
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Subordination, Non-Disturbance and Attornment Agreements for Four (4) Reflections of Seminole County, LLC Leases

DEPARTMENT: Administrative Services

DIVISION: Support Services

AUTHORIZED BY: Frank Raymond

CONTACT: Lorraine Hajeski

EXT: 5250

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute Reflections of Seminole County, LLC Subordination, Non-Disturbance, and Attornment Agreements for four (4) leases: Reflections Tower and Front space, Reflections Tanks offices, Reflections Community Services offices, and Reflections Environmental Services Program Management Contract space.

District 5 Brenda Carey

Meloney Lung

BACKGROUND:

At Reflections, the County currently leases four (4) office spaces: Reflections Tower and Front space, Reflections Tanks offices, Reflections Community Services offices, and Reflections Environmental Services Program Management Contract space. Seminole County Reflections, LLC has recently purchased this property from Reflections at Hidden Lake, Inc. While the County leases with Reflections at Hidden Lake, Inc. do not require that the reassignment of these leases be approved by the Board, the new owners's lender has requested that the Board sign four (4) Subordination, Non-Disturbance, and Attornment Agreements.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute Reflections of Seminole County, LLC Subordination, Non-Disturbance, and Attornment Agreements for four (4) leases: Reflections Tower and Front space, Reflections Tanks offices, Reflections Community Services offices, and Reflections Environmental Services Program Management Contract space.

ATTACHMENTS:

1. Notice of Assignment Reflections Tower-Front
2. Notice of Assignment Reflections Tanks
3. Notice of Assignment Reflections Comm Services
4. Notice of Assignment Reflections EnvSrvs ProjMangmnt
5. Four (4) Reflections Attornment Agreements

Additionally Reviewed By:

County Attorney Review (Ann Colby)

EXECUTION
COPY

PTC-1
11-21-07

ASSIGNMENT OF LEASE

(Seminole County—Reflections at Hidden Lake Building)

THIS ASSIGNMENT OF LEASE (the "**Assignment**") dated and effective the 18th day of December, 2007 from:

REFLECTIONS AT HIDDEN LAKE, INC., a Florida corporation, 520 West Lake Mary Boulevard, Sanford, Florida 32773 (the "**ASSIGNOR**")

to

REFLECTIONS OF SEMINOLE COUNTY, LLC, a Florida limited liability company, 226 North Duval Street, Tallahassee, Florida 32301 (the "**ASSIGNEE**").

RECITALS:

A. On or about January 14, 1993, the **ASSIGNOR**, as the Landlord, and **SEMINOLE COUNTY**, as the Tenant entered into a certain Lease Agreement (as amended, the "**Lease**") pursuant to which the Tenant leased from the Landlord certain space located at the Reflections at Hidden Lake Building, 520 West Lake Mary Boulevard, Sanford, Florida 32773.

B. The **ASSIGNOR** has sold to the **ASSIGNEE** the real property or premises described in the Lease and the **ASSIGNOR** desires to assign to the **ASSIGNEE** all the rights of the **ASSIGNOR** under the Lease.

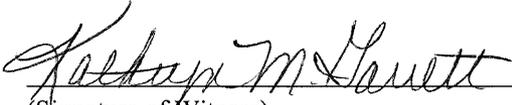
NOW, THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00), the mutual covenants contained herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above Recitals are true and correct.
2. The **ASSIGNOR**, as the Landlord under the Lease, does hereby assign, transfer, remise and set over unto **ASSIGNEE** all of the **ASSIGNOR**'s right, title and interest as the Landlord under the Lease including, but not limited to, the right to receive all future rent payments under the Lease from and after the date hereof (the "**Effective Date**").
3. The **ASSIGNEE** hereby accepts this Assignment and, by way of illustration and not limitation, the **ASSIGNEE** accepts, and agrees to perform, all of the **ASSIGNOR**'s obligations as landlord under the Lease from and after the Effective Date, but **ASSIGNEE** assumes no responsibility for any obligations of the **ASSIGNOR** as landlord under the Lease prior to the Effective Date hereof.
4. The **ASSIGNOR** makes no further representations or warranties of any nature whatsoever in regard to the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first set forth above.

Signed, sealed and delivered in the presence of:

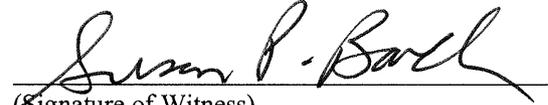
REFLECTIONS AT HIDDEN LAKE, INC.



(Signature of Witness)

Kathryn M. Garrett

(Print Name of Witness)



(Signature of Witness)

SUSAN P. BARCH

(Print Name of Witness)

By: 

Patrick T. Christiansen, President

As to the "ASSIGNOR"

ACCEPTANCE OF ASSIGNMENT

The undersigned, **REFLECTIONS OF SEMINOLE COUNTY, LLC**, being the **ASSIGNEE** as set forth above does hereby:

1. Accept the foregoing Assignment of Lease.
2. Agreed to assume the obligations of the Landlord under the Lease as set forth above.

Dated this 18th day of December, 2007.

Signed, sealed and delivered in
the presence of:

**REFLECTIONS OF
SEMINOLE COUNTY, LLC**

Wm Scott Long
(Signature of Witness)

Wm Scott Lindsay
(Print Name of Witness)

Don Deupless
(Signature of Witness)

Jamie Temple
(Print Name of Witness)

By: [Signature]
Name: James M. Rudnick
Title: Managing Member

As to the "ASSIGNEE"

EXECUTION
COPY

REFLECTIONS AT HIDDEN LAKE, INC.

520 West Lake Mary Boulevard
Sanford, Florida 32773

PTC-1
11-21-07

NOTICE TO TENANT OF ASSIGNMENT OF LEASE

To: **SEMINOLE COUNTY**
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

Re: Sale of the Reflections at Hidden Lake Building (the "**Property**") from
REFLECTIONS AT HIDDEN LAKE, INC. (the "**Seller**") to **REFLECTIONS
OF SEMINOLE COUNTY, LLC.** (the "**Buyer**")

Gentlemen:

You are hereby notified that effective the date hereof (the "**Sale Date**"), the Seller has sold the Property (which includes your commercial space) to the Buyer. As part of said sale, the Seller has assigned to the Buyer the Lease (as amended or modified, the "**Lease**") which you have for approximately 39,041.75 square feet at the Property.

Accordingly, you are hereby notified that effective the date hereof, you are to make all payments due or hereafter to become due after December 1, 2007 under the Lease to the Buyer and to deliver or mail said payments to the Buyer at the following address:

 **REFLECTIONS OF SEMINOLE COUNTY, LLC**
JK 100 Rialto Place Ste. 700
Melbourne, FL 32901

Also, in regard to any insurance policies for which you show Reflections at Hidden Lake, Inc. as an additional insured, you need to have that changed so that Reflections of Seminole County, LLC will be the additional insured and have your insurance agent forward to the above address a revised Insurance Certificate.

The Buyer has assumed all obligations of the Landlord/Lessor under your Lease, including liability for any security deposits you have made; accordingly, the Seller has no further obligation to you under the Lease.

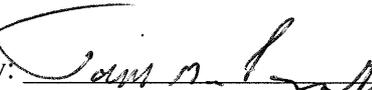
Should you have any questions, the particular person to contact at the Buyer
(Michael Gottlieb) and the telephone number is (407) 6330-2244.

Dated this 18th day of December, 2007.

