNTY, LLC** (“**Purchaser**”), and to **AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY**, Purchaser’s prospective lender, its successors and/or assigns (“**Lender**”), as follows, with the understanding that Landlord, Purchaser and Lender are relying on such certification in connection with the proposed sale of (or an interest in) the Reflections Building located at 520 West Lake Mary Boulevard, Sanford, Florida (the “**Property**”).

Re: Lease Date :**APRIL 28, 2006**
Between: Reflections at Hidden Lake, Inc. (Landlord)
SEMINOLE COUNTY, FLORIDA (CH2M HILL SPACE) (Tenant)
Square Footage Leased: **2,651**
Suite No. **510 WEST LAKE MARY BLVD, SANFORD**(“**Premises**”)

Tenant understands that Purchaser is contemplating purchasing the Property or an interest therein from Landlord, and Lender is contemplating making a loan (the “**Loan**”) to Purchaser in connection therewith. The undersigned, as the tenant under the above-referenced lease (the “**Lease**”), hereby certifies to Landlord, Purchaser and Lender the following:

1. The lease attached hereto as Exhibit A is a true, correct, and complete copy of the Lease, is in full force and effect and has not been modified, supplemented, or amended in any way, and the Lease represents the entire agreement between the parties as to the Premises or any portion thereof.

2. The amount of fixed total monthly rent is currently **\$3,446.30**. No such rent has been or will be paid more than one (1) month in advance of its due date, except: NONE. Tenant has paid rent for the Premises up to and including **November**, 2007 and is not in default under the Lease.

3. Tenant’s security deposit is **\$0**. Tenant hereby waives collection of the deposit against Lender or any purchaser at a foreclosure sale, unless Lender or such purchaser actually received the deposit from Landlord.

4. Tenant is currently in occupancy of the Premises.

5. Tenant acknowledges that neither Lender nor its successors or assigns will be bound by any amendment or modification of the Lease which is hereafter executed without Lender’s written consent thereto.

6. The commencement date of the Lease was **June 12, 2006**, the Lease terminates on **June 11, 2011** and we have the following renewal/extension option(s): NONE.

7. All work to be performed for us under the Lease has been performed as required and has been accepted by us; and any payments, free rent, or other payments, credits, allowances or abatements required to be given by Landlord to us have already been received by us, except: NONE.

8. The Lease is free from default by Landlord to our best knowledge, and we have no offset, defense, deduction or claim against Landlord.

9. Tenant has received no notice of any prior sale, assignment, pledge or other transfer of the Lease or of the rents received therein, except: _____
NONE

10. Tenant has not assigned the Lease or sublet all or any portion of the Premises, Tenant does not hold the Premises under assignment or sublease, nor does anyone except us and our employees occupy the Premises, except: NONE.

11. Tenant has no right or option to purchase all or any part of the Premises or the building of which the Premises is a part or to occupy any additional space at the Property.

12. No actions, whether voluntary or otherwise, are pending against Tenant under the bankruptcy laws of the United States or any state and there are no claims or actions pending against Tenant which if decided against Tenant would materially and adversely affect Tenant's financial condition or Tenant's ability to perform its obligations under the Lease.

13. Tenant agrees to pay all rents and other amounts due under the Lease directly to Lender upon receipt of written demand by Lender, and Landlord hereby consents thereto. The assignment of the Lease to Lender, or collection of rents by Lender pursuant to such assignment, shall not obligate Lender to perform Landlord's obligations under the Lease. Tenant confirms that the Lease is subordinate to Lender's mortgage.

14. If the undersigned is not the party named in the Lease, describe below the chain of assignments into the undersigned and attach a copy of each assignment document hereto:
NONE

15. Upon the conclusion of any such sale to the Purchaser, the Landlord will be relieved of any further obligations with respect to the Lease and the Premises.

The statements contained herein may be relied upon by Lender, its successors and assigns and by third parties who are interested in the matters covered by this Tenant Estoppel Certificate. The undersigned is duly authorized to execute this certificate.

Dated this ____ day of November, 2007.

TENANT:

By: _____
Name: _____
Title: _____

LEASE

THIS LEASE is made and entered into this 16 day of Sept., 2002 by and between **REFLECTIONS AT HIDDEN LAKE, INC.**, a Florida corporation, whose address is, c/o Patrick T. Christiansen, 17th Floor, Citrus Center, 255 South Orange Avenue, Post Office Box 231, Orlando, Florida 32802, hereinafter referred to as **LANDLORD**, and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as **TENANT**.

WITNESSETH

WHEREAS, the **LANDLORD** is the owner of certain buildings, known as Reflections of Hidden Lake Building (the "**Project**"), located at 520 West Lake Mary Boulevard, Sanford, Florida 32773; and

WHEREAS, the **TENANT** is desirous of leasing space in the first floor of what is known as the Retail Building (the "**Retail Building**") in the Project for use as county offices for Seminole County and other county purposes.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, the **LANDLORD** and **TENANT** agree as follows:

1. **LEASED PREMISES.** The **LANDLORD** does hereby grant to the **TENANT** and the **TENANT** does hereby accept from the **LANDLORD** the exclusive use and occupancy of 2,651 square feet of office space (the "**Leased Premises**"), having an address of

510 West Lake Mary Boulevard, Sanford, Florida 32773, and more particularly described as outlined and set forth in Exhibit "A" attached hereto.

2. **TERM.** The term of this Lease shall be as follows:

(a) The initial term of this Lease shall commence on October 1, 2002 or such earlier date as the Leased Premises may be delivered to the Tenant and the Tenant opens for business (the "Commencement Date"), and shall thereafter continue through September 30, 2007 (the "Initial Expiration Date").

(b) Upon the expiration of the initial term, this Lease shall be automatically renewed for a period of five (5) one (1) year periods, provided, however, the Tenant may, in its discretion, elect not to so renew the Lease as of the end of any individual one-year renewal term by the giving of written notice of such to the **LANDLORD** not less than seven (7) months prior to the end of the then existing one (1) year term, in which event, the Lease shall expire at the end of said existing one (1) year term.

(c) Notwithstanding the foregoing, the Tenant may at any time after the first three (3) years of this Lease but prior to the Initial Expiration Date terminate the Lease upon six (6) months written notice to the Landlord if, and only if, the Tenant constructs a new fire station on State Road 46 in the City of Sanford and relocates to said new fire station the personnel and operations which the Tenant has at the Premises. In such case, the Tenant will also pay to the Landlord a cancellation fee equal to the unamortized cost of the Improvements (as defined in paragraph 7 below) made by the Landlord based on a five (5) year life for said Improvements, which said cancellation fee shall not exceed \$7,500.00.

3. **RENTAL.** The **TENANT** shall pay rent to the **LANDLORD** at the address set forth at the beginning of this Lease, or at such location as the **LANDLORD** may otherwise direct from time to time in writing, for the said Leased Premises as follows:

(a) For the first lease year commencing on the Commencement Date through September, 2003, a monthly rental of **TWO THOUSAND EIGHT HUNDRED SEVENTY-ONE AND 92/100 DOLLARS (\$2,871.92).**

(b) For the second lease year commencing on October 1, 2003, a monthly rental of **TWO THOUSAND NINE HUNDRED SIXTY AND 28/100 DOLLARS (\$2,960.28).**

(c) For the third lease year commencing on October 1, 2004, a monthly rental of **THREE THOUSAND FORTY-EIGHT AND 65/100 DOLLARS (\$3,048.65).**

(d) For the fourth lease year commencing on October 1, 2005, a monthly rental of **THREE THOUSAND ONE HUNDRED THIRTY-SEVEN AND 02/100 DOLLARS (\$3,137.02).**

(e) For the fifth lease year commencing on October 1, 2006, a monthly rental of **THREE THOUSAND TWO HUNDRED TWENTY-FIVE AND 38/100 DOLLARS (\$3,225.38).**

(f) If this Lease extends beyond the Initial Term and is not timely terminated by the Tenant as set forth in paragraph 2(b) above, for each lease year from and after initial term (beginning October, 2007), the monthly rent will change for each and every year during any renewal period, which revised monthly rental shall be equal to the sum of the following:

(i) The monthly rent for the immediately preceding year; plus

(ii) \$88.37.

Thus, the monthly rent will be the sum of both amounts determined under clauses (i) and (ii)(above).

(g) The monthly rent due under this Lease shall be payable on or before the tenth (10th) day of each calendar month for that calendar month.

(h) In the event the Commencement Date is other than on the first day of a month, the monthly rent shall be paid pro rata for that portion of the month after the Commencement Date.

(i) The term "Anniversary Date" shall mean October 1, 2003, and each October 1 thereafter.

4. This paragraph is not applicable.

5. UTILITIES. The **LANDLORD** shall pay for normal water, sewer, electrical and janitorial charges used and consumed in or upon the Leased Premises and any garbage and trash collection fees imposed by governmental authority or licensee or franchisee or any agency designated to collect garbage and trash by the **LANDLORD**. In regard to any recycling, that shall be paid for by the **LANDLORD** if required by any governmental agency; otherwise, it shall be paid for by the **TENANT**. **TENANT** shall pay for telephone charges and other utilities desired by the **TENANT** for its use. In regard to utilities furnished hereunder, the following provisions shall apply:

(a) Heat and air conditioning shall be provided under a normal use which will vary between 74 degrees and 76 degrees during air conditioning use

and 68 degrees and 70 degrees during heat use. Such utilities shall be furnished five (5) days a week, Monday through Friday (excluding Seminole County holidays) from 7:00 a.m. to 6:00 p.m. local time.

(b) To the extent the **TENANT** uses any of said utilities beyond that set forth above, the **TENANT** shall pay for said additional usage.

6. **MAINTENANCE.** The **LANDLORD** shall pay and undertake normal maintenance to the Leased Premises. Any damages to the Leased Premises brought about by the negligence of the **TENANT** or any maintenance required by activities of the **TENANT** beyond those contemplated by normal use, shall be paid for by the **TENANT**. The **TENANT** agrees to take good care of the Leased Premises and not otherwise damage same.

7. **COMPLETION OF IMPROVEMENTS FOR LEASED PREMISES.**
The **LANDLORD** has agreed to undertake certain improvements (the "**Improvements**") to the Leased Premises as follows:

(a) The Landlord shall re-carpet and paint the Leased Premises to the Tenant's color specification(s) prior to occupancy. The Landlord will also provide a 10-foot by 8-foot section of carpet for the Tenant. Also, the Landlord will install a sink and cabinet in the Leased Premises as selected by the Tenant. Landlord will not be obligated to undertake any other Improvements.

(b) The **LANDLORD** shall pay for the cost of the Improvements (except for telephone and computer lines and cable which are to be done by **TENANT** at **TENANT**'s sole expense).

(c) The Improvements shall be constructed by the **LANDLORD** as soon as possible and, in any event, shall be constructed by no later than

September 15, 2002. At such time as the Improvements have been substantially completed and a certificate of occupancy issued for same, if the same is required, said date shall constitute the Commencement Date as set forth in paragraph 2 above and, from said date, possession of the Leased Premises shall be delivered to the **TENANT**.

(d) Upon occupancy by the **TENANT**, the **TENANT** may furnish to the **LANDLORD** a "punch list" setting forth items which need to be corrected, and the **LANDLORD** shall undertake the correction of said items provided, however, the existence and correction of said "punch list" items shall not affect or delay the Commencement Date or delay or excuse the obligation of the **TENANT** hereunder.

8. **ACCESS TO PREMISES.** **TENANT**, **TENANT**'s agents or designees, shall have reasonable access and entry to the Leased Premises prior to the Commencement Date to install telephone and computer lines and cables, and fixtures and other personal property of the **TENANT**, provided, however, said access does not unreasonably interfere with the construction of the Improvements.

9. **POSSESSION.**

(a) Delivery of possession within the meaning of this Lease shall be accomplished by **LANDLORD**'s delivery to **TENANT** of the keys to the Leased Premises after **LANDLORD** has completed the Improvements as set forth in paragraph 7 above. Said Leased Premises shall be delivered to **TENANT** in a condition that is in good order, repair, safe, clean and tenable immediately upon **TENANT** taking possession of the Leased Premises.

(b) **LANDLORD** agrees that upon the date of delivery of possession to the **TENANT**, the Leased Premises except for such work as may be performed by **TENANT** and punch list items to be corrected by the **LANDLORD**, shall be free of all violations, orders or notices of violations of all public authorities and of all liens and encumbrances whether of a public or private entity, which would directly prohibit **TENANT** from conducting its business.

(c) By virtue of occupying the Leased Premises as a tenant, **TENANT** shall conclusively be deemed to have accepted the Leased Premises and to have acknowledged that the Leased Premises are in the condition required by this Lease, except only as to any latent defects or latent omissions, if any, in the **LANDLORD**'s construction and punch list items under paragraph 7(d) above.

10. **PARKING**. At the present time, no parking spaces have been assigned for the **TENANT**. However, in the event **LANDLORD** or the **TENANT** should at any time request specifically assigned parking spaces, **LANDLORD** guarantees to **TENANT** for the term and renewal or extension of this Lease to provide and set aside ten (10) reserved parking spaces for the **TENANT**'s employees or agents, the said parking spaces to be identified by the **LANDLORD** along the following lines:

(a) Employee parking may be identified as remote areas from the Leased Premises.

