

AGREEMENT OF LEASE

AGREEMENT OF LEASE ("Lease"), by and between **CS Company, LLC, Puerto Oro, LLC, AMANN Investment, LLC, RSA Investments Florida, LLC, and Carlotti Florida Associates, LLC** as tenants in common with a mailing address c/o Brookline Development Company, LLC, 227 West Fayette Street, Suite 300, Syracuse, New York 13202 (hereinafter collectively referred to as the "**Landlord**") and **Pasco County**, a political subdivision of the State of Florida with a mailing address: Pasco County Board of County Commissioners, 38053 Live Oak Avenue, Dade City, Florida 33523 (hereinafter called the "**Tenant**").

WITNESSETH:

Upon the terms and conditions set forth in this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord those certain premises "Premises" (as defined below) located in the Counsel Square Office Complex located at Little Road, New Port Richey, Florida 34654 (hereinafter called the "Complex"). The Complex is more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

1. Leased Premises: The premises leased by Landlord to Tenant shall consist of the space (hereinafter called the "Premises" or the "Leased Premises"), shown in gray on **Exhibit "B"** attached hereto and made a part hereof, consisting of the approximately 1,000+ square foot unit located in Suite 100A, on the 1st Floor of Building A in Counsel Square within the Complex at 7625 Little Road, New Port Richey, Florida.

2. Lease Term: The term of this Lease ("Term") shall be three months and shall commence on or about June 16, 2010 and shall expire 90 days after the start date ("Start Date"). The Start Date is defined as the date Tenant takes occupancy of the Premises. If Tenant provides notice on or before the first (1st) calendar day of each month, beginning with September 1, 2010 the Term shall automatically be extended on a month to month basis for up to three (3) additional months. In no event shall the Term be extended per this Lease beyond December 31, 2010.

3. Complex: The Complex includes the improvements and parcels of land generally described on **Exhibit "A"** attached hereto (including all Common Areas) and made a part hereof. Landlord reserves the right to add to, transfer or sever the ownership of or title to any portion of the Complex so long as such does not disturb this tenancy. It is agreed that the description of the Complex on **Exhibit "A"** does not constitute a representation, covenant or warranty of any kind by Landlord. Landlord, in its sole and absolute discretion, reserves the right to expand or remodel the Complex and to change the configuration, size and dimensions of the Complex, the number, location and dimensions of buildings, parking areas, driveways, entrances, exits and landscaped areas, the number of floors in any of the buildings, the dimensions, identity, and type of stores or tenancies and the Common Area so long as such changes do not affect the tenancy created herein.

4. Lease Year Defined: The term "Lease Year" is defined to mean a period of twelve (12) consecutive calendar months commencing on the first day of January. Any portion of the term which is less than a Lease Year shall be deemed a "Partial Lease Year" and computations requiring proration shall be made on a per diem basis using a 365-day year. References to a Lease Year shall be deemed to include a Partial Lease Year where necessary to apply the terms of this Lease to a portion of the term which is less than a Lease Year.

5. **Rent:** Tenant agrees to pay to Landlord, at Counsel Square Office Complex, Attention: Steve Dobbins, 7625 Little Road, Suite 300B, New Port Richey, Florida 34654, or at such other place designated by Landlord, without any prior demand therefor and without any deduction or set-off whatsoever, as fixed rent (“Rent”) the following:

	<u>Annually</u>	<u>Monthly</u>
Year 1 of Lease:	N/A	\$1,200.00 (For first 90 days of Term)
Year 1 of Lease: Term)	N/A	\$1,300.00 (remainder of any Extended

Rent shall be payable in advance in equal monthly installments on the first (1st) day of each month. Tenant’s first payment of Rent shall be due after the execution of this Lease on the Effective Date. All Rent payments shall be made payable to: “Counsel Square” at the following address: Counsel Square, 7623 Little Road, Suite 300B, New Port Richey, FL 34654.

If the Term of the Lease shall commence on a day other than the first day of a calendar month, then Tenant shall pay Landlord, upon the commencement date of the Term, a pro-rata portion of the Rent prorated on a per diem basis for the partial month Tenant first occupies the Leased Premises.

6. **Furnishing at Leased Premises.** Landlord shall provide the Leased Premises to Tenant in it’s “as is” and “where is” condition with no warranties. Landlord shall provide Tenant with no furniture or furnishings. Landlord will however clean offices, carpets and walls and repair or replace the Air Conditioning as needed.