**REFLECTIONS AT
HIDDEN LAKE, INC.**

**REFLECTIONS OF
SEMINOLE COUNTY, LLC**

By: 
Patrick T. Christiansen, President

By: 
Name: James M. Refnick
Title: Managing Member

PTC/kg

**EXECUTION
COPY**

PTC-1
11-21-07

ASSIGNMENT OF LEASE

(Seminole County Tanks Division—Reflections at Hidden Lake Building)

THIS ASSIGNMENT OF LEASE (the "**Assignment**") dated and effective the 18th day of December, 2007 from:

REFLECTIONS AT HIDDEN LAKE, INC., a Florida corporation, 520 West Lake Mary Boulevard, Sanford, Florida 32773 (the "**ASSIGNOR**")

to

REFLECTIONS OF SEMINOLE COUNTY, LLC, a Florida limited liability company, 226 North Duval Street, Tallahassee, Florida 32301 (the "**ASSIGNEE**").

RECITALS:

A. On or about April 28, 2006, the **ASSIGNOR**, as the Landlord, and **SEMINOLE COUNTY**, as the Tenant entered into a certain Lease Agreement (as amended, the "**Lease**") pursuant to which the Tenant leased from the Landlord certain space located at the Reflections at Hidden Lake Building, 520 West Lake Mary Boulevard, Sanford, Florida 32773.

B. The **ASSIGNOR** has sold to the **ASSIGNEE** the real property or premises described in the Lease and the **ASSIGNOR** desires to assign to the **ASSIGNEE** all the rights of the **ASSIGNOR** under the Lease.

NOW, THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00), the mutual covenants contained herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above Recitals are true and correct.
2. The **ASSIGNOR**, as the Landlord under the Lease, does hereby assign, transfer, remise and set over unto **ASSIGNEE** all of the **ASSIGNOR**'s right, title and interest as the Landlord under the Lease including, but not limited to, the right to receive all future rent payments under the Lease from and after the date hereof (the "**Effective Date**").
3. The **ASSIGNEE** hereby accepts this Assignment and, by way of illustration and not limitation, the **ASSIGNEE** accepts, and agrees to perform, all of the **ASSIGNOR**'s obligations as landlord under the Lease from and after the Effective Date, but **ASSIGNEE** assumes no responsibility for any obligations of the **ASSIGNOR** as landlord under the Lease prior to the Effective Date hereof.
4. The **ASSIGNOR** makes no further representations or warranties of any nature whatsoever in regard to the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first set forth above.

Signed, sealed and delivered in the presence of:

REFLECTIONS AT HIDDEN LAKE, INC.


(Signature of Witness)

Kathryn M. Garrett

(Print Name of Witness)


(Signature of Witness)

SUSAN P. BARCH

(Print Name of Witness)

By: 
Patrick T. Christiansen, President

As to the "ASSIGNOR"

ACCEPTANCE OF ASSIGNMENT

The undersigned, **REFLECTIONS OF SEMINOLE COUNTY, LLC**, being the **ASSIGNEE** as set forth above does hereby:

1. Accept the foregoing Assignment of Lease.
2. Agreed to assume the obligations of the Landlord under the Lease as set forth above.

Dated this 18th day of December, 2007.

Signed, sealed and delivered in
the presence of:

**REFLECTIONS OF
SEMINOLE COUNTY, LLC**

Wm Scott Lindsey
(Signature of Witness)

Wm Scott Lindsey
(Print Name of Witness)

Dai Deeper
(Signature of Witness)

Jamie Temples
(Print Name of Witness)

By: James M. Redmill
Name: James M. Redmill
Title: Managing Member

As to the "ASSIGNEE"

EXECUTION
COPY

REFLECTIONS AT HIDDEN LAKE, INC.

520 West Lake Mary Boulevard
Sanford, Florida 32773

PTC-1
11-21-07

NOTICE TO TENANT OF ASSIGNMENT OF LEASE

To: **SEMINOLE COUNTY**
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

Re: Sale of the Reflections at Hidden Lake Building (the "**Property**") from
REFLECTIONS AT HIDDEN LAKE, INC. (the "**Seller**") to
REFLECTIONS OF SEMINOLE COUNTY, LLC. (the "**Buyer**")

Gentlemen:

You are hereby notified that effective the date hereof (the "**Sale Date**"), the Seller has sold the Property (which includes your commercial space) to the Buyer. As part of said sale, the Seller has assigned to the Buyer the Lease (as amended or modified, the "**Lease**") which you have for approximately 2,813 square feet at the Property.

Accordingly, you are hereby notified that effective the date hereof, you are to make all payments due or hereafter to become due after December 1, 2007 under the Lease to the Buyer and to deliver or mail said payments to the Buyer at the following address:

REFLECTIONS OF SEMINOLE COUNTY, LLC



100 Rialto Place Ste. 700
Melbourne, FL 32901

Also, in regard to any insurance policies for which you show Reflections at Hidden Lake, Inc. as an additional insured, you need to have that changed so that Reflections of Seminole County, LLC will be the additional insured and have your insurance agent forward to the above address a revised Insurance Certificate.

The Buyer has assumed all obligations of the Landlord/Lessor under your Lease, including liability for any security deposits you have made; accordingly, the Seller has no further obligation to you under the Lease.

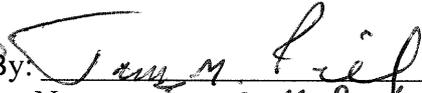
Should you have any questions, the particular person to contact at the Buyer
(Michael Gotlib) and the telephone number is (407) 330-2244.

Dated this 18th day of December, 2007.

**REFLECTIONS AT
HIDDEN LAKE, INC.**

**REFLECTIONS OF
SEMINOLE COUNTY, LLC**

By: 
Patrick T. Christiansen, President

By: 
Name: James M. Rudnick
Title: Managing Member

PTC/kg

ASSIGNMENT OF LEASE

(Seminole County Community Services—Reflections at Hidden Lake Building)

THIS ASSIGNMENT OF LEASE (the "**Assignment**") dated and effective the 18th day of December, 2007 from:

REFLECTIONS AT HIDDEN LAKE, INC., a Florida corporation, 520 West Lake Mary Boulevard, Sanford, Florida 32773 (the "**ASSIGNOR**")

to

REFLECTIONS OF SEMINOLE COUNTY, LLC, a Florida limited liability company, 226 North Duval Street, Tallahassee, Florida 32301 (the "**ASSIGNEE**").

RECITALS:

A. On or about June 15, 2006, the **ASSIGNOR**, as the Landlord, and **SEMINOLE COUNTY**, as the Tenant entered into a certain Lease Agreement (the "**Lease**") pursuant to which the Tenant leased from the Landlord certain space located at the Reflections at Hidden Lake Building, 520 West Lake Mary Boulevard, Sanford, Florida 32773.

B. The **ASSIGNOR** has sold to the **ASSIGNEE** the real property or premises described in the Lease and the **ASSIGNOR** desires to assign to the **ASSIGNEE** all the rights of the **ASSIGNOR** under the Lease.

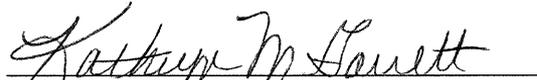
NOW, THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00), the mutual covenants contained herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above Recitals are true and correct.
2. The **ASSIGNOR**, as the Landlord under the Lease, does hereby assign, transfer, remise and set over unto **ASSIGNEE** all of the **ASSIGNOR**'s right, title and interest as the Landlord under the Lease including, but not limited to, the right to receive all future rent payments under the Lease from and after the date hereof (the "**Effective Date**").
3. The **ASSIGNEE** hereby accepts this Assignment and, by way of illustration and not limitation, the **ASSIGNEE** accepts, and agrees to perform, all of the **ASSIGNOR**'s obligations as landlord under the Lease from and after the Effective Date, but **ASSIGNEE** assumes no responsibility for any obligations of the **ASSIGNOR** as landlord under the Lease prior to the Effective Date hereof.
4. The **ASSIGNOR** makes no further representations or warranties of any nature whatsoever in regard to the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first set forth above.