(b) Spaces closest to the Tower Building may be identified for visitors and other similar uses.

The parking area shall be properly operated and maintained by the Landlord, and all entrances, exits, driveways and walkways kept in first class condition and state of repair by the Landlord,

such operation and maintenance to include without limitation, lighting (specifically including flood lighting of designated employee parking areas), striping, traffic control and removal of rubbish and debris. In the event the **TENANT** desires the use of more than ten (10) reserved parking spaces, then the **TENANT's** employees or agents may park in other than designated employee parking areas within the Project provided said other parking areas have not previously been assigned by the **LANDLORD** for other tenants, but subject to the further right of the **LANDLORD** from time to time to so assign those parking areas not contained within the ten (10) spaces identified for the use by the **TENANT** hereunder, for the use of other tenants.

11. **COMMON AREA, FACILITIES, AND MAINTENANCE THEREOF.** All facilities furnished by **LANDLORD** in the Project and designated for the general use, in common, of occupants of the Project, including **TENANT** hereunder, their respective officers, agents, employees and customers, including, but not limited to, any of the following which may have been furnished by **LANDLORD** such as parking areas, driveways, entrances and exits thereto, employee parking areas, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, and other similar facilities shall at all times be subject to the exclusive control, administration, and management of **LANDLORD**.

12. **REMODELING PRIVILEGES.** After occupancy of the Leased Premises by the **TENANT**, the **LANDLORD** grants to **TENANT** the right to make changes, alterations and decorations as it desires at its own expense in the Leased Premises; provided, however, that **TENANT** shall make no structural changes to the Leased Premises or cut off or restrict access from the elevators or the restrooms to the Option Space without the prior written consent of **LANDLORD**. In regard to any alteration of any walls (which are not load bearing or

structural), the consent of the landlord shall be required, said consent not to be unreasonably withheld.

13. **USE OF LEASED PREMISES.** TENANT shall have the exclusive use of the Leased Premises for the Public Safety Department-Tanks Division of the County or such other County offices as it may desire to make use thereof in connection with or incidental to its purposes during the term of this Lease. TENANT covenants that it will not use or permit the Leased Premises to be used for any purpose prohibited by the laws of the United States of America, the State of Florida, or the charter or ordinances of the City of Sanford; it shall not use or keep any substance or material or in or about the Leased Premises which may vitiate or endanger the validity of the insurance on the Building or increase the hazard of risk, and it shall not permit any nuisance on the Leased Premises.

14. **QUIET POSSESSION.** The LANDLORD shall warrant and defend the TENANT in the enjoyment and peaceful possession of the Leased Premises during the term of this Lease.

15. **ASSIGNMENT AND SUBLETTING; SUCCESSORS AND ASSIGNS.**

(a) The TENANT shall not assign or sublet the Leased Premises, or any part thereof, without first obtaining the written consent of the LANDLORD.

(b) All rights, obligations and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, permitted sublessees and permitted assignees of said parties

16. INSTALLATION AND REMOVAL OF EQUIPMENT AND FIXTURES. The **TENANT** shall have the right to move and install on the Leased Premises equipment, fixtures and other items necessary for its use of the Leased Premises. All fixtures on the Leased Premises furnished by the **LANDLORD** shall remain the property of the **LANDLORD** and shall not be removed by the **TENANT**. All equipment and property placed by the **TENANT** at its own expense in, on or about the Leased Premises, including fixtures temporarily affixed to the realty, but which may be removed without damage, shall remain the property of the **TENANT** and the **TENANT** shall have the right, at any time during the term hereof or at the end thereof, to remove all such equipment, property and fixtures. If the **TENANT** has the right to remove any property, the **TENANT** shall do so without damage to the Leased Premises or, if any damage occurs, shall repair said damage.

17. TAXES. The **LANDLORD** shall pay any and all taxes and special assessments which may be levied and assessed on the Leased Premises during the term of this Lease on a current basis.

18. FIRE CLAUSE. **LANDLORD** covenants and agrees that it will carry, during the term of this Lease, fire and extended coverage insurance. Said insurance shall contain a waiver of subrogation by the insurer. In the event the Leased Premises or a major portion thereof shall be damaged or destroyed by casualty, fire or otherwise, to an extent which renders them untenable, as the **TENANT** may determine, the **LANDLORD** may rebuild or repair such damaged or destroyed portions and the obligation of the **TENANT** to pay rent hereunder shall abate as to such damaged or destroyed portions during the time they shall be untenable provided, however, nothing herein shall waive any right by the **LANDLORD** to collect said insurance under any business interruption coverage. In the event the **LANDLORD** elects not to

rebuild or repair the Leased Premises or shall fail to proceed with such restoration for a period of sixty (60) days after the damage or destruction, then either party may, at its option, cancel and terminate this Lease.

19. **LIABILITY INSURANCE.** The **TENANT** shall maintain its own protection against claims of third persons and their property arising through or out of the use and occupancy of the **TENANT** of the Leased Premises, excepting adjacent sidewalks and alleys, and the **LANDLORD** shall not be liable for any such claims. The **LANDLORD** may maintain its own protection against such claims arising out of its ownership of the Leased Premises.

20. **HOLD HARMLESS.** Each party shall hold the other harmless from any and all loss, expense, damage or claim for damages to person or property, including court costs and attorneys' fees, which may occur as a result of said party's, its agents' or employees' negligence or fault.

21. **CANCELLATION AND TERMINATION.**

(a) The **TENANT** shall be in default under this Lease in the event any of the following matters occur:

(i) If any installment of the rent provided for herein is not paid when due; or

(ii) The **TENANT** otherwise is in default under any other provisions of this Lease.

(b) In the event of a default, the **LANDLORD** may exercise any and all rights under applicable law, including, but not limited to, (i) the cancellation or termination of this Lease at the end of which time all the rights of the **TENANT**

hereunder shall terminate, or (ii) bring an action to recover the amounts due, all of which remedies shall be cumulative.

(c) In the event of a default by the **TENANT**, the **LANDLORD** shall not exercise any rights or remedies hereunder without first giving to the **TENANT** written notice of such default, and the **TENANT** shall then have a period of thirty (30) days within which to cure said default.

(d) In the event of a default by the **LANDLORD**, the **TENANT** shall first give the **LANDLORD** written notice of such default, and the **LANDLORD** shall then have a period of thirty (30) days within which to cure said default, or such longer period of time as may be reasonable if said default cannot be cured within said thirty (30) days. In the event **LANDLORD** does not cure said default, the **TENANT** upon written notice may then terminate the Lease, without penalty or payment of cancellation fees.

22. **SURRENDER OF POSSESSION**. The **TENANT** agrees to deliver up and surrender to the **LANDLORD** possession of the Leased Premises at the expiration or termination of this Lease, in as good condition as when the **TENANT** takes possession except for ordinary wear and tear, alterations permitted under this Lease, or loss by fire or other casualty, act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, military or usurped power.

23. **WAIVER**. No waiver of any breach of any one or more of the conditions or covenants of this Lease by the **LANDLORD** or by the **TENANT** shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

24. AMENDMENT OR MODIFICATION. Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed herein, and that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

25. HOLDING OVER AFTER TERMINATION. If, after the expiration of this Lease, the **TENANT** shall hold over and remain in possession of the Leased Premises, then such holding over shall be deemed to be a periodic tenancy from month to month on the same terms and conditions contained herein. In this regard, the parties further agree that if either party has given notice to terminate the Lease under paragraph 2 hereof, the **TENANT** may nevertheless remain in possession after said expiration date and pay to the **LANDLORD** the rent due hereunder on a month to month basis provided that the **LANDLORD** has not otherwise committed to lease the Leased Premises in whole or in part to any third party. If the **LANDLORD** has committed to lease the Leased Premises in whole or in part to any third party, the **TENANT** may not so occupy said Leased Premises after the date so indicated by the **LANDLORD** which may be necessary for the **LANDLORD** to deliver the Leased Premises to said third party or to commence any necessary renovations for said third party.

26. NOTICES. Whenever either party desires to give notice unto the other, notice may be sent to:

FOR LANDLORD

Patrick T. Christiansen, President
17th Floor, Citrus Center
255 South Orange Avenue
Post Office Box 231
Orlando, Florida 32802

FOR TENANT

Support Services Division
200 West County Home Road
Sanford, Florida 32773

Either of the parties may change by written notice, as provided herein, the addresses or persons for receipt of notice.

27. **MISCELLANEOUS.**

(a) Whenever a period of time is herein prescribed for action to be taken by **LANDLORD** or the **LANDLORD** is otherwise obligated to provide any services or undertake any other duty or obligation hereunder, **LANDLORD** shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, the rendering of said services or the fulfillment of said duty, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of **LANDLORD**.

(b) At the request of the **LANDLORD** or **TENANT**, the **TENANT** and the **LANDLORD** shall enter into a writing specifying the Commencement Date and the expiration date and the renewal date for the initial and each renewal term, and other matters.

(c) The term "year" does not mean the calendar year, but means the 12 month period based upon each Anniversary Date.

(d) The captions to each paragraph of this Lease are added as a matter of convenience only and shall be considered to be of no effect in the construction of any provision or provisions of this Lease.

(e) Time is of the essence of this Lease and each and all of its provisions.

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

(g) The **TENANT** shall comply with rules and regulations as set forth in **Exhibit "D"**, together with such other rules and regulations as may be promulgated from time to time by the **LANDLORD**, provided said rules and regulations are reasonable and applied to the Tower Building in its entirety and to all parties located therein.

28. **NO THIRD PARTY BENEFICIARIES.** The parties are aware and understand that this Lease is solely for the benefit of the **LANDLORD** and the **TENANT**, and no person not a party hereto shall have any benefits or privileges hereunder either as third party beneficiaries or otherwise.

29. **HAZARDOUS WASTE.** **TENANT** agrees to comply strictly and in all respects with the requirements of any and all federal, state and local statutes, rules and regulations now or hereinafter existing relating to the discharge, spillage, storage, uncontrolled loss, seepage, filtration, disposal, removal or use of hazardous materials, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act and the Florida Substances Law (collectively the "**Hazardous Waste Law**") [defined terms initial caps only elsewhere?] and with all similar applicable laws and regulations and shall notify **LANDLORD** promptly in the event of any discharge, spillage, uncontrolled loss, seepage or filtration of oil, petroleum, chemical

liquids or solids, liquid or gaseous products or any other Hazardous Materials (a "Spill") or the presence of any substance or material presently or hereafter identified to be toxic or hazardous according to any Hazardous Waste Law, including, without limitation, any asbestos, PCBs, radioactive substance, methane, volatile hydrocarbons, acids, pesticides, paints, petroleum based products, lead, cyanide, DDT, printing inks, industrial solvents or any other material or substance which has in the past or could presently or at any time in the future cause or constitute a health, safety or other environmental hazard to any person or property (collectively "Hazardous Materials") upon the Leased Premises or the Building, and shall promptly forward to **LANDLORD** copies of all orders, notices, permits, applications or other communications and reports in connection with any such Spill or Hazardous Materials. **TENANT** shall not handle, use, generate, manufacture, store or dispose of Hazardous Materials in, upon, under or about the Leased Premises and the Building. In regard to any Hazardous Materials which the **TENANT** may bring upon the Leased Premises or any Spill, the **TENANT** shall be responsible for any loss, penalty, liability, damage and expense suffered or incurred by **LANDLORD** related to or arising out of (i) any Hazardous Materials brought on the Leased Premises by the **TENANT**; or (ii) any Spill caused by the **TENANT**; which loss, damage, penalty, liability, damage and expense shall include, but not limited to, (a) court costs, attorneys' fees and expenses, and disbursements through and including any appellate proceedings; (b) all foreseeable and unforeseeable consequential damages, directly or indirectly, arising out of the use, generation, storage or disposal of Hazardous Materials by **TENANT**; (c) the cost of any required or necessary repair, clean-up or detoxification of the Project; and (d) the cost of preparation of any closure or other plans required under the Hazardous Waste Law, necessary to sell or lease the Leased Premises or the Building.

30. **RADON DISCLOSURE.** 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. **ENTIRE AGREEMENT.** This Lease contains the entire agreement of the parties, and incorporates all prior discussions and references to **TENANT** as an inducement for the **TENANT** to enter into this Lease. No representations, inducements, promises or agreements, oral or otherwise between the parties not embodied in this Lease shall be of any force or effect.

32. **COMPLIANCE WITH LAWS.** The **TENANT** shall not use the Leased Premises or permit anything to be done in or about the Leased Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. The **TENANT** shall at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements applicable to the Leased Premises and its use thereof, now in force or which may hereafter be in force.

33. **INSPECTION.** The **LANDLORD** reserves at all times the right to enter the Leased Premises to inspect the same provided, however, except in the case of an emergency (in which case no advance notice need be given), the **LANDLORD** shall first notify the **TENANT**. The **LANDLORD** may submit the Leased Premises to prospective purchasers or tenants, have entry to post notices of nonresponsibility, and to alter, improve, or repair the Leased Premises and any portion of the Building, provided, however, the **LANDLORD** shall be

under no duty or obligation to repair the Leased Premises unless expressly otherwise provided in this Lease.