7. **Intentionally Omitted.**

8. **Late Rent:** If during the Term of this Lease Tenant shall fail to pay the full amount of the Rent or any additional fees or penalties on the date when the same is due and payable on the first day of each calendar month, then: (I) Tenant shall be required to pay Landlord a delinquent Rent penalty fee in the amount of two hundred fifty dollars (\$250.00); **AND** (ii) interest at the monthly rate of two percent (2%) per month or the maximum rate then permitted by law, whichever is less, shall accrue on the unpaid amount from and after the date on which any sum was due and payable until the unpaid amount and delinquent penalty fee are paid in full.

9. **Intentionally Omitted.**

10. **Property Taxes:** During the Term of the Lease, Landlord shall pay any and all real property and ad valorem taxes levied against the Property or the Leased Premises.

11. **Sales Tax.** During the Term of the Lease, Tenant shall pay and reimburse Landlord, on a monthly basis submitted with its monthly Rent payment, for any and all local, county, state or federal taxes (including sales tax) levied or assessed against Landlord’s receipt of Rent payments from Tenant, unless Tenant provides Landlord with written proof of its tax exempt status.

12. **Operating Costs:** Except as otherwise provided in this Lease, during the Term of the Lease, Landlord shall pay for the operating costs of the Complex including the costs and expenses of operating, managing, maintaining, cleaning, repairing, lighting, and landscaping the Common Areas and the Complex.

13. **Intentionally Omitted.**

14. **Intentionally Omitted.**

15. **Intentionally Omitted.**

16. **Intentionally Omitted.**

17. **Use of Premises:** During the entire Lease Term, Tenant shall use and operate the Leased Premises solely for the purpose of office space for government offices and for no other purpose.

18. **Operation of Business:** Except as may be otherwise provided, Tenant will keep the Leased Premises open for business as desired by tenant.

19. **Rules and Regulations:** Tenant covenants and agrees with Landlord to obey in all respects the Rules and Regulations which Landlord may from time to time reasonably establish to govern the operation of the Complex. Landlord shall provide Tenant with prior written notification of any Rules and Regulations.

20. **Operation of Business by Other Parties:** Tenant shall not permit any business to be operated in or from the Leased Premises by any concessionaire, licensee or any party other than Tenant, without the prior written consent of Landlord which consent shall not be unreasonably withheld, delayed or denied.

21. **Security Deposit:** Not applicable.

22. **Common Areas; Control by Landlord:** All automobile parking areas, driveways, entrances and exits thereto, and other facilities furnished by Landlord in or near the Complex, including employee parking areas, the truck way or ways, loading docks, package pick-up stations, pedestrian sidewalks and ramps, lighting, landscaped areas, roofs, exterior wall, mechanical areas, exterior stairways, sanitary and water lines and facilities, detention basins and other areas and improvements provided by Landlord for the general use, in common, of tenants, their officers, agents, employees and customers, whether located on or off the Complex property, (the "Common Areas") shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this Article. Landlord shall have the right to construct, maintain and operate lighting facilities on all said Common Areas and Complex improvements; to police the same; from time to time to change the area, level, location and arrangement of parking areas and other Common Areas hereinabove referred to; to make installations therein and to alter, move and remove the same; to restrict parking by tenants, their officers, agents and employees to employee parking areas; to close all or any portion of said Common Areas to such extent as may, in the opinion of Landlord's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to close temporarily all or any portion of the parking areas or other Common Areas; to

discourage non-customer parking; and to do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, the Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by tenants, their officers, agents, employees and customers. Landlord will operate, manage and maintain the Common Areas referred to above in such manner as Landlord, in its sole discretion, shall determine from time to time. Without limiting the scope of such discretion, Landlord shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the Common Areas and Landlord shall not be subject to any liability therefor, nor shall Tenant be entitled to any compensation or any diminution or abatement of rent on account of any such determination or charge, nor such action be construed as an actual or constructive eviction of Tenant.

23. Use of Common Areas:

(a) All Common Areas and facilities not within the Leased Premises, which Tenant may be permitted to use and occupy, are to be used and occupied under a revocable license, and if the amount of such areas be diminished, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of Rent, nor shall such diminution of such areas be deemed constructive or actual eviction. Notwithstanding the above there shall be no unreasonable obstruction of Tenant's right of access to or use of the Leased Premises.