Signed, sealed and delivered in the presence of:

REFLECTIONS AT HIDDEN LAKE, INC.



(Signature of Witness)

Kathryn M. Garrett

(Print Name of Witness)



(Signature of Witness)

SUSAN P. BARCH

(Print Name of Witness)

By: 

Patrick T. Christiansen, President

As to the "ASSIGNOR"

ACCEPTANCE OF ASSIGNMENT

The undersigned, **REFLECTIONS OF SEMINOLE COUNTY, LLC**, being the **ASSIGNEE** as set forth above does hereby:

1. Accept the foregoing Assignment of Lease.
2. Agreed to assume the obligations of the Landlord under the Lease as set forth above.

Dated this 18~~th~~ day of December, 2007.

Signed, sealed and delivered in
the presence of:

**REFLECTIONS OF
SEMINOLE COUNTY, LLC**

Wm Scott Lindsey
(Signature of Witness)

Wm Scott Lindsey
(Print Name of Witness)

Orin Temples
(Signature of Witness)

Jamie Temples
(Print Name of Witness)

By: James M. Rodrick
Name: Managing James M. Rodrick
Title: Managing Member

As to the "ASSIGNEE"

EXECUTION
COPY

REFLECTIONS AT HIDDEN LAKE, INC.

520 West Lake Mary Boulevard
Sanford, Florida 32773

PTC-1
11-21-07

NOTICE TO TENANT OF ASSIGNMENT OF LEASE

To: **SEMINOLE COUNTY
COMMUNITY SERVICES**
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

Re: Sale of the Reflections at Hidden Lake Building (the "**Property**") from
REFLECTIONS AT HIDDEN LAKE, INC. (the "**Seller**") to
REFLECTIONS OF SEMINOLE COUNTY, LLC. (the "**Buyer**")

Gentlemen:

You are hereby notified that effective the date hereof (the "**Sale Date**"), the Seller has sold the Property (which includes your commercial space) to the Buyer. As part of said sale, the Seller has assigned to the Buyer the Lease (as amended or modified, the "**Lease**") which you have for approximately 8,635 square feet at the Property.

Accordingly, you are hereby notified that effective the date hereof, you are to make all payments due or hereafter to become due after December 1, 2007 under the Lease to the Buyer and to deliver or mail said payments to the Buyer at the following address:

  **REFLECTIONS OF SEMINOLE COUNTY, LLC**
100 Rialto Place Ste. 700
Melbourne, FL 32901

Also, in regard to any insurance policies for which you show Reflections at Hidden Lake, Inc. as an additional insured, you need to have that changed so that Reflections of Seminole County, LLC will be the additional insured and have your insurance agent forward to the above address a revised Insurance Certificate.

The Buyer has assumed all obligations of the Landlord/Lessor under your Lease, including liability for any security deposits you have made; accordingly, the Seller has no further obligation to you under the Lease.

Should you have any questions, the particular person to contact at the Buyer (_____) and the telephone number is (____) _____.

Dated this 18th day of December, 2007.

**REFLECTIONS AT
HIDDEN LAKE, INC.**

By: 
Patrick T. Christiansen, President

**REFLECTIONS OF
SEMINOLE COUNTY, LLC**

By: 
Name: James M. Rednick
Title: Managing Member

PTC/kg

**EXECUTION
COPY**

PTC-1
11-21-07

ASSIGNMENT OF LEASE

(Seminole County Environmental Services (CH2M Hill)—Reflections at Hidden Lake Building)

THIS ASSIGNMENT OF LEASE (the "**Assignment**") dated and effective the 18th day of December, 2007 from:

REFLECTIONS AT HIDDEN LAKE, INC., a Florida corporation, 520 West Lake Mary Boulevard, Sanford, Florida 32773 (the "**ASSIGNOR**")

to

REFLECTIONS OF SEMINOLE COUNTY, LLC, a Florida limited liability company, 226 North Duval Street, Tallahassee, Florida 32301 (the "**ASSIGNEE**").

RECITALS:

A. On or about April 28, 2006, the **ASSIGNOR**, as the Landlord, and **SEMINOLE COUNTY**, as the Tenant entered into a certain Lease Agreement (as amended, the "**Lease**") pursuant to which the Tenant leased from the Landlord certain space located at the Reflections at Hidden Lake Building, 520 West Lake Mary Boulevard, Sanford, Florida 32773.

B. The **ASSIGNOR** has sold to the **ASSIGNEE** the real property or premises described in the Lease and the **ASSIGNOR** desires to assign to the **ASSIGNEE** all the rights of the **ASSIGNOR** under the Lease.

NOW, THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00), the mutual covenants contained herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above Recitals are true and correct.
2. The **ASSIGNOR**, as the Landlord under the Lease, does hereby assign, transfer, remise and set over unto **ASSIGNEE** all of the **ASSIGNOR**'s right, title and interest as the Landlord under the Lease including, but not limited to, the right to receive all future rent payments under the Lease from and after the date hereof (the "**Effective Date**").
3. The **ASSIGNEE** hereby accepts this Assignment and, by way of illustration and not limitation, the **ASSIGNEE** accepts, and agrees to perform, all of the **ASSIGNOR**'s obligations as landlord under the Lease from and after the Effective Date, but **ASSIGNEE** assumes no responsibility for any obligations of the **ASSIGNOR** as landlord under the Lease prior to the Effective Date hereof.
4. The **ASSIGNOR** makes no further representations or warranties of any nature whatsoever in regard to the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first set forth above.

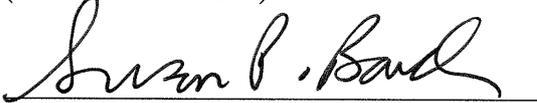
Signed, sealed and delivered in the presence of:

REFLECTIONS AT HIDDEN LAKE, INC.


(Signature of Witness)

Kathryn M. Garrett

(Print Name of Witness)


(Signature of Witness)

SUSAN P. BARCH

(Print Name of Witness)

By: 
Patrick T. Christiansen, President

As to the "ASSIGNOR"

ACCEPTANCE OF ASSIGNMENT

The undersigned, **REFLECTIONS OF SEMINOLE COUNTY, LLC**, being the **ASSIGNEE** as set forth above does hereby:

1. Accept the foregoing Assignment of Lease.
2. Agreed to assume the obligations of the Landlord under the Lease as set forth above.

Dated this 18th day of December, 2007.

Signed, sealed and delivered in
the presence of:

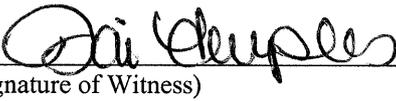
**REFLECTIONS OF
SEMINOLE COUNTY, LLC**



(Signature of Witness)

Wm Scott Lindsey

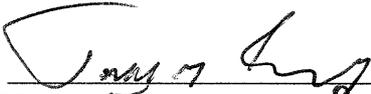
(Print Name of Witness)



(Signature of Witness)

Jamie Temple

(Print Name of Witness)

By: 

Name: James M. Rodrique
Title: Managing Member

As to the "ASSIGNEE"

EXECUTION
COPY

REFLECTIONS AT HIDDEN LAKE, INC.