34. **MORTGAGEE'S RIGHTS AND ESTOPPEL LETTERS.** The **TENANT** agrees that this Lease shall be inferior and subordinate to any prior or existing mortgage now on the Project. The **TENANT** agrees upon request to execute any paper or papers which the **LANDLORD** may deem necessary to accomplish that end, provided, however, the subordination set forth herein shall be automatic and shall further be effective notwithstanding that the **TENANT** has not executed any subordination papers as required herein.

35. **SALE BY LANDLORD.** In the event of sale or conveyance by the **LANDLORD** of the Project, the same shall operate to release the **LANDLORD** from any future liability upon any of the covenants or conditions, expressed or implied, herein contained in favor of the **TENANT** provided:

(a) The purchaser agrees to fulfill and discharge the duties and obligations of the **LANDLORD** hereunder; and

(b) The foregoing shall not apply to release the **LANDLORD** from any claim which, as of the date of said sale or conveyance, has been so identified in writing by the **TENANT** to the **LANDLORD** and further provided that the **LANDLORD** has made inquiry of the **TENANT** to furnish an estoppel certificate in connection with said sale or conveyance. In such event, the **TENANT** agrees to look solely to the purchaser to fulfill the obligations of the **LANDLORD** under this Lease. This Lease shall not be affected by any such sale, and the **TENANT** agrees to attorn to the purchaser.

36. **SIGNS.** The **TENANT** shall not place or maintain or permit to be placed or maintained, and shall promptly remove any that may be placed, (i) any signs or advertising of any kind whatsoever on the exterior of the Tower Building, or on any exterior windows in said Tower Building, or elsewhere within the Leased Premises so as to be visible from the exterior of the Tower Building, without the express prior written consent of the **LANDLORD**, and (ii) any awnings, other structures or materials, machinery or equipment of any kind whatsoever on the exterior or extending to the exterior of the Tower Building. The **TENANT** may erect a sign in accordance with **Exhibit "C"** attached hereto.

37. **EMINENT DOMAIN.** If (a) all of the Leased Premises shall be taken or appropriate by any public or quasi public authority under the power of eminent domain, or (b) such portion of the Leased Premises is so taken which would substantially handicap, impede or impair the **TENANT's** use of the Leased Premises, either party hereto shall have the right, at its option, to terminate this Lease. In either case of full or partial taking, the **LANDLORD** shall be entitled to any and all income, rent, awards, or any interest therein whatsoever which may be paid or made in connection with such public or quasi-public use or purpose and **TENANT** shall have no claim against the **LANDLORD** for the value of any unexpired term of this Lease. If only a part of the Leased Premises shall be so taken or appropriated, at the **LANDLORD's** option, the rent thereafter to be paid shall be equitably reduced.

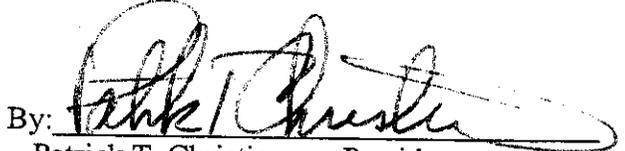
39. **ARBITRATION.** In the event any dispute may arise between the parties regarding the provisions of this Lease, the parties agree to submit that dispute to binding arbitration in Seminole County, Florida in accordance with the terms and conditions of the American Arbitration Association. If a decision rendered in said arbitration finds a party to be in default hereunder, that party shall nevertheless have a further period of thirty (30) days from the

date of said decision to cure said default and, if said default is so cured, that party shall not be in default under this Lease.

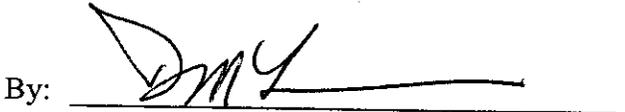
IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below:

ATTEST


REFLECTIONS AT HIDDEN LAKE, INC.

By: 
Patrick T. Christiansen, President

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

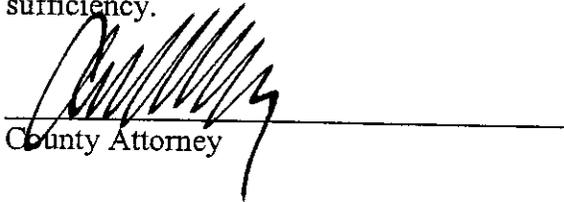
By: 
_____, Chairman

Date: 9-16-02



Clerk to the Board of County
Commissioners of Seminole County, Florida

For the use and reliance of Seminole County
only. Approved as to form and legal
sufficiency.



County Attorney

As authorized for execution by the
Board of County Commissioners at
their Sept. 10, 2002
regular meeting

SKETCH OF FIRST FLOOR SPACE

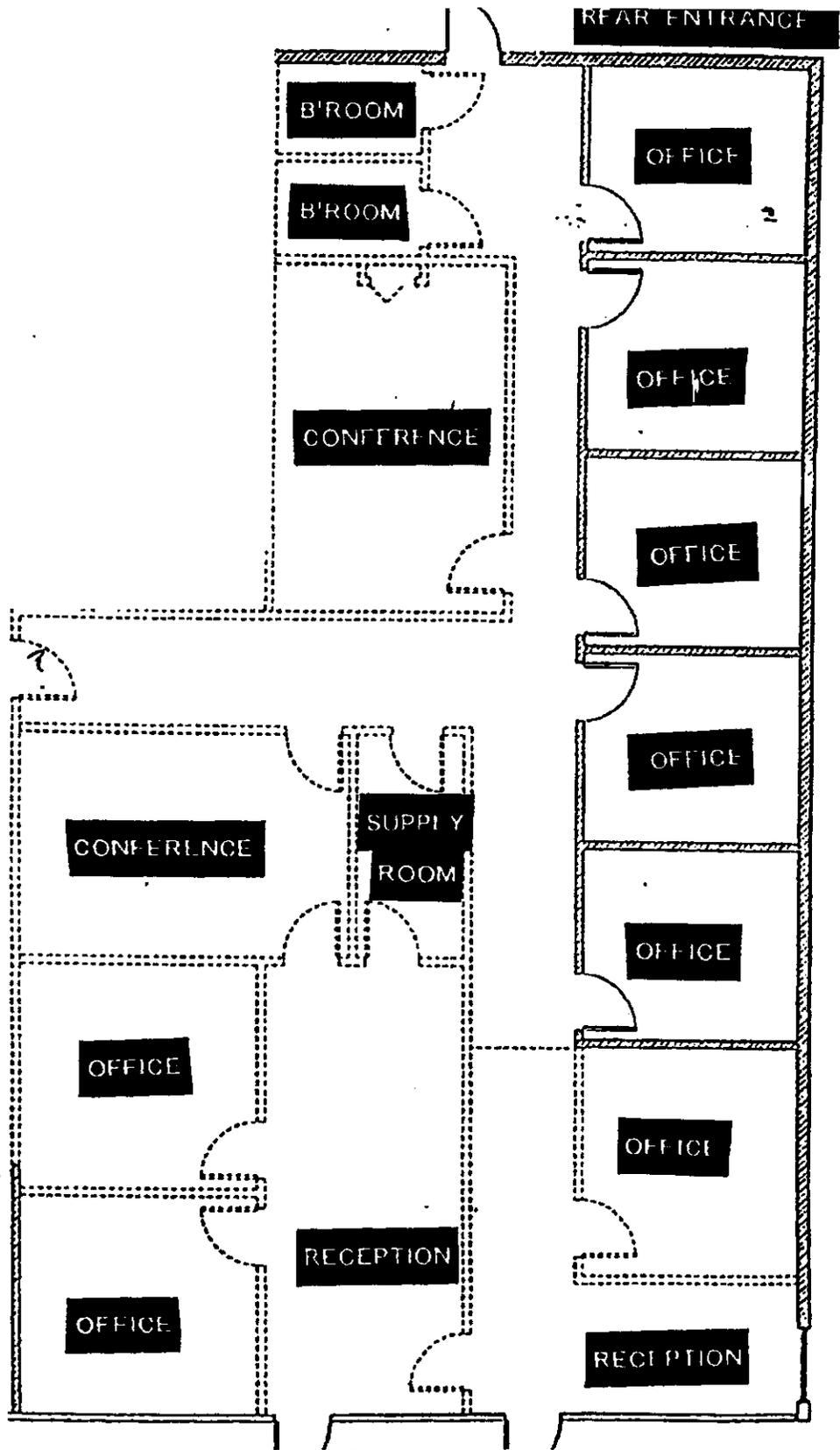


Exhibit "A"

THIS EXHIBIT IS NOT APPLICABLE.

SIGN CRITERIA

The **TENANT** shall identify the Leased Premises with a sign in accordance with the following criteria:

1. The **TENANT** shall be required to identify its Leased Premises by a sign. The **TENANT** shall place a sign in accordance with these sign criteria on the Leased Premises within fifteen (15) days after the Rent Commencement Date or the date the **TENANT** opens for business, whichever first occurs.
2. The **TENANT** will be permitted only one sign to be located outside of the entrance way to the Leased Premises.
3. All signs shall be uniform and shall be approved by the **LANDLORD**.
4. The cost of such signage shall be paid for by the **TENANT**.
5. The **LANDLORD** may, in its discretion, maintain a sign directory at the entrance to the Leased Premises off of Lake Mary Boulevard, and should the **LANDLORD** elect to do so, the order and make up of the directory shall be determined by the **LANDLORD**. If the **TENANT** wishes to be identified on said sign, and the **LANDLORD** so approves, the **TENANT** shall pay any cost associated with the placement of the sign on said directory.
6. All signs must meet all applicable building codes.

Except as expressly set forth in this Exhibit "C", the **TENANT** shall have no other right to place any signs in or about the Building.

LANDLORD may from time to time amend the foregoing or add new rules and regulations for the use and care of the Building as a whole, and the **TENANT** shall comply with said amended and new rules and regulations. All such amended or new rules and regulations shall apply to the Building as a whole, shall be reasonable, and shall not be applicable in regard to the tenant unless and until thirty (30) days notice of said regulations have first been given to the **TENANT**.

RULES AND REGULATIONS

In order to serve the public and create and maintain an attractive, well run Building, the **LANDLORD** has established the following rules and regulations. The **TENANT** shall comply with the following rules and regulations:

1. **TENANT** and its employees shall use their best efforts to encourage good will and courtesy within the Building, to its customers, tenants, employees and management, for the betterment of their own business and that of the whole Building.
2. Common Areas are not to be used for business purposes without the specific approval of the **LANDLORD**. In no event shall any handbills, flyers or other promotional devises be placed or distributed in the Common Areas.
3. **TENANT** shall take no action which would adversely affect the Building, nor create any work stoppage, picketing, labor disruption or dispute, or any interference with the business of **LANDLORD** or any other tenant or occupant in the Building, forfeit the rights and privileges of any customer or other persons lawfully in and upon said Building, nor shall **TENANT** cause any impairment or reduction of the good will of the Building.
4. No exterior radio, television, stereo or other similar devices or exterior aerial shall be installed without **LANDLORD**'s written consent and **TENANT** will not cause or permit any noise, vibrations, light, odor or other effects to emanate from the Leased Premises.
5. All deliveries or shipments of any kind, to or from the Leased Premises, including loading of goods, shall be made by way of a **LANDLORD** approved location, and only at such time as reasonably designated for such purpose by **LANDLORD**. The **TENANT** may receive overnight and UPS and similar deliveries in the ordinary course of business.
6. No forklift, tow truck, or any other powered machines for handling freight in the Leased Premises, may be used except in such manner and in these areas in the Leased Premises as may be approved by **LANDLORD** in writing.
7. The interior of **TENANT**'s windows and glass areas shall be kept free of debris by the **TENANT** at all times, and no signs may be placed on the windows without the approval of the **LANDLORD**, said approval not to be unreasonably withheld.
8. Garbage, refuse, trash, boxes, etc., shall be kept in containers and in locations as approved by **LANDLORD** and any municipal authorities having jurisdiction.
9. **TENANT** shall not conduct or permit any fire, bankruptcy, auction or "Going Out Of Business" sales (whether real or fictitious) on the premises without the prior written consent of **LANDLORD**, or utilize any unethical method of business operation.
10. No animals of any kind may be kept on the Leased Premises by **TENANT** or its employees.