520 West Lake Mary Boulevard
Sanford, Florida 32773

PTC-1
11-21-07

NOTICE TO TENANT OF ASSIGNMENT OF LEASE

To: **SEMINOLE COUNTY**
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

Re: Sale of the Reflections at Hidden Lake Building (the "**Property**") from
REFLECTIONS AT HIDDEN LAKE, INC. (the "**Seller**") to
REFLECTIONS OF SEMINOLE COUNTY, LLC. (the "**Buyer**")

Gentlemen:

You are hereby notified that effective the date hereof (the "**Sale Date**"), the Seller has sold the Property (which includes your commercial space) to the Buyer. As part of said sale, the Seller has assigned to the Buyer the Lease (as amended or modified, the "**Lease**") which you have for approximately 2651 square feet at the Property.

Accordingly, you are hereby notified that effective the date hereof, you are to make all payments due or hereafter to become due after December 1, 2007 under the Lease to the Buyer and to deliver or mail said payments to the Buyer at the following address:

REFLECTIONS OF SEMINOLE COUNTY, LLC

100 Rialto Place Ste. 700
Melbourne, FL 32901

Also, in regard to any insurance policies for which you show Reflections at Hidden Lake, Inc. as an additional insured, you need to have that changed so that Reflections of Seminole County, LLC will be the additional insured and have your insurance agent forward to the above address a revised Insurance Certificate.

The Buyer has assumed all obligations of the Landlord/Lessor under your Lease, including liability for any security deposits you have made; accordingly, the Seller has no further obligation to you under the Lease.

Should you have any questions, the particular person to contact at the Buyer
(Michael Smith) and the telephone number is (407) 330-2244.

Dated this 18th day of December, 2007.

**REFLECTIONS AT
HIDDEN LAKE, INC.**

**REFLECTIONS OF
SEMINOLE COUNTY, LLC**

By: 
Patrick T. Christiansen, President

By: 
Name: James M. Rodnick
Title: Managing Member

PTC/kg

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT made effective as of the ___ day of _____, 2007, among American Equity Investment Life Insurance Company ("Lender"), Reflections of Seminole County, LLC ("Lessor") and SEMINOLE COUNTY ("Lessee").
Front & Tower

WITNESSETH:

WHEREAS, Lender has agreed to make a loan to Lessor (the "Loan");

WHEREAS, the Loan is to be secured by, among other things, a Mortgage, Security Agreement, Financing Statement and Assignment of Rents (the "Mortgage") executed by Lessor for the benefit of Lender, creating a first lien upon that certain tract of real property described on Exhibit "A" attached hereto, together with the improvements constructed or to be constructed thereon (the "Property"), and such other security agreements, financing statements and assignments as Lender may require (the Mortgage and all such other security instruments to be referred to collectively as the "Collateral Documents");

WHEREAS, Lessee is in possession of the Property under and by virtue of a written lease (the "Lease"), dated the 14th day of JANUARY, 1993

WHEREAS, as Lessor is purchasing the Property and will become the landlord under the Lease;

WHEREAS, Lender will not make the Loan to Lessor unless and until Lessee expressly subordinates the Lease and all of Lessee's rights thereunder to the Collateral Documents and the liens and security interests created thereby;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto hereby agree as follows:

1. Subordination. The Lease and all of Lessee's rights thereunder (including, without limitation, any option or right of first refusal) are, shall be and remain and are expressly made, subordinate and inferior to the Collateral Documents and the liens and security interests created thereby, regardless of how often or in what manner the Loan, together with the liens securing the same, and any of the Collateral Documents, may be increased, renewed, extended or modified.

2. Non-Disturbance. So long as Lessee is not in default in the performance of any of the terms, covenants or conditions of the Lease on Lessee's part to be performed, Lessee's possession and occupancy of the Property and Lessee's rights and privileges under the Lease shall not be diminished or interfered with by Lender in the exercise of any of Lender's rights

under the Mortgage.

3. Attornment. In the event of the foreclosure of the lien of the Mortgage or if the Property is conveyed to Lender by deed in lieu of foreclosure, Lessee shall attorn to Lender or the purchaser upon any such conveyance or foreclosure sale and shall recognize Lender or such purchaser as Lessor under the Lease and Lender or such purchaser shall have the same rights and remedies under the Lease as Lessor. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of any of the parties hereto. Lessee agrees, however, to execute and deliver at any time and from time to time, upon the request of Lender or any such purchaser (1) any instrument or certificate which, in the reasonable judgment of Lender or such purchaser, may be necessary or appropriate to evidence such attornment, and (2) an estoppel certificate regarding the status of the Lease, consisting of statements, if true, (i) that the Lease is in full force and effect, (ii) the date through which rentals have been paid, (iii) the date of the commencement of the term of the Lease, (iv) the nature of any amendments or modifications to the Lease, (v) that no default, or state of facts, which with the passage of time or notice would constitute a default, exists on the part of either party to the Lease, and (vi) the date on which payment of percentage rentals, if any, are due under the terms of the Lease. Further, from and after any such attornment, Lender or such purchaser shall be bound to Lessee under all of the terms, covenants and conditions of the Lease; provided however, that Lender or such purchaser shall not be:

- (a) liable for any action or omission of any prior lessor (including Lessor);
- (b) bound by any rent which Lessee might have paid for more than the current month to any prior lessor (including Lessor);
- (c) liable for the return or application of any security deposits unless Lessor delivers such deposits to Lender or such purchaser;
- (d) bound by any amendment or modification of the Lease made without Lender's written consent, which consent shall not be unreasonably withheld; or
- (e) subject to any offsets or deficiencies which Lessee might be entitled to assert against any prior lessor (including Lessor).

4. No Diminution of Lessor's Rights. Nothing contained herein is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of Lessor under the Lease in the event of default by Lessee in the performance of any of the terms, covenants or conditions of the Lease on Lessee's part to be performed.

5. Default. If and when Lessee notifies Lessor of a default or claimed default by Lessor under the Lease, Lessee shall send a copy of the written notice or a written explanation of any oral notice (the "Notice") concurrently therewith to Lender. Lender shall be permitted to remedy any such default or claimed default specified in the Notice within an equal period of time, commencing on the date Lender receives or is deemed to have received such notice, that Lessor would be permitted to remedy same pursuant to the Lease. Notwithstanding the

8. Choice of Law. The validity and construction of this Agreement shall be governed by the laws of the State of Florida.

9. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, and any purchaser or purchasers at foreclosure of the Property, and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the day and year first above written.

"LENDER"
AMERICAN EQUITY INVESTMENT LIFE
INSURANCE COMPANY, an Iowa corporation

By: _____
James M. Gerlach, Executive Vice President

"LESSOR"
REFLECTIONS OF SEMINOLE COUNTY, LLC,
a Florida limited liability company

By: _____
James M. Rudnick, Managing Member

ATTEST:

By: _____ Maryanne Morse, 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

By: _____ County Attorney

Board of County Commissioners
Seminole County, Florida

By: _____ Brenda Carey, Chairman

As authorized for execution by the Board of County Commissioners at their _____, _____
regular meeting

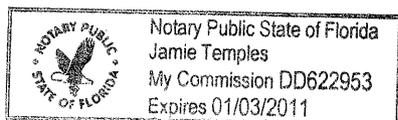
Notary Public in and for said county and state

STATE OF FLORIDA, COUNTY OF LEON, ss:

The foregoing instrument was acknowledged before me this 14th day of December, 2007, by James M. Rudnick, Managing Member of Reflections of Seminole County, LLC, a Florida limited liability company, on behalf of the limited liability company. He is personally known to me.