SKETCH OF FIRST FLOOR SPACE

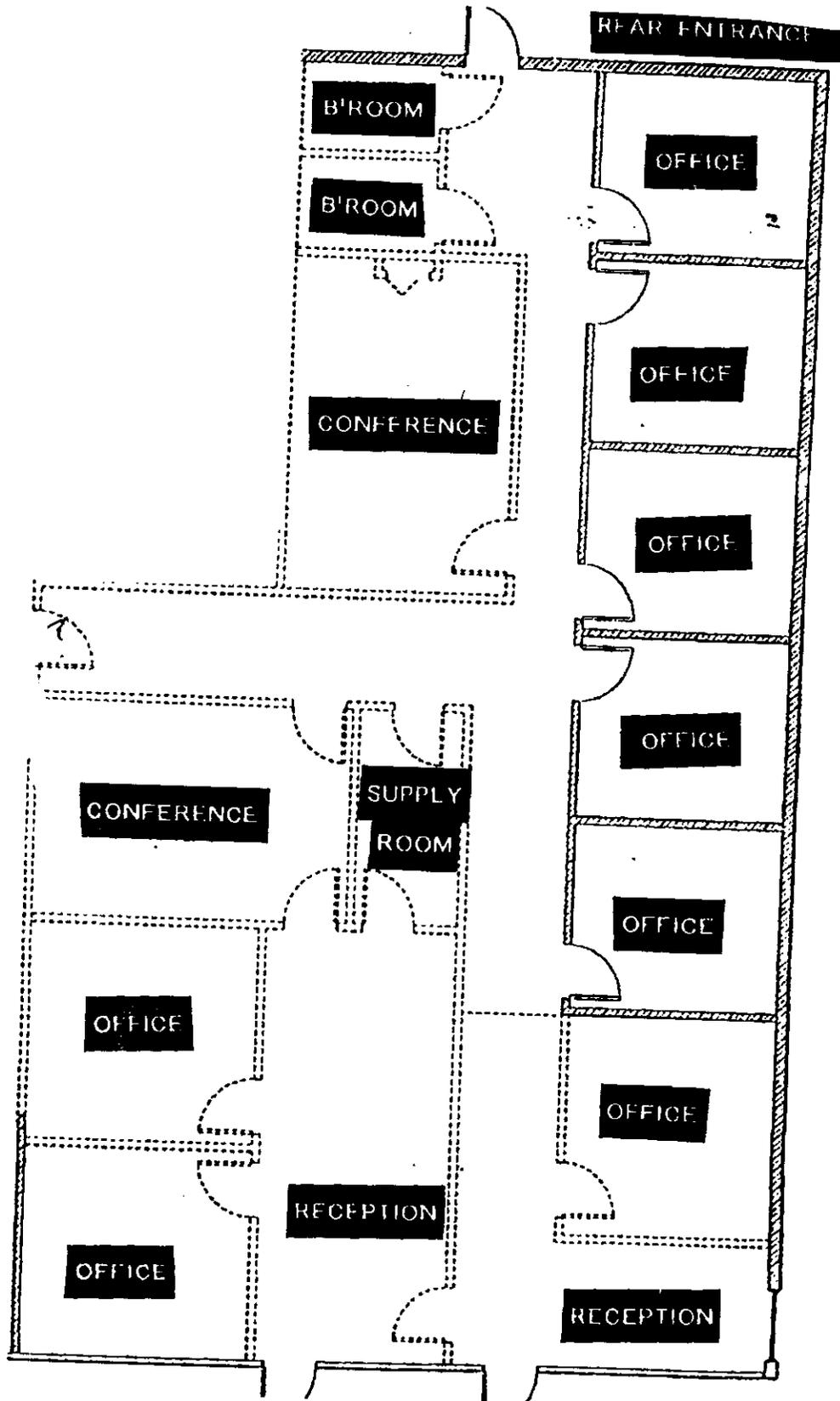


Exhibit "A"

CLERK OF CIRCUIT COURT
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY *Wa. [Signature]* PTC-2
DEPUTY CLERK 4-04-06

LEASE
(Environmental Services Program Management Contract)

THIS LEASE is made and entered into this 28 day of April, 2006 by and between **REFLECTIONS AT HIDDEN LAKE, INC.**, a Florida corporation, whose address is, c/o Patrick T. Christiansen, CNL II Center, 420 South Orange Avenue, Post Office Box 231, Orlando, Florida 32802, hereinafter referred to as **LANDLORD**, and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as **TENANT**.

WITNESSETH

WHEREAS, the **LANDLORD** is the owner of certain buildings, known as Reflections of Hidden Lake Building (the "**Project**"), located at 520 West Lake Mary Boulevard, Sanford, Florida 32773; and

WHEREAS, the **TENANT** is desirous of leasing space in what is known as the One Storey East (the "**One Storey East**") Building in the Project for use as county offices for Seminole County and other county purposes. The space (hereinafter defined as the "**Leased Premises**") is currently leased by the **TENANT** under a separate and distinct lease agreement and the space is at times referred to as the "**Tanks Space**". This Lease will simultaneous replace and terminate the prior lease with the **TENANT**.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, the **LANDLORD** and **TENANT** agree as follows:

1. **LEASED PREMISES.** The **LANDLORD** does hereby grant to the **TENANT** and the **TENANT** does hereby accept from the **LANDLORD** the exclusive use and

occupancy of 2,651 square feet of office space (the "**Leased Premises**"), having an address of 510 West Lake Mary Boulevard, Sanford, Florida 32773, and more particularly described as outlined and set forth in **Exhibit "A"** attached hereto.

2. **TERM.** The term of this Lease shall be as follows:

(a) Subject to the further provisions of subparagraph (b) below, the term of this Lease shall commence at such time as the Tanks Division of the **TENANT** vacates the Leased Premises (the "**Commencement Date**"), and shall thereafter continue for a period of five (5) full years (the "**Expiration Date**"). The Commencement Date is premised on the current occupant of the Leased Premises, the Tanks Division of the **TENANT**, vacating the space. Thus, the Commencement Date will occur with the Tanks Division vacates the Leased Premises and the Expiration Date will then be five (5) full years. Once the Tanks Division has vacated, the parties will at the request of the other party confirm in writing the respective Commencement Date and Expiration Date.

(b) Notwithstanding the term set forth above, the **TENANT** may terminate this Lease upon either of the following occurrences under Section (i) or (ii):

(i) If all three of the following conditions occur:

A. the **TENANT** intends to use the Leased Premises for an environmental services contract (the "**Contract**") which it has awarded to **CH2M HILL, INC.** ("**CH2M**"), and to make the Leased Premises available to **CH2M** in connection with said Contract. Under the

Contract, the **TENANT** has awarded to **CH2M Hill** the contract for environmental services to be rendered to the **TENANT** for a period of five years.

B. The **TENANT** has through non-appropriation specifically set forth in its annual budget that it will no longer fund both the Contract and any further contract by a third party to provide comparable services set forth in the Contract for the remaining term of the Contract. Said decision by the **TENANT** must not be a general finding, but, rather, must be a specific finding by the Board of County Commissioners of the **TENANT** that the **TENANT** specifically does not wish to further fund the Contract or for said services.

C. The **TENANT** gives written notice to the **LANDLORD** of said non-appropriation and furnishes to the **TENANT** written evidence of said non-appropriation. Further, the **TENANT** shall immediately notify the **LANDLORD** in writing as soon as the **TENANT** is considering non-appropriation for this Contract.

Provided all of the aforementioned matters in clauses A, B and C occur, the **TENANT** may then upon no less than one hundred eighty (180) days notice to the **LANDLORD** terminate this Lease, in which event, the Lease shall

terminate no sooner than one hundred eighty (180) days after the **TENANT** has given said notice to the **LANDLORD**.

(ii) If each and every other lease, excluding the "Tanks" lease, that the **TENANT** has for space in the Project (i.e., the entire Reflections Building) expires, and the **TENANT** has vacated all the space in said Project, then the **TENANT** provided it is not otherwise in default under any of said other leases, may terminate this Lease upon no less than one hundred eighty (180) days notice to the **LANDLORD**, in which event, the Lease will terminate no sooner than one hundred eighty (180) days after the **TENANT** has given said notice to the **LANDLORD**.

3. **RENTAL**. The **TENANT** shall pay rent to the **LANDLORD** at the address set forth at the beginning of this Lease, or at such location as the **LANDLORD** may otherwise direct from time to time in writing, for the said Leased Premises as follows:

(a) For the first lease year commencing on the Commencement Date through April 30, 2007, a monthly rental of **THREE THOUSAND THREE HUNDRED FIFTY SEVEN AND 93/100 DOLLARS (\$3,357.93)**.

(b) For the second lease year commencing on May 1, 2007, a monthly rental of **THREE THOUSAND FOUR HUNDRED FORTY SIX AND 30/100 DOLLARS (\$3,446.30)**.

(c) For the third lease year commencing on May 1, 2008, a monthly rental of **THREE THOUSAND FIVE HUNDRED THIRTY FOUR 67/100 DOLLARS (\$3,534.67)**.

(d) For the fourth lease year commencing on May 1, 2009, a monthly rental of **THREE THOUSAND SIX HUNDRED TWENTY THREE AND 03/100 DOLLARS (\$3,623.03)**.

(e) For the fifth lease year commencing on May 1, 2010, a monthly rental of **THREE THOUSAND SEVEN HUNDRED ELEVEN AND 40/100 DOLLARS (\$3,711.40)**.

(f) The monthly rent due under this Lease shall be payable on or before the first (1st) day of each calendar month for that calendar month.

4. This paragraph is not applicable.

5. **UTILITIES.** The **LANDLORD** shall pay for normal water, sewer, electrical and janitorial charges used and consumed in or upon the Leased Premises and any garbage and trash collection fees imposed by governmental authority or licensee or franchisee or any agency designated to collect garbage and trash by the **LANDLORD**. In regard to any recycling, that shall be paid for by the **LANDLORD** if required by any governmental agency; otherwise, it shall be paid for by the **TENANT**. **TENANT** shall pay for telephone charges and other utilities desired by the **TENANT** for its use. In regard to utilities furnished hereunder, the following provisions shall apply:

(a) Heat and air conditioning shall be provided under a normal use which will vary between 74 degrees and 76 degrees during air conditioning use and 68 degrees and 70 degrees during heat use. Such utilities shall be furnished

five (5) days a week, Monday through Friday (excluding Seminole County holidays) from 7:00 a.m. to 6:00 p.m. local time.

(b) To the extent the **TENANT** uses any of said utilities beyond that set forth above, the **TENANT** shall notify the **LANDLORD** with reasonable notice, specifying the times involved and the **LANDLORD** shall provide said usage. It is understood that generally usage night time and weekends will approximately 20 hours per week.

6. **MAINTENANCE.** The **LANDLORD** shall pay and undertake normal maintenance to the Leased Premises. Any damages to the Leased Premises brought about by the negligence of the **TENANT** or any maintenance required by activities of the **TENANT** beyond those contemplated by normal use, shall be paid for by the **TENANT**. The **TENANT** agrees to take good care of the Leased Premises and not otherwise damage same.

7. **COMPLETION OF IMPROVEMENTS FOR LEASED PREMISES.** The **LANDLORD** shall repair the floor from removal of the filing system and create a door between the lease space and the Environmental Services space. Location of the door to be determined by Environmental Services.

8. This paragraph is not applicable

9. **POSSESSION.** The **TENANT** will take possession of the space after the **LANLORD** prepares the space for occupancy.

10. This paragraph is not applicable.

11. **COMMON AREA, FACILITIES, AND MAINTENANCE THEREOF.** All facilities furnished by **LANDLORD** in the Project and designated for the general use, in common, of occupants of the Project, including **TENANT** hereunder, their

respective officers, agents, employees and customers, including, but not limited to, any of the following which may have been furnished by **LANDLORD** such as parking areas, driveways, entrances and exits thereto, employee parking areas, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, and other similar facilities shall at all times be subject to the exclusive control, administration, and management of **LANDLORD**.

12. **REMODELING PRIVILEGES.** After occupancy of the Leased Premises by the **TENANT**, the **LANDLORD** grants to **TENANT** the right to make changes, alterations and decorations as it desires at its own expense in the Leased Premises; provided, however, that **TENANT** shall make no structural changes to the Leased Premises without the prior written consent of **LANDLORD**. In regard to any alteration of any walls (which are not load bearing or structural), the consent of the **LANDLORD** shall be required, said consent not to be unreasonably withheld.

13. **USE OF LEASED PREMISES.** **TENANT** shall have the exclusive use of the Leased Premises for the Purpose of making the Leased Premises available to **CH2M** for the purposes of enabling **CH2M** to render the environmental services to the County under the Contract, or such other County offices as it may desire to make use thereof in connection with or incidental to its purposes during the term of this Lease. **TENANT** covenants that it will not use or permit the Leased Premises to be used for any purpose prohibited by the laws of the United States of America, the State of Florida, or the charter or ordinances of the City of Sanford; it shall not use or keep any substance or material or in or about the Leased Premises which may vitiate or endanger the validity of the insurance on the Building or increase the hazard of risk, and it shall not permit any nuisance on the Leased Premises. The **TENANT** will be responsible

for any damage or other matters caused by **CH2M** if and to the extent **CH2M** is in possession of any or all of the Leased Premises.

14. **QUIET POSSESSION.** The **LANDLORD** shall warrant and defend the **TENANT** in the enjoyment and peaceful possession of the Leased Premises during the term of this Lease.

15. **ASSIGNMENT AND SUBLETTING; SUCCESSORS AND ASSIGNS.**

(a) The **TENANT** shall not assign or sublet the Leased Premises, or any part thereof, without first obtaining the written consent of the **LANDLORD**. However, the **TENANT** may permit the Leased Premises to be occupied by **CH2M**, which has a contract to provide consulting services to the **TENANT**. The **TENANT** will be responsible for any actions of **CH2M** in regard to the Leased Premises.

(b) All rights, obligations and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, permitted sublessees and permitted assignees of said parties

16. **INSTALLATION AND REMOVAL OF EQUIPMENT AND FIXTURES.** The **TENANT** shall have the right to move and install on the Leased Premises equipment, fixtures and other items necessary for its use of the Leased Premises. All fixtures on the Leased Premises furnished by the **LANDLORD** shall remain the property of the **LANDLORD** and shall not be removed by the **TENANT**. All equipment and property placed by the **TENANT** at its own expense in, on or about the Leased Premises, including fixtures

temporarily affixed to the realty, but which may be removed without damage, shall remain the property of the **TENANT** and the **TENANT** shall have the right, at any time during the term hereof or at the end thereof, to remove all such equipment, property and fixtures. If the **TENANT** has the right to remove any property, the **TENANT** shall do so without damage to the Leased Premises or, if any damage occurs, shall repair said damage.

17. **TAXES.** The **LANDLORD** shall pay any and all taxes and special assessments which may be levied and assessed on the Leased Premises during the term of this Lease on a current basis.

18. **FIRE CLAUSE.** **LANDLORD** covenants and agrees that it will carry, during the term of this Lease, fire and extended coverage insurance. Said insurance shall contain a waiver of subrogation by the insurer. In the event the Leased Premises or a major portion thereof shall be damaged or destroyed by casualty, fire or otherwise, to an extent which renders them untenable, as the **TENANT** may determine, the **LANDLORD** may rebuild or repair such damaged or destroyed portions and the obligation of the **TENANT** to pay rent hereunder shall abate as to such damaged or destroyed portions during the time they shall be untenable provided, however, nothing herein shall waive any right by the **LANDLORD** to collect said insurance under any business interruption coverage. In the event the **LANDLORD** elects not to rebuild or repair the Leased Premises or shall fail to proceed with such restoration for a period of sixty (60) days after the damage or destruction, then either party may, at its option, cancel and terminate this Lease.

19. **LIABILITY INSURANCE.** The **TENANT** shall maintain its own protection against claims of third persons and their property arising through or out of the use and occupancy of the **TENANT** of the Leased Premises, excepting adjacent sidewalks and alleys,

and the **LANDLORD** shall not be liable for any such claims. The **LANDLORD** may maintain its own protection against such claims arising out of its ownership of the Leased Premises.

20. **HOLD HARMLESS.** Each party shall hold the other harmless from any and all loss, expense, damage or claim for damages to person or property, including court costs and attorneys' fees, which may occur as a result of said party's, its agents' or employees' negligence or fault.

21. **CANCELLATION AND TERMINATION.**

(a) The **TENANT** shall be in default under this Lease in the event any of the following matters occur:

(i) If any installment of the rent provided for herein is not paid when due; or

(ii) The **TENANT** otherwise is in default under any other provisions of this Lease.

(b) In the event of a default, the **LANDLORD** may exercise any and all rights under applicable law, including, but not limited to, (i) the cancellation or termination of this Lease at the end of which time all the rights of the **TENANT** hereunder shall terminate, or (ii) bring an action to recover the amounts due, all of which remedies shall be cumulative.

(c) In the event of a default by the **TENANT**, the **LANDLORD** shall not exercise any rights or remedies hereunder without first giving to the **TENANT** written notice of such default, and the **TENANT** shall then have a period of thirty (30) days within which to cure said default.

(d) In the event of a default by the **LANDLORD**, the **TENANT** shall first give the **LANDLORD** written notice of such default, and the **LANDLORD** shall then have a period of thirty (30) days within which to cure said default, or such longer period of time as may be reasonable if said default cannot be cured within said thirty (30) days. In the event **LANDLORD** does not cure said default, the **TENANT** upon written notice may then terminate the Lease, without penalty or payment of cancellation fees.

22. **SURRENDER OF POSSESSION.** The **TENANT** agrees to deliver up and surrender to the **LANDLORD** possession of the Leased Premises at the expiration or termination of this Lease, in as good condition as when the **TENANT** takes possession except for ordinary wear and tear, alterations permitted under this Lease, or loss by fire or other casualty, act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, military or usurped power.

23. **WAIVER.** No waiver of any breach of any one or more of the conditions or covenants of this Lease by the **LANDLORD** or by the **TENANT** shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

24. **AMENDMENT OR MODIFICATION.** Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed herein, and that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

25. **HOLDING OVER AFTER TERMINATION.** If, after the expiration of this Lease, the **TENANT** shall hold over and remain in possession of the Leased Premises, then

such holding over shall be deemed to be a periodic tenancy from month to month on the same terms and conditions contained herein. In this regard, the parties further agree that if either party has given notice to terminate the Lease under paragraph 2 hereof, the **TENANT** may nevertheless remain in possession after said expiration date and pay to the **LANDLORD** the rent due hereunder on a month to month basis provided that the **LANDLORD** has not otherwise committed to lease the Leased Premises in whole or in part to any third party. If the **LANDLORD** has committed to lease the Leased Premises in whole or in part to any third party, the **TENANT** may not so occupy said Leased Premises after the date so indicated by the **LANDLORD** which may be necessary for the **LANDLORD** to deliver the Leased Premises to said third party or to commence any necessary renovations for said third party.

26. **NOTICES.** Whenever either party desires to give notice unto the other, notice may be sent to:

FOR LANDLORD

Patrick T. Christiansen, President
CNL II Tower
420 South Orange Avenue
Suite 1200
Post Office Box 231
Orlando, Florida 32802

FOR TENANT

Support Services Division
200 West County Home Road
Sanford, Florida 32773

Either of the parties may change by written notice, as provided herein, the addresses or persons for receipt of notice.

27. MISCELLANEOUS.

(a) Whenever a period of time is herein prescribed for action to be taken by **LANDLORD** or the **LANDLORD** is otherwise obligated to provide any services or undertake any other duty or obligation hereunder, **LANDLORD** shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, the rendering of said services or the fulfillment of said duty, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of **LANDLORD**.

(b) At the request of the **LANDLORD** or **TENANT**, the **TENANT** and the **LANDLORD** shall enter into a writing specifying the Commencement Date and the expiration date and the renewal date for the initial and each renewal term, and other matters.

(c) The term "year" does not mean the calendar year, but means the 12 month period based upon each Anniversary Date.

(d) The captions to each paragraph of this Lease are added as a matter of convenience only and shall be considered to be of no effect in the construction of any provision or provisions of this Lease.

(e) Time is of the essence of this Lease and each and all of its provisions.

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

(g) The **TENANT** shall comply with rules and regulations as set forth in **Exhibit "D"**, together with such other rules and regulations as may be promulgated from time to time by the **LANDLORD**, provided said rules and regulations are reasonable and applied to the Tower Building in its entirety and to all parties located therein.

(h) Effective on the Commencement Date (as defined in paragraph 2(a) above, this Lease replaces and terminates any prior Lease between the parties, which prior lease the **LANDLORD** and **TENANT** have cancelled and terminated effective on said Commencement Date.

28. **NO THIRD PARTY BENEFICIARIES.** The parties are aware and understand that this Lease is solely for the benefit of the **LANDLORD** and the **TENANT**, and no person not a party hereto shall have any benefits or privileges hereunder either as third party beneficiaries or otherwise.

29. **HAZARDOUS WASTE.** **TENANT** agrees to comply strictly and in all respects with the requirements of any and all federal, state and local statutes, rules and regulations now or hereinafter existing relating to the discharge, spillage, storage, uncontrolled loss, seepage, filtration, disposal, removal or use of hazardous materials, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act and the Florida Substances Law (collectively the "**Hazardous Waste Law**") [defined terms initial caps only elsewhere?] and with all similar applicable laws and regulations and shall notify **LANDLORD** promptly in the event of any discharge, spillage, uncontrolled loss, seepage or filtration of oil, petroleum, chemical

liquids or solids, liquid or gaseous products or any other Hazardous Materials (a "Spill") or the presence of any substance or material presently or hereafter identified to be toxic or hazardous according to any Hazardous Waste Law, including, without limitation, any asbestos, PCBs, radioactive substance, methane, volatile hydrocarbons, acids, pesticides, paints, petroleum based products, lead, cyanide, DDT, printing inks, industrial solvents or any other material or substance which has in the past or could presently or at any time in the future cause or constitute a health, safety or other environmental hazard to any person or property (collectively "Hazardous Materials") upon the Leased Premises or the Building, and shall promptly forward to **LANDLORD** copies of all orders, notices, permits, applications or other communications and reports in connection with any such Spill or Hazardous Materials. **TENANT** shall not handle, use, generate, manufacture, store or dispose of Hazardous Materials in, upon, under or about the Leased Premises and the Building. In regard to any Hazardous Materials which the **TENANT** may bring upon the Leased Premises or any Spill, the **TENANT** shall be responsible for any loss, penalty, liability, damage and expense suffered or incurred by **LANDLORD** related to or arising out of (i) any Hazardous Materials brought on the Leased Premises by the **TENANT**; or (ii) any Spill caused by the **TENANT**; which loss, damage, penalty, liability, damage and expense shall include, but not limited to, (a) court costs, attorneys' fees and expenses, and disbursements through and including any appellate proceedings; (b) all foreseeable and unforeseeable consequential damages, directly or indirectly, arising out of the use, generation, storage or disposal of Hazardous Materials by **TENANT**; (c) the cost of any required or necessary repair, clean-up or detoxification of the Project; and (d) the cost of preparation of any closure or other plans required under the Hazardous Waste Law, necessary to sell or lease the Leased Premises or the Building.

30. **RADON DISCLOSURE.** 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. **ENTIRE AGREEMENT.** This Lease contains the entire agreement of the parties, and incorporates all prior discussions and references to **TENANT** as an inducement for the **TENANT** to enter into this Lease. No representations, inducements, promises or agreements, oral or otherwise between the parties not embodied in this Lease shall be of any force or effect.

32. **COMPLIANCE WITH LAWS.** The **TENANT** shall not use the Leased Premises or permit anything to be done in or about the Leased Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. The **TENANT** shall at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements applicable to the Leased Premises and its use thereof, now in force or which may hereafter be in force.

33. **INSPECTION.** The **LANDLORD** reserves at all times the right to enter the Leased Premises to inspect the same provided, however, except in the case of an emergency (in which case no advance notice need be given), the **LANDLORD** shall first notify the **TENANT**. The **LANDLORD** may submit the Leased Premises to prospective purchasers or tenants, have entry to post notices of nonresponsibility, and to alter, improve, or repair the Leased Premises and any portion of the Building, provided, however, the **LANDLORD** shall be

under no duty or obligation to repair the Leased Premises unless expressly otherwise provided in this Lease.

34. **MORTGAGEE'S RIGHTS AND ESTOPPEL LETTERS.** The **TENANT** agrees that this Lease shall be inferior and subordinate to any prior or existing mortgage now on the Project. The **TENANT** agrees upon request to execute any paper or papers which the **LANDLORD** may deem necessary to accomplish that end, provided, however, the subordination set forth herein shall be automatic and shall further be effective notwithstanding that the **TENANT** has not executed any subordination papers as required herein.

35. **SALE BY LANDLORD.** In the event of sale or conveyance by the **LANDLORD** of the Project, the same shall operate to release the **LANDLORD** from any future liability upon any of the covenants or conditions, expressed or implied, herein contained in favor of the **TENANT** provided:

(a) The purchaser agrees to fulfill and discharge the duties and obligations of the **LANDLORD** hereunder; and

(b) The foregoing shall not apply to release the **LANDLORD** from any claim which, as of the date of said sale or conveyance, has been so identified in writing by the **TENANT** to the **LANDLORD** and further provided that the **LANDLORD** has made inquiry of the **TENANT** to furnish an estoppel certificate in connection with said sale or conveyance. In such event, the **TENANT** agrees to look solely to the purchaser to fulfill the obligations of the **LANDLORD** under this Lease. This Lease shall not be affected by any such sale, and the **TENANT** agrees to attorn to the purchaser.

36. **SIGNS**. The **TENANT** shall not place or maintain or permit to be placed or maintained, and shall promptly remove any that may be placed, (i) any signs or advertising of any kind whatsoever on the exterior of the Leased Premises, or on any exterior windows in said Leased Premises, or elsewhere within the Leased Premises so as to be visible from the exterior of the Building, without the express prior written consent of the **LANDLORD**, and (ii) any awnings, other structures or materials, machinery or equipment of any kind whatsoever on the exterior or extending to the exterior of the Leased Premises. The **TENANT** may erect a sign in accordance with **Exhibit "C"** attached hereto.