Jamie Temples
Signature

Jamie Temples
Type or Print name



NOTARY PUBLIC
My commission expires: 1/3/11

STATE OF _____, COUNTY OF _____:ss:

[Insert notary language for Lessee]

Exhibit "A"

LEGAL DESCRIPTION OF PROPERTY

All of Block B, REVISED PLAT OF HIDDEN LAKE UNIT 1-A, according to the Plat thereof as recorded in Plat Book 17, Pages 99 and 100, Public Records of Seminole County, Florida, LESS AND EXCEPT the following described property, to-wit:

That portion of Block B, REVISED PLAT OF HIDDEN LAKE UNIT 1-A, according to the Plat thereof as recorded in Plat Book 17, Pages 99 and 100, Public Records of Seminole County, Florida, more particularly described as follows: Begin at the Northwest corner of said Block B; thence run North 45°00'00" East, along the Northerly line of said Block B, 223.281 feet to a point on the Westerly right-of-way line of Hidden Lake Drive as recorded in said REVISED PLAT OF HIDDEN LAKE UNIT 1-A, said point also being on a curve concave Southwesterly and having a radius of 321.830 feet; thence from a tangent bearing of South 26°47'49" East, run Southerly along arc of said curve and said Westerly right-of-way line 59.382 feet through a central angle of 10°34'19" to a point of tangency; thence run South 16°13'30" East, along said Westerly right of way line 571.48 feet to a point on a curve concave Southerly and having a radius of 2760.08 feet; thence leaving said Westerly right of way line, from a tangent bearing of South 67°03'57" West run Westerly along arc of said curve 64.99 feet through a central angle of 01°20'57" to the point of tangency; thence run South 65°43'00" West 200.3 feet to the Westerly line of said Block B; thence North 09°36'30" West along said Westerly line 562.86 feet to the Point of Beginning.

LESS: Right of Way for Lake Mary Boulevard.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT made effective as of the ___ day of _____, 2007, among American Equity Investment Life Insurance Company ("Lender"), Reflections of Seminole County, LLC ("Lessor") and SEMINOLE COUNTY ("Lessee").

ENVIRONMENTAL PROJECT MANAGEMENT (CH 2 M HILL SPACE)
WITNESSETH:

WHEREAS, Lender has agreed to make a loan to Lessor (the "Loan");

WHEREAS, the Loan is to be secured by, among other things, a Mortgage, Security Agreement, Financing Statement and Assignment of Rents (the "Mortgage") executed by Lessor for the benefit of Lender, creating a first lien upon that certain tract of real property described on Exhibit "A" attached hereto, together with the improvements constructed or to be constructed thereon (the "Property"), and such other security agreements, financing statements and assignments as Lender may require (the Mortgage and all such other security instruments to be referred to collectively as the "Collateral Documents");

WHEREAS, Lessee is in possession of the Property under and by virtue of a written lease (the "Lease"), dated the 28th day of APRIL, 2006

WHEREAS, as Lessor is purchasing the Property and will become the landlord under the Lease;

WHEREAS, Lender will not make the Loan to Lessor unless and until Lessee expressly subordinates the Lease and all of Lessee's rights thereunder to the Collateral Documents and the liens and security interests created thereby;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto hereby agree as follows:

1. Subordination. The Lease and all of Lessee's rights thereunder (including, without limitation, any option or right of first refusal) are, shall be and remain and are expressly made, subordinate and inferior to the Collateral Documents and the liens and security interests created thereby, regardless of how often or in what manner the Loan, together with the liens securing the same, and any of the Collateral Documents, may be increased, renewed, extended or modified.
2. Non-Disturbance. So long as Lessee is not in default in the performance of any of the terms, covenants or conditions of the Lease on Lessee's part to be performed, Lessee's possession and occupancy of the Property and Lessee's rights and privileges under the Lease shall not be diminished or interfered with by Lender in the exercise of any of Lender's rights

under the Mortgage.

3. Attornment. In the event of the foreclosure of the lien of the Mortgage or if the Property is conveyed to Lender by deed in lieu of foreclosure, Lessee shall attorn to Lender or the purchaser upon any such conveyance or foreclosure sale and shall recognize Lender or such purchaser as Lessor under the Lease and Lender or such purchaser shall have the same rights and remedies under the Lease as Lessor. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of any of the parties hereto. Lessee agrees, however, to execute and deliver at any time and from time to time, upon the request of Lender or any such purchaser (1) any instrument or certificate which, in the reasonable judgment of Lender or such purchaser, may be necessary or appropriate to evidence such attornment, and (2) an estoppel certificate regarding the status of the Lease, consisting of statements, if true, (i) that the Lease is in full force and effect, (ii) the date through which rentals have been paid, (iii) the date of the commencement of the term of the Lease, (iv) the nature of any amendments or modifications to the Lease, (v) that no default, or state of facts, which with the passage of time or notice would constitute a default, exists on the part of either party to the Lease, and (vi) the date on which payment of percentage rentals, if any, are due under the terms of the Lease. Further, from and after any such attornment, Lender or such purchaser shall be bound to Lessee under all of the terms, covenants and conditions of the Lease; provided however, that Lender or such purchaser shall not be:

- (a) liable for any action or omission of any prior lessor (including Lessor);
- (b) bound by any rent which Lessee might have paid for more than the current month to any prior lessor (including Lessor);
- (c) liable for the return or application of any security deposits unless Lessor delivers such deposits to Lender or such purchaser;
- (d) bound by any amendment or modification of the Lease made without Lender's written consent, which consent shall not be unreasonably withheld; or
- (e) subject to any offsets or deficiencies which Lessee might be entitled to assert against any prior lessor (including Lessor).

4. No Diminution of Lessor's Rights. Nothing contained herein is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of Lessor under the Lease in the event of default by Lessee in the performance of any of the terms, covenants or conditions of the Lease on Lessee's part to be performed.

5. Default. If and when Lessee notifies Lessor of a default or claimed default by Lessor under the Lease, Lessee shall send a copy of the written notice or a written explanation of any oral notice (the "Notice") concurrently therewith to Lender. Lender shall be permitted to remedy any such default or claimed default specified in the Notice within an equal period of time, commencing on the date Lender receives or is deemed to have received such notice, that Lessor would be permitted to remedy same pursuant to the Lease. Notwithstanding the

foregoing provisions of this paragraph 5, Lender shall have a minimum of 30 days after its receipt of the Notice to remedy the default or claimed default; provided, however, where such a default cannot be remedied with reasonable diligence by Lender within 30 days, Lender shall have such additional time as is reasonably necessary to remedy the default with reasonable diligence and continuity. Furthermore, if a default can be reasonably remedied only by Lender's first obtaining possession of the Property, Lender shall have any additional time as is reasonably necessary under the circumstances to obtain possession of the Property and such time thereafter to remedy the default with reasonable diligence and continuity. The provisions of this paragraph 5 shall continue in full force and effect until Lessee has received notice to the contrary from Lender.

6. Amendment to Lease. Lessee agrees to not enter into any agreement with Lessor purporting to change or terminate the Lease without Lender's joinder and prior written consent. Lessee agrees that any attempted change to or termination of the Lease made without Lender's joinder and prior written consent shall be void and of no force or effect.

7. Notices. Any notice or communication required or permitted hereunder shall be effective only if given in writing, signed by the party giving such notice, and delivered either personally to such other party, or sent by nationally recognized overnight courier delivery service or by certified mail of the United States Postal Service, postage prepaid, return receipt requested, addressed to the other party as follows (or to such other address or person as either party or person entitled to notice may by written notice to the other party specify):

To Lender: American Equity Investment Life Insurance Company
Mailing address: P. O. Box 71216
Des Moines, IA 50325
Attention: Mortgage Loan Department

Delivery address: 5000 Westown Parkway, Suite 440
West Des Moines, IA 50266
Attention: Mortgage Loan Department

To Lessor: Reflections of Seminole County, LLC
226 North Duval Street
Tallahassee, FL 32301
Attention: James M. Rudnick

To Lessee: _____

Attention: _____

Unless otherwise specified, notices shall be deemed given as follows: (i) if delivered personally, when delivered; (ii) if delivered by nationally recognized overnight courier delivery service, on the next business day following the day such material is sent, and (iii) if by certified mail, three (3) days after such material is deposited in the United States Mail.