37. **EMINENT DOMAIN**. If (a) all of the Leased Premises shall be taken or appropriate by any public or quasi public authority under the power of eminent domain, or (b) such portion of the Leased Premises is so taken which would substantially handicap, impede or impair the **TENANT**'s use of the Leased Premises, either party hereto shall have the right, at its option, to terminate this Lease. In either case of full or partial taking, the **LANDLORD** shall be entitled to any and all income, rent, awards, or any interest therein whatsoever which may be paid or made in connection with such public or quasi-public use or purpose and **TENANT** shall have no claim against the **LANDLORD** for the value of any unexpired term of this Lease. If only a part of the Leased Premises shall be so taken or appropriated, at the **LANDLORD**'s option, the rent thereafter to be paid shall be equitably reduced.

39. **ARBITRATION**. In the event any dispute may arise between the parties regarding the provisions of this Lease, the parties agree to submit that dispute to binding arbitration in Seminole County, Florida in accordance with the terms and conditions of the American Arbitration Association. If a decision rendered in said arbitration finds a party to be in default hereunder, that party shall nevertheless have a further period of thirty (30) days from the

date of said decision to cure said default and, if said default is so cured, that party shall not be in default under this Lease.

[Signatures Begin on Following Page]

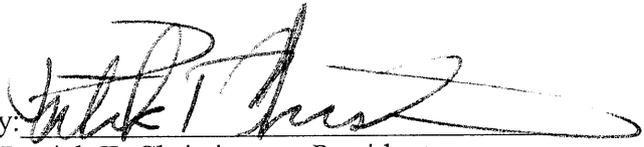
IN WITNESS WHEREOF, the parties have hereunto set their hands as of the

dates written below:

REFLECTIONS AT HIDDEN LAKE, INC.

ATTEST:



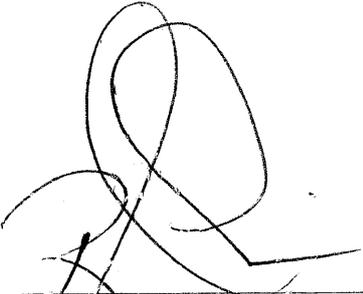
By: 

Patrick T. Christiansen, President

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

By: 
_____, Chairman

Date: April 28, 2006



7012 Clerk to the Board of County
Commissioners of Seminole County, Florida

As authorized for execution by the
Board of County Commissioners at
their April 25, 2006
regular meeting

For the use and reliance of Seminole County
only. Approved as to form and legal
sufficiency.



County Attorney

SKETCH OF ONE STOREY EAST SPACE
510 W. LAKE MARY BLVD., SANFORD, FLORIDA 32773

THIS EXHIBIT IS NOT APPLICABLE.

SIGN CRITERIA

The **TENANT** shall identify the Leased Premises with a sign in accordance with the following criteria:

1. The **TENANT** shall be required to identify its Leased Premises by a sign. The **TENANT** shall place a sign in accordance with these sign criteria on the Leased Premises within fifteen (15) days after the Rent Commencement Date or the date the **TENANT** opens for business, whichever first occurs.

2. The **TENANT** will be permitted only one sign to be located outside of the entrance way to the Leased Premises.

3. All signs shall be uniform and shall be approved by the **LANDLORD**.

4. The cost of such signage shall be paid for by the **TENANT**.

5. The **LANDLORD** may, in its discretion, maintain a sign directory at the entrance to the Leased Premises off of Lake Mary Boulevard, and should the **LANDLORD** elect to do so, the order and make up of the directory shall be determined by the **LANDLORD**. If the **TENANT** wishes to be identified on said sign, and the **LANDLORD** so approves, the **TENANT** shall pay any cost associated with the placement of the sign on said directory.

6. All signs must meet all applicable building codes.

Except as expressly set forth in this Exhibit "C", the **TENANT** shall have no other right to place any signs in or about the Building.

RULES AND REGULATIONS

In order to serve the public and create and maintain an attractive, well run Building, the **LANDLORD** has established the following rules and regulations. The **TENANT** shall comply with the following rules and regulations:

1. **TENANT** and its employees shall use their best efforts to encourage good will and courtesy within the Building, to its customers, tenants, employees and management, for the betterment of their own business and that of the whole Building.
2. Common Areas are not to be used for business purposes without the specific approval of the **LANDLORD**. In no event shall any handbills, flyers or other promotional devises be placed or distributed in the Common Areas.
3. **TENANT** shall take no action which would adversely affect the Building, nor create any work stoppage, picketing, labor disruption or dispute, or any interference with the business of **LANDLORD** or any other **TENANT** or occupant in the Building, forfeit the rights and privileges of any customer or other persons lawfully in and upon said Building, nor shall **TENANT** cause any impairment or reduction of the good will of the Building.
4. No exterior radio, television, stereo or other similar devices or exterior aerial shall be installed without **LANDLORD**'s written consent and **TENANT** will not cause or permit any noise, vibrations, light, odor or other effects to emanate from the Leased Premises.
5. All deliveries or shipments of any kind, to or from the Leased Premises, including loading of goods, shall be made by way of a **LANDLORD** approved location, and only at such time as reasonably designated for such purpose by **LANDLORD**. The **TENANT** may receive overnight and UPS and similar deliveries in the ordinary course of business.
6. No forklift, tow truck, or any other powered machines for handling freight in the Leased Premises, may be used except in such manner and in these areas in the Leased Premises as may be approved by **LANDLORD** in writing.
7. The interior of **TENANT**'s windows and glass areas shall be kept free of debris by the **TENANT** at all times, and no signs may be placed on the windows without the approval of the **LANDLORD**, said approval not to be unreasonably withheld.
8. Garbage, refuse, trash, boxes, etc., shall be kept in containers and in locations as approved by **LANDLORD** and any municipal authorities having jurisdiction.
9. **TENANT** shall not conduct or permit any fire, bankruptcy, auction or "Going Out Of Business" sales (whether real or fictitious) on the premises without the prior written consent of **LANDLORD**, or utilize any unethical method of business operation.
10. No animals of any kind may be kept on the Leased Premises by **TENANT** or its employees.

LANDLORD may from time to time amend the foregoing or add new rules and regulations for the use and care of the Building as a whole, and the **TENANT** shall comply with said amended and new rules and regulations. All such amended or new rules and regulations shall apply to the Building as a whole, shall be reasonable, and shall not be applicable in regard to the **TENANT** unless and until thirty (30) days notice of said regulations have first been given to the **TENANT**.

LEASE
(Community Services Space)

THIS LEASE is made and entered into this 15 day of June, 2006 by and between **REFLECTIONS AT HIDDEN LAKE, INC.**, a Florida corporation, whose address is, c/o Patrick T. Christiansen, CNL II Center, 420 South Orange Avenue, Post Office Box 231, Orlando, Florida 32802, hereinafter referred to as **LANDLORD**, and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as **TENANT**.

W I T N E S S E T H

WHEREAS, the **LANDLORD** is the owner of certain buildings, known as Reflections of Hidden Lake Building (the "**Project**"), located at 520 West Lake Mary Boulevard, Sanford, Florida 32773; and

WHEREAS, the **TENANT** is desirous of leasing space in what is known as the One Storey West (the "**One Storey West**") Building in the Project for use as county offices for Seminole County and other county purposes.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, the **LANDLORD** and **TENANT** agree as follows:

1. **LEASED PREMISES.** The **LANDLORD** does hereby grant to the **TENANT** and the **TENANT** does hereby accept from the **LANDLORD** the exclusive use and occupancy of 8,635 square feet of office space (the "**Leased Premises**"), having an address of 532 West Lake Mary Boulevard, Sanford, Florida 32773, and more particularly described as outlined and set forth in **Exhibit "A"** attached hereto.

2. **TERM.** The term of this Lease shall be as follows:

(a) Subject to the further provisions of subparagraph (b) below, the term of this Lease shall commence at such time as the Landlord has completed the Tenant Improvements referenced and set forth in paragraph 7 below (the "**Commencement Date**"), and shall thereafter continue for a period of six (6) full years (the "**Expiration Date**"). The Commencement Date is to occur when the Tenant Improvements have been completed, and therefore the parties will at the request of the other party confirm in writing the respective Commencement Date and Expiration Date when the Landlord Improvements have been completed.

(b) Notwithstanding the term set forth above, the Tenant may terminate this Lease after three (3) years from the commencement date. The Tenant must provide at least one hundred eighty (180) days notice to the Landlord, in which event the Lease shall terminate no sooner than one hundred eighty (180) days after the Tenant has given said notice to the Landlord.

(c) In the event this Lease is terminated in the manner set forth above, the Tenant shall reimburse the Landlord in accordance with the schedule set forth below for the unamortized Tenant Improvement costs incurred by the Landlord.

<u>Termination</u>	<u>T/I Reimbursement</u>
At three (3) years	\$ 45,942
At four (4) years	\$ 30,628
At five (5) years	\$ 15,314

3. **RENTAL.** The **TENANT** shall pay rent to the **LANDLORD** at the address set forth at the beginning of this Lease, or at such location as the **LANDLORD** may otherwise direct from time to time in writing, for the said Leased Premises as follows:

(a) For the first lease year commencing on the Commencement Date, a monthly rental of **TWELVE THOUSAND THREE HUNDRED AND FOUR AND 92/100 DOLLARS (\$12,304.92).**

(b) For the second lease year commencing on Second Anniversary Date, a monthly rental of **TWELVE THOUSAND FIVE HUNDRED AND NINETY TWO AND 75/100 DOLLARS (\$12,592.75).**

(c) For the third lease year commencing on the third anniversary date, a monthly rental of **TWELVE THOUSAND EIGHT HUNDRED AND EIGHTY AND 58/100 DOLLARS (\$12,880.58).**

(d) For the fourth lease year commencing on the fourth anniversary date, a monthly rental of **THIRTEEN THOUSAND ONE HUNDRED AND SIXTY EIGHT AND 42/100 DOLLARS (\$13,168.42).**

(e) For the fifth lease year commencing on the fifth anniversary date, a monthly rental of **THIRTEEN THOUSAND FOUR HUNDRED AND FIFTY SIX AND 25/100 DOLLARS (\$13,456.25).**

(f) For the sixth lease year commencing on the sixth anniversary date, a monthly rental of **THIRTEEN THOUSAND SEVEN HUNDRED AND FORTY FOUR AND 8/100 DOLLARS (\$13,744.08).**

(g) The monthly rent due under this Lease shall be payable on or before the first (1st) day of each calendar month for that calendar month.

(h) The foregoing rent is generally "gross rent" (other than sales tax) and includes general pass-through expenses such as insurance, common area maintenance and real estate taxes. The rental increases set forth above are planned to take into account some increases in said expenses for insurance, common area maintenance and real estate taxes generally at the rate of 3% increases per year. However, if the cost for any insurance, common area maintenance or real estate taxes exceeds the costs for said items for the base calendar year 2006, then upon written notice from the Landlord with supporting documentation, the Tenant will pay its proportionate share of any such increase in any of said expenses. The Tenant's proportionate share will be based upon the square footage occupied by the Tenant in the Leased Premises to the overall square footage in the Building which is leased or leasable.

4. **UTILITIES.** The **LANDLORD** shall pay for normal water, sewer, electrical and janitorial charges used and consumed in or upon the Leased Premises and any garbage and trash collection fees imposed by governmental authority or licensee or franchisee or any agency designated to collect garbage and trash by the **LANDLORD**. In regard to any recycling, that shall be paid for by the **LANDLORD** if required by any governmental agency; otherwise, it shall be paid for by the **TENANT**. **TENANT** shall pay for telephone charges and other utilities desired by the **TENANT** for its use. In regard to utilities furnished hereunder, the following provisions shall apply:

(a) Heat and air conditioning shall be provided under a normal use which will vary between 74 degrees and 76 degrees during air conditioning use and 68 degrees and 70 degrees during heat use. Such utilities shall be furnished

five (5) days a week, Monday through Friday (excluding Seminole County holidays) from 7:00 a.m. to 6:00 p.m. local time.

(b) To the extent the **TENANT** uses any of said utilities beyond that set forth above, the **TENANT** shall notify the **LANDLORD** with reasonable notice, specifying the times involved and the **LANDLORD** shall provide said usage at an hourly rate or flat fee to be mutually agreed upon by Landlord and Tenant.

5. **MAINTENANCE.** The **LANDLORD** shall pay and undertake normal maintenance to the Leased Premises. Any damages to the Leased Premises brought about by the negligence of the **TENANT** or any maintenance required by activities of the **TENANT** beyond those contemplated by normal use, shall be paid for by the **TENANT**. The **TENANT** agrees to take good care of the Leased Premises and not otherwise damage same.

6. **COMPLETION OF IMPROVEMENTS FOR LEASED PREMISES.** The **LANDLORD** shall, make improvements (the "**Tenant Improvements**") to the Leased Premises in accordance with the interior plans approved by the Tenant.

7. **POSSESSION.** The **TENANT** shall have access to the Leased Premises upon the execution of this Lease by both parties provided, however, said possession shall not interfere with the completion by the Landlord of the Tenant Improvements.

8. **COMMON AREA, FACILITIES, AND MAINTENANCE THEREOF.** All facilities furnished by **LANDLORD** in the Project and designated for the general use, in common, of occupants of the Project, including **TENANT** hereunder, their respective officers, agents, employees and customers, including, but not limited to, any of the following which may have been furnished by **LANDLORD** such as parking areas, driveways, entrances and exits

thereto, employee parking areas, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, and other similar facilities shall at all times be subject to the exclusive control, administration, and management of **LANDLORD**.