8. Choice of Law. The validity and construction of this Agreement shall be governed by the laws of the State of Florida.

9. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, and any purchaser or purchasers at foreclosure of the Property, and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the day and year first above written.

"LENDER"
AMERICAN EQUITY INVESTMENT LIFE
INSURANCE COMPANY, an Iowa corporation

By: _____
James M. Gerlach, Executive Vice President

"LESSOR"
REFLECTIONS OF SEMINOLE COUNTY, LLC,
a Florida limited liability company

By: _____
James M. Rudnick, Managing Member

ATTEST:

By: _____ Maryanne Morse, 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

By: _____ County Attorney

Board of County Commissioners
Seminole County, Florida

By: _____ Brenda Carey, Chairman

As authorized for execution by the Board of County Commissioners at their _____, _____
regular meeting

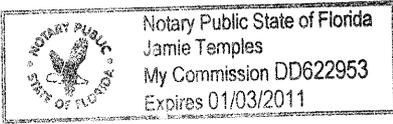
Notary Public in and for said county and state

STATE OF FLORIDA, COUNTY OF LEON, ss:

The foregoing instrument was acknowledged before me this 14th day of December, 2007, by James M. Rudnick, Managing Member of Reflections of Seminole County, LLC, a Florida limited liability company, on behalf of the limited liability company. He is personally known to me.

Jamie Temples
Signature

Jamie Temples
Type or Print name



NOTARY PUBLIC

My commission expires: 1/3/11

STATE OF _____, COUNTY OF _____:ss:

[Insert notary language for Lessee]

Exhibit "A"

LEGAL DESCRIPTION OF PROPERTY

All of Block B, REVISED PLAT OF HIDDEN LAKE UNIT 1-A, according to the Plat thereof as recorded in Plat Book 17, Pages 99 and 100, Public Records of Seminole County, Florida, LESS AND EXCEPT the following described property, to-wit:

That portion of Block B, REVISED PLAT OF HIDDEN LAKE UNIT 1-A, according to the Plat thereof as recorded in Plat Book 17, Pages 99 and 100, Public Records of Seminole County, Florida, more particularly described as follows: Begin at the Northwest corner of said Block B; thence run North 45°00'00" East, along the Northerly line of said Block B, 223.281 feet to a point on the Westerly right-of-way line of Hidden Lake Drive as recorded in said REVISED PLAT OF HIDDEN LAKE UNIT 1-A, said point also being on a curve concave Southwesterly and having a radius of 321.830 feet; thence from a tangent bearing of South 26°47'49" East, run Southerly along arc of said curve and said Westerly right-of-way line 59.362 feet through a central angle of 10°34'19" to a point of tangency; thence run South 16°13'30" East, along said Westerly right of way line 571.48 feet to a point on a curve concave Southerly and having a radius of 2760.08 feet; thence leaving said Westerly right of way line, from a tangent bearing of South 67°03'57" West run Westerly along arc of said curve 64.99 feet through a central angle of 01°20'57" to the point of tangency; thence run South 65°43'00" West 200.3 feet to the Westerly line of said Block B; thence North 09°56'30" West along said Westerly line 562.86 feet to the Point of Beginning.

LESS: Right of Way for Lake Mary Boulevard.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT made effective as of the ___ day of _____, 2007, among American Equity Investment Life Insurance Company ("Lender"), Reflections of Seminole County, LLC ("Lessor") and SEMINOLE COUNTY ("Lessee").

COMMUNITY SERVICES
WITNESSETH:

WHEREAS, Lender has agreed to make a loan to Lessor (the "Loan");

WHEREAS, the Loan is to be secured by, among other things, a Mortgage, Security Agreement, Financing Statement and Assignment of Rents (the "Mortgage") executed by Lessor for the benefit of Lender, creating a first lien upon that certain tract of real property described on Exhibit "A" attached hereto, together with the improvements constructed or to be constructed thereon (the "Property"), and such other security agreements, financing statements and assignments as Lender may require (the Mortgage and all such other security instruments to be referred to collectively as the "Collateral Documents");

WHEREAS, Lessee is in possession of the Property under and by virtue of a written lease (the "Lease"), dated the 15th day of JUNE, 2006

WHEREAS, as Lessor is purchasing the Property and will become the landlord under the Lease;

WHEREAS, Lender will not make the Loan to Lessor unless and until Lessee expressly subordinates the Lease and all of Lessee's rights thereunder to the Collateral Documents and the liens and security interests created thereby;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto hereby agree as follows:

1. Subordination. The Lease and all of Lessee's rights thereunder (including, without limitation, any option or right of first refusal) are, shall be and remain and are expressly made, subordinate and inferior to the Collateral Documents and the liens and security interests created thereby, regardless of how often or in what manner the Loan, together with the liens securing the same, and any of the Collateral Documents, may be increased, renewed, extended or modified.

2. Non-Disturbance. So long as Lessee is not in default in the performance of any of the terms, covenants or conditions of the Lease on Lessee's part to be performed, Lessee's possession and occupancy of the Property and Lessee's rights and privileges under the Lease shall not be diminished or interfered with by Lender in the exercise of any of Lender's rights

under the Mortgage.

3. Attornment. In the event of the foreclosure of the lien of the Mortgage or if the Property is conveyed to Lender by deed in lieu of foreclosure, Lessee shall attorn to Lender or the purchaser upon any such conveyance or foreclosure sale and shall recognize Lender or such purchaser as Lessor under the Lease and Lender or such purchaser shall have the same rights and remedies under the Lease as Lessor. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of any of the parties hereto. Lessee agrees, however, to execute and deliver at any time and from time to time, upon the request of Lender or any such purchaser (1) any instrument or certificate which, in the reasonable judgment of Lender or such purchaser, may be necessary or appropriate to evidence such attornment, and (2) an estoppel certificate regarding the status of the Lease, consisting of statements, if true, (i) that the Lease is in full force and effect, (ii) the date through which rentals have been paid, (iii) the date of the commencement of the term of the Lease, (iv) the nature of any amendments or modifications to the Lease, (v) that no default, or state of facts, which with the passage of time or notice would constitute a default, exists on the part of either party to the Lease, and (vi) the date on which payment of percentage rentals, if any, are due under the terms of the Lease. Further, from and after any such attornment, Lender or such purchaser shall be bound to Lessee under all of the terms, covenants and conditions of the Lease; provided however, that Lender or such purchaser shall not be:

- (a) liable for any action or omission of any prior lessor (including Lessor);
- (b) bound by any rent which Lessee might have paid for more than the current month to any prior lessor (including Lessor);
- (c) liable for the return or application of any security deposits unless Lessor delivers such deposits to Lender or such purchaser;
- (d) bound by any amendment or modification of the Lease made without Lender's written consent, which consent shall not be unreasonably withheld; or
- (e) subject to any offsets or deficiencies which Lessee might be entitled to assert against any prior lessor (including Lessor).

4. No Diminution of Lessor's Rights. Nothing contained herein is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of Lessor under the Lease in the event of default by Lessee in the performance of any of the terms, covenants or conditions of the Lease on Lessee's part to be performed.

5. Default. If and when Lessee notifies Lessor of a default or claimed default by Lessor under the Lease, Lessee shall send a copy of the written notice or a written explanation of any oral notice (the "Notice") concurrently therewith to Lender. Lender shall be permitted to remedy any such default or claimed default specified in the Notice within an equal period of time, commencing on the date Lender receives or is deemed to have received such notice, that Lessor would be permitted to remedy same pursuant to the Lease. Notwithstanding the

foregoing provisions of this paragraph 5, Lender shall have a minimum of 30 days after its receipt of the Notice to remedy the default or claimed default; provided, however, where such a default cannot be remedied with reasonable diligence by Lender within 30 days, Lender shall have such additional time as is reasonably necessary to remedy the default with reasonable diligence and continuity. Furthermore, if a default can be reasonably remedied only by Lender's first obtaining possession of the Property, Lender shall have any additional time as is reasonably necessary under the circumstances to obtain possession of the Property and such time thereafter to remedy the default with reasonable diligence and continuity. The provisions of this paragraph 5 shall continue in full force and effect until Lessee has received notice to the contrary from Lender.

6. Amendment to Lease. Lessee agrees to not enter into any agreement with Lessor purporting to change or terminate the Lease without Lender's joinder and prior written consent. Lessee agrees that any attempted change to or termination of the Lease made without Lender's joinder and prior written consent shall be void and of no force or effect.

7. Notices. Any notice or communication required or permitted hereunder shall be effective only if given in writing, signed by the party giving such notice, and delivered either personally to such other party, or sent by nationally recognized overnight courier delivery service or by certified mail of the United States Postal Service, postage prepaid, return receipt requested, addressed to the other party as follows (or to such other address or person as either party or person entitled to notice may by written notice to the other party specify):

To Lender: American Equity Investment Life Insurance Company
Mailing address: P. O. Box 71216
Des Moines, IA 50325
Attention: Mortgage Loan Department

Delivery address: 5000 Westown Parkway, Suite 440
West Des Moines, IA 50266
Attention: Mortgage Loan Department

To Lessor: Reflections of Seminole County, LLC
226 North Duval Street
Tallahassee, FL 32301
Attention: James M. Rudnick

To Lessee: _____

Attention: _____

Unless otherwise specified, notices shall be deemed given as follows: (i) if delivered personally, when delivered; (ii) if delivered by nationally recognized overnight courier delivery service, on the next business day following the day such material is sent, and (iii) if by certified mail, three (3) days after such material is deposited in the United States Mail.

8. Choice of Law. The validity and construction of this Agreement shall be governed by the laws of the State of Florida.

9. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, and any purchaser or purchasers at foreclosure of the Property, and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the day and year first above written.

"LENDER"
AMERICAN EQUITY INVESTMENT LIFE
INSURANCE COMPANY, an Iowa corporation

By: _____
James M. Gerlach, Executive Vice President

"LESSOR"
REFLECTIONS OF SEMINOLE COUNTY, LLC,
a Florida limited liability company

By: _____
James M. Rudnick, Managing Member

ATTEST:

By: _____ Maryanne Morse, 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

By: _____ County Attorney

Board of County Commissioners
Seminole County, Florida

By: _____ Brenda Carey, Chairman

As authorized for execution by the Board of County Commissioners at their _____, _____
regular meeting

Notary Public in and for said county and state

STATE OF FLORIDA, COUNTY OF LEON, ss:

The foregoing instrument was acknowledged before me this 14th day of December, 2007, by James M. Rudnick, Managing Member of Reflections of Seminole County, LLC, a Florida limited liability company, on behalf of the limited liability company. He is personally known to me.

Jamie Temples
Signature

Jamie Temples
Type or Print name



NOTARY PUBLIC

My commission expires: 1/3/11

STATE OF _____, COUNTY OF _____:ss:

[Insert notary language for Lessee]

Exhibit "A"

LEGAL DESCRIPTION OF PROPERTY

All of Block B, REVISED PLAT OF HIDDEN LAKE UNIT 1-A, according to the Plat thereof as recorded in Plat Book 17, Pages 99 and 100, Public Records of Seminole County, Florida, LESS AND EXCEPT the following described property, to-wit:

That portion of Block B, REVISED PLAT OF HIDDEN LAKE UNIT 1-A, according to the Plat thereof as recorded in Plat Book 17, Pages 99 and 100, Public Records of Seminole County, Florida, more particularly described as follows: Begin at the Northwest corner of said Block B; thence run North $45^{\circ}00'00''$ East, along the Northerly line of said Block B, 223.281 feet to a point on the Westerly right-of-way line of Hidden Lake Drive as recorded in said REVISED PLAT OF HIDDEN LAKE UNIT 1-A, said point also being on a curve concave Southwesterly and having a radius of 321.830 feet; thence from a tangent bearing of South $26^{\circ}47'49''$ East, run Southerly along arc of said curve and said Westerly right-of-way line 59.382 feet through a central angle of $10^{\circ}34'19''$ to a point of tangency; thence run South $16^{\circ}13'30''$ East, along said Westerly right of way line 571.48 feet to a point on a curve concave Southerly and having a radius of 2760.08 feet; thence leaving said Westerly right of way line, from a tangent bearing of South $67^{\circ}03'57''$ West run Westerly along arc of said curve 64.99 feet through a central angle of $01^{\circ}20'57''$ to the point of tangency; thence run South $65^{\circ}43'00''$ West 200.3 feet to the Westerly line of said Block B; thence North $09^{\circ}56'30''$ West along said Westerly line 562.86 feet to the Point of Beginning.

LESS: Right of Way for Lake Mary Boulevard.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT made effective as of the ___ day of _____, 2007, among American Equity Investment Life Insurance Company ("Lender"), Reflections of Seminole County, LLC ("Lessor") and SEMINOLE COUNTY ("Lessee").
TANKS DIVISION.

WITNESSETH:

WHEREAS, Lender has agreed to make a loan to Lessor (the "Loan");

WHEREAS, the Loan is to be secured by, among other things, a Mortgage, Security Agreement, Financing Statement and Assignment of Rents (the "Mortgage") executed by Lessor for the benefit of Lender, creating a first lien upon that certain tract of real property described on Exhibit "A" attached hereto, together with the improvements constructed or to be constructed thereon (the "Property"), and such other security agreements, financing statements and assignments as Lender may require (the Mortgage and all such other security instruments to be referred to collectively as the "Collateral Documents");

WHEREAS, Lessee is in possession of the Property under and by virtue of a written lease (the "Lease"), dated the 12th day of JANUARY, 2006

WHEREAS, as Lessor is purchasing the Property and will become the landlord under the Lease;

WHEREAS, Lender will not make the Loan to Lessor unless and until Lessee expressly subordinates the Lease and all of Lessee's rights thereunder to the Collateral Documents and the liens and security interests created thereby;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto hereby agree as follows:

1. Subordination. The Lease and all of Lessee's rights thereunder (including, without limitation, any option or right of first refusal) are, shall be and remain and are expressly made, subordinate and inferior to the Collateral Documents and the liens and security interests created thereby, regardless of how often or in what manner the Loan, together with the liens securing the same, and any of the Collateral Documents, may be increased, renewed, extended or modified.

2. Non-Disturbance. So long as Lessee is not in default in the performance of any of the terms, covenants or conditions of the Lease on Lessee's part to be performed, Lessee's possession and occupancy of the Property and Lessee's rights and privileges under the Lease shall not be diminished or interfered with by Lender in the exercise of any of Lender's rights

under the Mortgage.