9. **REMODELING PRIVILEGES.** After occupancy of the Leased Premises by the **TENANT**, the **LANDLORD** grants to **TENANT** the right to make changes, alterations and decorations as it desires at its own expense in the Leased Premises; provided, however, that **TENANT** shall make no structural changes to the Leased Premises without the prior written consent of **LANDLORD**. In regard to any alteration of any walls (which are not load bearing or structural), the consent of the **LANDLORD** shall be required, said consent not to be unreasonably withheld.

10. **USE OF LEASED PREMISES.** **TENANT** shall have the exclusive use of the Leased Premises for the Purpose of conducting the normal business of the Seminole County Department of Community Services during the term of this Lease. **TENANT** covenants that it will not use or permit the Leased Premises to be used for any purpose prohibited by the laws of the United States of America, the State of Florida, or the charter or ordinances of the City of Sanford; it shall not use or keep any substance or material or in or about the Leased Premises which may vitiate or endanger the validity of the insurance on the Building or increase the hazard of risk, and it shall not permit any nuisance on the Leased Premises. The **TENANT** will be responsible for any damage while it is in possession of any or all of the Leased Premises.

11. **QUIET POSSESSION.** The **LANDLORD** shall warrant and defend the **TENANT** in the enjoyment and peaceful possession of the Leased Premises during the term of this Lease.

12. **ASSIGNMENT AND SUBLETTING; SUCCESSORS AND ASSIGNS.**

(a) The **TENANT** shall not assign or sublet the Leased Premises, or any part thereof, without first obtaining the written consent of the **LANDLORD**.

(b) All rights, obligations and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, permitted sublessees and permitted assignees of said parties

13. **INSTALLATION AND REMOVAL OF EQUIPMENT AND**

FIXTURES. The **TENANT** shall have the right to move and install on the Leased Premises equipment, fixtures and other items necessary for its use of the Leased Premises. All fixtures on the Leased Premises furnished by the **LANDLORD** shall remain the property of the **LANDLORD** and shall not be removed by the **TENANT**. All equipment and property placed by the **TENANT** at its own expense in, on or about the Leased Premises, including fixtures temporarily affixed to the realty, but which may be removed without damage, shall remain the property of the **TENANT** and the **TENANT** shall have the right, at any time during the term hereof or at the end thereof, to remove all such equipment, property and fixtures. If the **TENANT** has the right to remove any property, the **TENANT** shall do so without damage to the Leased Premises or, if any damage occurs, shall repair said damage.

14. **TAXES.** The **LANDLORD** shall pay any and all taxes and special assessments which may be levied and assessed on the Leased Premises during the term of this Lease on a current basis.

15. **FIRE CLAUSE.** **LANDLORD** covenants and agrees that it will carry, during the term of this Lease, fire and extended coverage insurance. Said insurance shall contain

a waiver of subrogation by the insurer. In the event the Leased Premises or a major portion thereof shall be damaged or destroyed by casualty, fire or otherwise, to an extent which renders them untenable, as the **TENANT** may determine, the **LANDLORD** may rebuild or repair such damaged or destroyed portions and the obligation of the **TENANT** to pay rent hereunder shall abate as to such damaged or destroyed portions during the time they shall be untenable provided, however, nothing herein shall waive any right by the **LANDLORD** to collect said insurance under any business interruption coverage. In the event the **LANDLORD** elects not to rebuild or repair the Leased Premises or shall fail to proceed with such restoration for a period of sixty (60) days after the damage or destruction, then either party may, at its option, cancel and terminate this Lease.

16. **LIABILITY INSURANCE.** The **TENANT** shall maintain its own protection against claims of third persons and their property arising through or out of the use and occupancy of the **TENANT** of the Leased Premises, excepting adjacent sidewalks and alleys, and the **LANDLORD** shall not be liable for any such claims. The **LANDLORD** may maintain its own protection against such claims arising out of its ownership of the Leased Premises.

17. **HOLD HARMLESS.** Each party shall hold the other harmless from any and all loss, expense, damage or claim for damages to person or property, including court costs and attorneys' fees, which may occur as a result of said party's, its agents' or employees' negligence or fault.

18. **CANCELLATION AND TERMINATION.**

(a) The **TENANT** shall be in default under this Lease in the event any of the following matters occur:

(i) If any installment of the rent provided for herein is not paid when due; or

(ii) The **TENANT** otherwise is in default under any other provisions of this Lease.

(b) In the event of a default, the **LANDLORD** may exercise any and all rights under applicable law, including, but not limited to, (i) the cancellation or termination of this Lease at the end of which time all the rights of the **TENANT** hereunder shall terminate, or (ii) bring an action to recover the amounts due, all of which remedies shall be cumulative.

(c) In the event of a default by the **TENANT**, the **LANDLORD** shall not exercise any rights or remedies hereunder without first giving to the **TENANT** written notice of such default, and the **TENANT** shall then have a period of thirty (30) days within which to cure said default.

(d) In the event of a default by the **LANDLORD**, the **TENANT** shall first give the **LANDLORD** written notice of such default, and the **LANDLORD** shall then have a period of thirty (30) days within which to cure said default, or such longer period of time as may be reasonable if said default cannot be cured within said thirty (30) days. In the event **LANDLORD** does not cure said default, the **TENANT** upon written notice may then terminate the Lease, without penalty or payment of cancellation fees.

19. **SURRENDER OF POSSESSION.** The **TENANT** agrees to deliver up and surrender to the **LANDLORD** possession of the Leased Premises at the expiration or termination of this Lease, in as good condition as when the **TENANT** takes possession except for

ordinary wear and tear, alterations permitted under this Lease, or loss by fire or other casualty, act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, military or usurped power.

20. **WAIVER.** No waiver of any breach of any one or more of the conditions or covenants of this Lease by the **LANDLORD** or by the **TENANT** shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

21. **AMENDMENT OR MODIFICATION.** Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed herein, and that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

22. **HOLDING OVER AFTER TERMINATION.** If, after the expiration of this Lease, the **TENANT** shall hold over and remain in possession of the Leased Premises, then such holding over shall be deemed to be a periodic tenancy from month to month on the same terms and conditions contained herein. In this regard, the parties further agree that if either party has given notice to terminate the Lease under paragraph 2 hereof, the **TENANT** may nevertheless remain in possession after said expiration date and pay to the **LANDLORD** the rent due hereunder on a month to month basis provided that the **LANDLORD** has not otherwise committed to lease the Leased Premises in whole or in part to any third party. If the **LANDLORD** has committed to lease the Leased Premises in whole or in part to any third party, the **TENANT** may not so occupy said Leased Premises after the date so indicated by the **LANDLORD** which may be necessary for the **LANDLORD** to deliver the Leased Premises to said third party or to commence any necessary renovations for said third party.

23. **NOTICES.** Whenever either party desires to give notice unto the other, notice may be sent to:

FOR LANDLORD

Patrick T. Christiansen, President
CNL II Tower
420 South Orange Avenue
Suite 1200
Post Office Box 231
Orlando, Florida 32802

FOR TENANT

Seminole County
Support Services Division
200 West County Home Road
Sanford, Florida 32773

Either of the parties may change by written notice, as provided herein, the addresses or persons for receipt of notice.

24. **MISCELLANEOUS.**

(a) Whenever a period of time is herein prescribed for action to be taken by **LANDLORD** or the **LANDLORD** is otherwise obligated to provide any services or undertake any other duty or obligation hereunder, **LANDLORD** shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, the rendering of said services or the fulfillment of said duty, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of **LANDLORD**.

(b) At the request of the **LANDLORD** or **TENANT**, the **TENANT** and the **LANDLORD** shall enter into a writing specifying the Commencement

Date and the expiration date and the renewal date for the initial and each renewal term, and other matters.

(c) The term "year" does not mean the calendar year, but means the 12 month period based upon each Anniversary Date.

(d) The captions to each paragraph of this Lease are added as a matter of convenience only and shall be considered to be of no effect in the construction of any provision or provisions of this Lease.

(e) Time is of the essence of this Lease and each and all of its provisions.

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

(g) The **TENANT** shall comply with rules and regulations as set forth in Exhibit "D", together with such other rules and regulations as may be promulgated from time to time by the **LANDLORD**, provided said rules and regulations are reasonable and applied to the Tower Building in its entirety and to all parties located therein.

(h) Effective on the Commencement Date (as defined in paragraph 2(a) above, this Lease replaces and terminates any prior Lease between the parties, which prior lease the **LANDLORD** and **TENANT** have cancelled and terminated effective on said Commencement Date.

25. **NO THIRD PARTY BENEFICIARIES.** The parties are aware and understand that this Lease is solely for the benefit of the **LANDLORD** and the **TENANT**, and no

person not a party hereto shall have any benefits or privileges hereunder either as third party beneficiaries or otherwise.

26. **HAZARDOUS WASTE.** TENANT agrees to comply strictly and in all respects with the requirements of any and all federal, state and local statutes, rules and regulations now or hereinafter existing relating to the discharge, spillage, storage, uncontrolled loss, seepage, filtration, disposal, removal or use of hazardous materials, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act and the Florida Substances Law (collectively the "**Hazardous Waste Law**") [defined terms initial caps only elsewhere?] and with all similar applicable laws and regulations and shall notify LANDLORD promptly in the event of any discharge, spillage, uncontrolled loss, seepage or filtration of oil, petroleum, chemical liquids or solids, liquid or gaseous products or any other Hazardous Materials (a "**Spill**") or the presence of any substance or material presently or hereafter identified to be toxic or hazardous according to any Hazardous Waste Law, including, without limitation, any asbestos, PCBs, radioactive substance, methane, volatile hydrocarbons, acids, pesticides, paints, petroleum based products, lead, cyanide, DDT, printing inks, industrial solvents or any other material or substance which has in the past or could presently or at any time in the future cause or constitute a health, safety or other environmental hazard to any person or property (collectively "**Hazardous Materials**") upon the Leased Premises or the Building, and shall promptly forward to LANDLORD copies of all orders, notices, permits, applications or other communications and reports in connection with any such Spill or Hazardous Materials. TENANT shall not handle, use, generate, manufacture, store or dispose of Hazardous Materials in, upon, under or about the Leased Premises and the Building.

In regard to any Hazardous Materials which the **TENANT** may bring upon the Leased Premises or any Spill, the **TENANT** shall be responsible for any loss, penalty, liability, damage and expense suffered or incurred by **LANDLORD** related to or arising out of (i) any Hazardous Materials brought on the Leased Premises by the **TENANT**; or (ii) any Spill caused by the **TENANT**; which loss, damage, penalty, liability, damage and expense shall include, but not limited to, (a) court costs, attorneys' fees and expenses, and disbursements through and including any appellate proceedings; (b) all foreseeable and unforeseeable consequential damages, directly or indirectly, arising out of the use, generation, storage or disposal of Hazardous Materials by **TENANT**; (c) the cost of any required or necessary repair, clean-up or detoxification of the Project; and (d) the cost of preparation of any closure or other plans required under the Hazardous Waste Law, necessary to sell or lease the Leased Premises or the Building.

27. **RADON DISCLOSURE.** 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.

28. **ENTIRE AGREEMENT.** This Lease contains the entire agreement of the parties, and incorporates all prior discussions and references to **TENANT** as an inducement for the **TENANT** to enter into this Lease. No representations, inducements, promises or agreements, oral or otherwise between the parties not embodied in this Lease shall be of any force or effect.

29. **COMPLIANCE WITH LAWS.** The **TENANT** shall not use the Leased Premises or permit anything to be done in or about the Leased Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which

may hereafter be enacted or promulgated. The **TENANT** shall at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements applicable to the Leased Premises and its use thereof, now in force or which may hereafter be in force.

30. **INSPECTION.** The **LANDLORD** reserves at all times the right to enter the Leased Premises to inspect the same provided, however, except in the case of an emergency (in which case no advance notice need be given), the **LANDLORD** shall first notify the **TENANT**. The **LANDLORD** may submit the Leased Premises to prospective purchasers or tenants, have entry to post notices of nonresponsibility, and to alter, improve, or repair the Leased Premises and any portion of the Building, provided, however, the **LANDLORD** shall be under no duty or obligation to repair the Leased Premises unless expressly otherwise provided in this Lease.

31. **MORTGAGEE'S RIGHTS AND ESTOPPEL LETTERS.** The **TENANT** agrees that this Lease shall be inferior and subordinate to any prior or existing mortgage now on the Project. The **TENANT** agrees upon request to execute any paper or papers which the **LANDLORD** may deem necessary to accomplish that end, provided, however, the subordination set forth herein shall be automatic and shall further be effective notwithstanding that the **TENANT** has not executed any subordination papers as required herein.