3. Attornment. In the event of the foreclosure of the lien of the Mortgage or if the Property is conveyed to Lender by deed in lieu of foreclosure, Lessee shall attorn to Lender or the purchaser upon any such conveyance or foreclosure sale and shall recognize Lender or such purchaser as Lessor under the Lease and Lender or such purchaser shall have the same rights and remedies under the Lease as Lessor. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of any of the parties hereto. Lessee agrees, however, to execute and deliver at any time and from time to time, upon the request of Lender or any such purchaser (1) any instrument or certificate which, in the reasonable judgment of Lender or such purchaser, may be necessary or appropriate to evidence such attornment, and (2) an estoppel certificate regarding the status of the Lease, consisting of statements, if true, (i) that the Lease is in full force and effect, (ii) the date through which rentals have been paid, (iii) the date of the commencement of the term of the Lease, (iv) the nature of any amendments or modifications to the Lease, (v) that no default, or state of facts, which with the passage of time or notice would constitute a default, exists on the part of either party to the Lease, and (vi) the date on which payment of percentage rentals, if any, are due under the terms of the Lease. Further, from and after any such attornment, Lender or such purchaser shall be bound to Lessee under all of the terms, covenants and conditions of the Lease; provided however, that Lender or such purchaser shall not be:

- (a) liable for any action or omission of any prior lessor (including Lessor);
- (b) bound by any rent which Lessee might have paid for more than the current month to any prior lessor (including Lessor);
- (c) liable for the return or application of any security deposits unless Lessor delivers such deposits to Lender or such purchaser;
- (d) bound by any amendment or modification of the Lease made without Lender's written consent, which consent shall not be unreasonably withheld; or
- (e) subject to any offsets or deficiencies which Lessee might be entitled to assert against any prior lessor (including Lessor).

4. No Diminution of Lessor's Rights. Nothing contained herein is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of Lessor under the Lease in the event of default by Lessee in the performance of any of the terms, covenants or conditions of the Lease on Lessee's part to be performed.

5. Default. If and when Lessee notifies Lessor of a default or claimed default by Lessor under the Lease, Lessee shall send a copy of the written notice or a written explanation of any oral notice (the "Notice") concurrently therewith to Lender. Lender shall be permitted to remedy any such default or claimed default specified in the Notice within an equal period of time, commencing on the date Lender receives or is deemed to have received such notice, that Lessor would be permitted to remedy same pursuant to the Lease. Notwithstanding the

foregoing provisions of this paragraph 5, Lender shall have a minimum of 30 days after its receipt of the Notice to remedy the default or claimed default; provided, however, where such a default cannot be remedied with reasonable diligence by Lender within 30 days, Lender shall have such additional time as is reasonably necessary to remedy the default with reasonable diligence and continuity. Furthermore, if a default can be reasonably remedied only by Lender's first obtaining possession of the Property, Lender shall have any additional time as is reasonably necessary under the circumstances to obtain possession of the Property and such time thereafter to remedy the default with reasonable diligence and continuity. The provisions of this paragraph 5 shall continue in full force and effect until Lessee has received notice to the contrary from Lender.

6. Amendment to Lease. Lessee agrees to not enter into any agreement with Lessor purporting to change or terminate the Lease without Lender's joinder and prior written consent. Lessee agrees that any attempted change to or termination of the Lease made without Lender's joinder and prior written consent shall be void and of no force or effect.

7. Notices. Any notice or communication required or permitted hereunder shall be effective only if given in writing, signed by the party giving such notice, and delivered either personally to such other party, or sent by nationally recognized overnight courier delivery service or by certified mail of the United States Postal Service, postage prepaid, return receipt requested, addressed to the other party as follows (or to such other address or person as either party or person entitled to notice may by written notice to the other party specify):

To Lender: American Equity Investment Life Insurance Company
Mailing address: P. O. Box 71216
Des Moines, IA 50325
Attention: Mortgage Loan Department

Delivery address: 5000 Westown Parkway, Suite 440
West Des Moines, IA 50266
Attention: Mortgage Loan Department

To Lessor: Reflections of Seminole County, LLC
226 North Duval Street
Tallahassee, FL 32301
Attention: James M. Rudnick

To Lessee: _____

Attention: _____

Unless otherwise specified, notices shall be deemed given as follows: (i) if delivered personally, when delivered; (ii) if delivered by nationally recognized overnight courier delivery service, on the next business day following the day such material is sent, and (iii) if by certified mail, three (3) days after such material is deposited in the United States Mail.

8. Choice of Law. The validity and construction of this Agreement shall be governed by the laws of the State of Florida.

9. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, and any purchaser or purchasers at foreclosure of the Property, and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the day and year first above written.

"LENDER"
AMERICAN EQUITY INVESTMENT LIFE
INSURANCE COMPANY, an Iowa corporation

By: _____
James M. Gerlach, Executive Vice President

"LESSOR"
REFLECTIONS OF SEMINOLE COUNTY, LLC,
a Florida limited liability company

By: _____
James M. Rudnick, Managing Member

ATTEST:

By: _____ Maryanne Morse, 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

By: _____ County Attorney

Board of County Commissioners
Seminole County, Florida

By: _____ Brenda Carey, Chairman

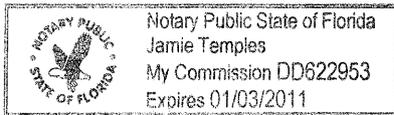
As authorized for execution by the Board of County Commissioners at their _____, _____
regular meeting

Notary Public in and for said county and state

STATE OF FLORIDA, COUNTY OF LEON, ss:

The foregoing instrument was acknowledged before me this 14th day of December 2007, by James M. Rudnick, Managing Member of Reflections of Seminole County, LLC, a Florida limited liability company, on behalf of the limited liability company. He is personally known to me.

Jamie Temples
Signature
Jamie Temples
Type or Print name



NOTARY PUBLIC
My commission expires: 1/3/11

STATE OF _____, COUNTY OF _____:ss:

[Insert notary language for Lessee]

Exhibit "A"

LEGAL DESCRIPTION OF PROPERTY

All of Block B, REVISED PLAT OF HIDDEN LAKE UNIT 1-A, according to the Plat thereof as recorded in Plat Book 17, Pages 99 and 100, Public Records of Seminole County, Florida, LESS AND EXCEPT the following described property, to-wit:

That portion of Block B, REVISED PLAT OF HIDDEN LAKE UNIT 1-A, according to the Plat thereof as recorded in Plat Book 17, Pages 99 and 100, Public Records of Seminole County, Florida, more particularly described as follows: Begin at the Northwest corner of said Block B; thence run North $45^{\circ}00'00''$ East, along the Northerly line of said Block B, 223.281 feet to a point on the Westerly right-of-way line of Hidden Lake Drive as recorded in said REVISED PLAT OF HIDDEN LAKE UNIT 1-A, said point also being on a curve concave Southwesterly and having a radius of 321.830 feet; thence from a tangent bearing of South $26^{\circ}47'49''$ East, run Southerly along arc of said curve and said Westerly right-of-way line 59.382 feet through a central angle of $10^{\circ}34'19''$ to a point of tangency; thence run South $16^{\circ}13'30''$ East, along said Westerly right of way line 571.48 feet to a point on a curve concave Southerly and having a radius of 2760.08 feet; thence leaving said Westerly right of way line, from a tangent bearing of South $67^{\circ}03'57''$ West run Westerly along arc of said curve 64.99 feet through a central angle of $01^{\circ}20'57''$ to the point of tangency; thence run South $65^{\circ}43'00''$ West 200.3 feet to the Westerly line of said Block B; thence North $09^{\circ}56'30''$ West along said Westerly line 562.86 feet to the Point of Beginning.

LESS: Right of Way for Lake Mary Boulevard.