32. **SALE BY LANDLORD.** In the event of sale or conveyance by the **LANDLORD** of the Project, the same shall operate to release the **LANDLORD** from any future liability upon any of the covenants or conditions, expressed or implied, herein contained in favor of the **TENANT** provided:

- (a) The purchaser agrees to fulfill and discharge the duties and obligations of the **LANDLORD** hereunder; and

(b) The foregoing shall not apply to release the **LANDLORD** from any claim which, as of the date of said sale or conveyance, has been so identified in writing by the **TENANT** to the **LANDLORD** and further provided that the **LANDLORD** has made inquiry of the **TENANT** to furnish an estoppel certificate in connection with said sale or conveyance. In such event, the **TENANT** agrees to look solely to the purchaser to fulfill the obligations of the **LANDLORD** under this Lease. This Lease shall not be affected by any such sale, and the **TENANT** agrees to attorn to the purchaser.

33. **SIGNS.** The **TENANT** shall not place or maintain or permit to be placed or maintained, and shall promptly remove any that may be placed, (i) any signs or advertising of any kind whatsoever on the exterior of the Leased Premises, or on any exterior windows in said Leased Premises, or elsewhere within the Leased Premises so as to be visible from the exterior of the Building, without the express prior written consent of the **LANDLORD**, and (ii) any awnings, other structures or materials, machinery or equipment of any kind whatsoever on the exterior or extending to the exterior of the Leased Premises. The **TENANT** may erect a sign in accordance with **Exhibit "C"** attached hereto.

34. **EMINENT DOMAIN.** If (a) all of the Leased Premises shall be taken or appropriate by any public or quasi public authority under the power of eminent domain, or (b) such portion of the Leased Premises is so taken which would substantially handicap, impede or impair the **TENANT's** use of the Leased Premises, either party hereto shall have the right, at its option, to terminate this Lease. In either case of full or partial taking, the **LANDLORD** shall be entitled to any and all income, rent, awards, or any interest therein whatsoever which may be paid or made in connection with such public or quasi-public use or purpose and **TENANT** shall have

no claim against the **LANDLORD** for the value of any unexpired term of this Lease. If only a part of the Leased Premises shall be so taken or appropriated, at the **LANDLORD's** option, the rent thereafter to be paid shall be equitably reduced.

39. **ARBITRATION.** In the event any dispute may arise between the parties regarding the provisions of this Lease, the parties agree to submit that dispute to binding arbitration in Seminole County, Florida in accordance with the terms and conditions of the American Arbitration Association. If a decision rendered in said arbitration finds a party to be in default hereunder, that party shall nevertheless have a further period of thirty (30) days from the date of said decision to cure said default and, if said default is so cured, that party shall not be in default under this Lease.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the
dates written below:

ATTEST:



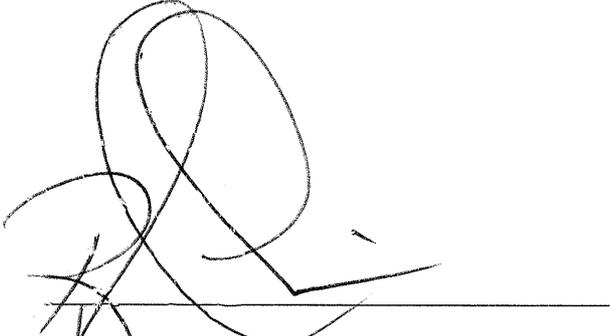
REFLECTIONS AT HIDDEN LAKE, INC.

By: 
_____ Patrick T. Christiansen, President

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

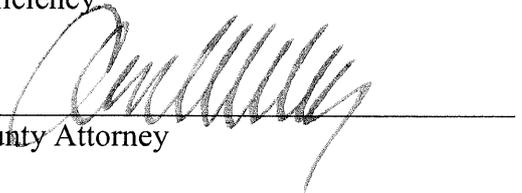
By: 
_____ CARLTON D. HENLEY, Chairman

Date: 6-15-06



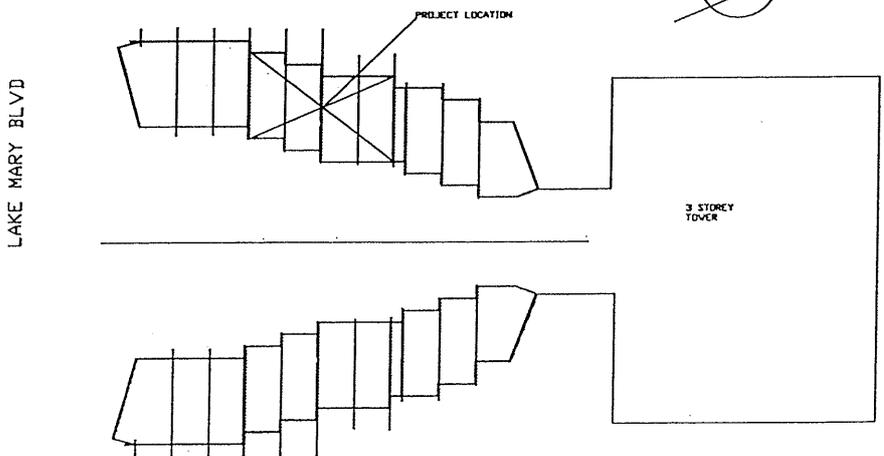
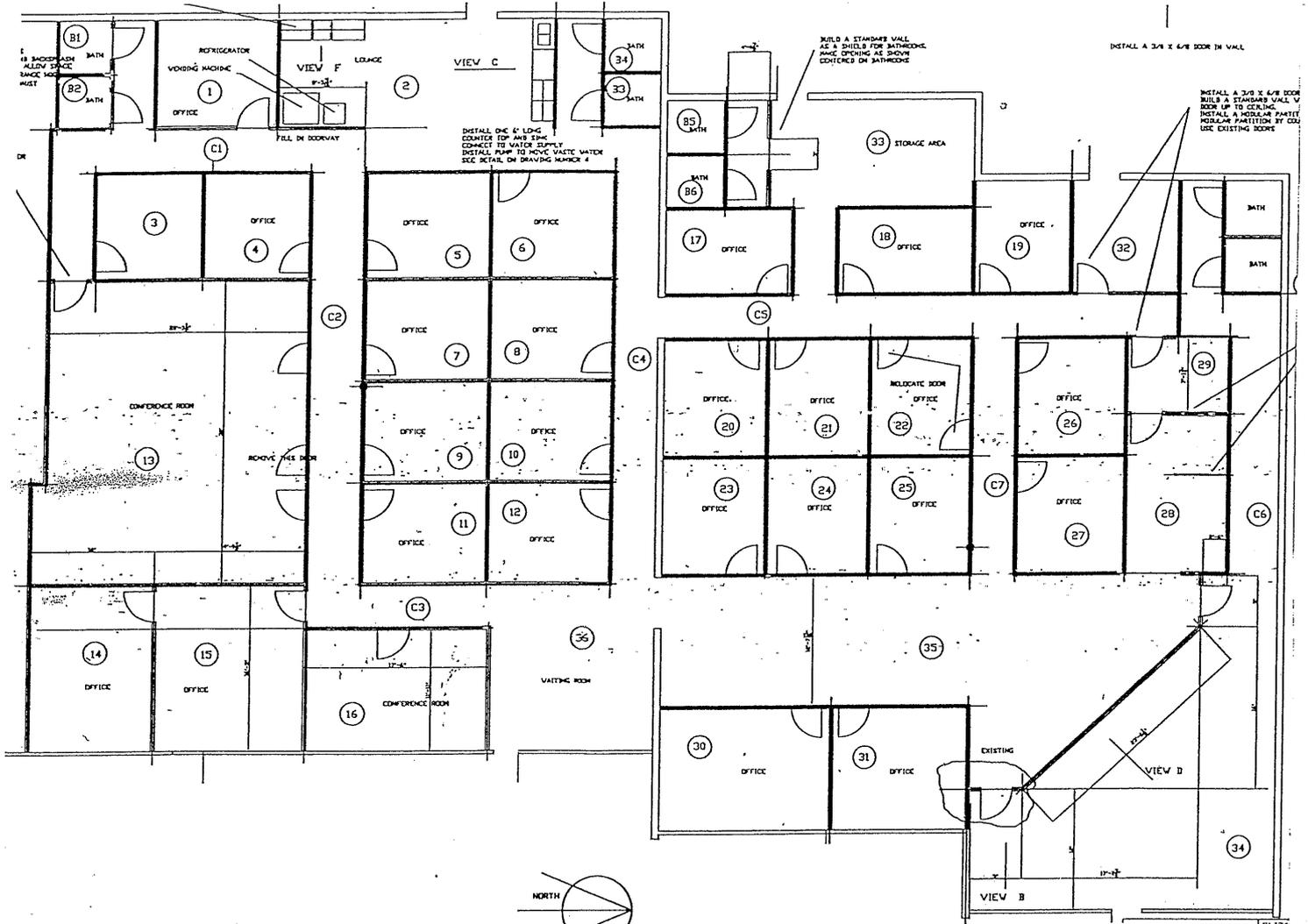
Clerk to the Board of County
Commissioners of Seminole County, Florida

For the use and reliance of Seminole County
only. Approved as to form and legal
sufficiency.


_____ County Attorney

As authorized for execution by the
Board of County Commissioners at
their 13 June, 2006
regular meeting

SKETCH OF ONE STOREY WEST SPACE
532 W. LAKE MARY BLVD., SANFORD, FLORIDA 32773



SITE PLAN

{01027194;1}

Exhibit "A"

THIS EXHIBIT IS NOT APPLICABLE.

SIGN CRITERIA

The **TENANT** shall identify the Leased Premises with a sign in accordance with the following criteria:

1. The **TENANT** shall be required to identify its Leased Premises by a sign. The **TENANT** shall place a sign in accordance with these sign criteria on the Leased Premises within fifteen (15) days after the Rent Commencement Date or the date the **TENANT** opens for business, whichever first occurs.

2. The **TENANT** will be permitted only one sign to be located outside of the entrance way to the Leased Premises.

3. All signs shall be uniform and shall be approved by the **LANDLORD**.

4. The cost of such signage shall be paid for by the **TENANT**.

5. The **LANDLORD** may, in its discretion, maintain a sign directory at the entrance to the Leased Premises off of Lake Mary Boulevard, and should the **LANDLORD** elect to do so, the order and make up of the directory shall be determined by the **LANDLORD**. If the **TENANT** wishes to be identified on said sign, and the **LANDLORD** so approves, the **TENANT** shall pay any cost associated with the placement of the sign on said directory.

6. All signs must meet all applicable building codes.

Except as expressly set forth in this Exhibit "C", the **TENANT** shall have no other right to place any signs in or about the Building.

RULES AND REGULATIONS

In order to serve the public and create and maintain an attractive, well run Building, the **LANDLORD** has established the following rules and regulations. The **TENANT** shall comply with the following rules and regulations:

1. **TENANT** and its employees shall use their best efforts to encourage good will and courtesy within the Building, to its customers, tenants, employees and management, for the betterment of their own business and that of the whole Building.

2. Common Areas are not to be used for business purposes without the specific approval of the **LANDLORD**. In no event shall any handbills, flyers or other promotional devices be placed or distributed in the Common Areas.

3. **TENANT** shall take no action which would adversely affect the Building, nor create any work stoppage, picketing, labor disruption or dispute, or any interference with the business of **LANDLORD** or any other **TENANT** or occupant in the Building, forfeit the rights and privileges of any customer or other persons lawfully in and upon said Building, nor shall **TENANT** cause any impairment or reduction of the good will of the Building.

4. No exterior radio, television, stereo or other similar devices or exterior aerial shall be installed without **LANDLORD**'s written consent and **TENANT** will not cause or permit any noise, vibrations, light, odor or other effects to emanate from the Leased Premises.

5. All deliveries or shipments of any kind, to or from the Leased Premises, including loading of goods, shall be made by way of a **LANDLORD** approved location, and only at such time as reasonably designated for such purpose by **LANDLORD**. The **TENANT** may receive overnight and UPS and similar deliveries in the ordinary course of business.

6. No forklift, tow truck, or any other powered machines for handling freight in the Leased Premises, may be used except in such manner and in these areas in the Leased Premises as may be approved by **LANDLORD** in writing.

7. The interior of **TENANT**'s windows and glass areas shall be kept free of debris by the **TENANT** at all times, and no signs may be placed on the windows without the approval of the **LANDLORD**, said approval not to be unreasonably withheld.

8. Garbage, refuse, trash, boxes, etc., shall be kept in containers and in locations as approved by **LANDLORD** and any municipal authorities having jurisdiction.

9. **TENANT** shall not conduct or permit any fire, bankruptcy, auction or "Going Out Of Business" sales (whether real or fictitious) on the premises without the prior written consent of **LANDLORD**, or utilize any unethical method of business operation.

10. No animals of any kind may be kept on the Leased Premises by **TENANT** or its employees.

LANDLORD may from time to time amend the foregoing or add new rules and regulations for the use and care of the Building as a whole, and the **TENANT** shall comply with said amended and new rules and regulations. All such amended or new rules and regulations shall apply to the Building as a whole, shall be reasonable, and shall not be applicable in regard to the **TENANT** unless and until thirty (30) days notice of said regulations have first been given to the **TENANT**.