(b) Tenant and its permitted concessionaires, officers, employees, agents, customers and invitees shall have the nonexclusive right, in common with Landlord and all others to whom Landlord has or may hereafter grant rights, to use the Common Areas and facilities as designated from time to time by Landlord, subject to such reasonable regulations as Landlord may from time to time impose, including the designation of specific areas in which cars owned or used by Tenant, its permitted concessionaires, officers, employees, and agents must be parked. Tenant agrees to abide by such regulations and to use its best efforts to cause its permitted concessionaires, officers, employees, agents, customers and invitees to conform thereto. Landlord may at any time close temporarily any Common Areas and facilities to make repairs or changes, to prevent the acquisition of public rights therein, or to discourage noncustomer parking, and may do such other acts in and to the Common Areas and facilities as in its judgment may be desirable to improve the convenience thereof. Tenant shall not at any time interfere with the rights of Landlord and other tenants, its and their permitted officers, employees, agents, customers and invitees, to use any part of the parking areas and other common areas and facilities.

(c) Tenant shall not solicit business or distribute any advertising materials in the Common Areas.

24. Tenant Leasehold Improvements: Tenant shall submit its plans and specifications for Landlord review and written approval for all leasehold improvements (including, but not limited to a floor plan, mechanical, electrical and plumbing drawings) fifteen (15) days prior to the commencement of construction. All leasehold improvements (including without limitation fixtures, shelving, floor coverings, exteriors signs, lighting, awnings and plumbing fixtures) installed by Tenant shall be new or completely reconditioned. Tenant shall not install or alter any such improvements or make any changes to the store front without first obtaining Landlord's written approval and consent. Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought. Tenant shall improve and fixture the Premises in a manner, including design and quality of materials, consistent with that found in office space in first class office complex. Tenant shall be responsible for

obtaining all governmental permits required for the leasehold improvements it installs.

25. Removal of Tenant Leasehold Improvements and Restoration of Premises: All leasehold improvements made by the Tenant shall remain the property of the Tenant for the term of the Lease, or any extension thereof. Such improvements shall not be removed from the Premises prior to the end of the Term hereof without prior consent in writing from the Landlord. Upon expiration of this Lease, the Tenant shall remove such improvements and restore the Leased Premises to its original condition, normal wear and tear excepted. If the Tenant fails to remove such improvements and restore the Leased Premises, then such improvements shall become the property of the Landlord. Such improvements shall not include anything that can be removed without damage to the Leased Premises.

26. Mechanics Liens: Tenant shall not allow any mechanics lien to be filed against the Premises or the Complex. If any mechanics or other lien or order for the payment of money or any notice of intention to file a lien shall be filed against the Premises or the Complex arising out of any labor or material furnished or alleged to have been furnished for the Premises or any occupant thereof, or any contract relating thereto, Tenant shall cause the same to be canceled or discharged of record by bond or otherwise as allowed by law at the expense of Tenant within five (5) days after the filing thereof; and Tenant shall also, at its expense, defend Landlord in any such action and indemnify Landlord against any damages or costs arising therefrom.

27. Signs: Tenant may, at its expense, erect and maintain signage within the Premises which is visible from the outside of the Premises or on the outside of the building containing the Premises, including the main Counsel Square sign on Little Road, if and only if such sign placement, sign location, sign design (including amongst other things size, character, lighting and design) are approved by Landlord in writing in Landlord's sole and absolute discretion. No other sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed on any part of the outside of the Premises, within the Premises which is visible from the outside of the Premises or the building of which they form a part without the prior written consent of the Landlord, which may be withheld in Landlord's sole and absolute discretion. Tenant shall at all times, maintain its signage, if previously approved by Landlord, in first class condition and shall promptly repair or replace such signage as is required to keep such signage in a first class condition (e.g., faces on letters, fully illuminated, etc.,) all at Tenant's own cost and expense. If Tenant fails to repair or replace its signage within ten (10) days written notice by Landlord to do so, Landlord may repair or replace Tenant's signage and Tenant shall reimburse Landlord for all reasonable costs incurred by Landlord within ten (10) days of receipt of invoice for same. Failure to so reimburse Landlord shall be an event of default.

28. Intentionally Omitted

29. Surrender of Premises: At the expiration of the tenancy hereby created, Tenant shall surrender the Leased Premises broom clean and in the same condition as the Leased Premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and shall surrender all keys for the Leased Premises to Landlord and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Leased Premises. Tenant shall remove all its trade fixtures, and any alterations or improvements before surrendering the Premises as aforesaid and shall repair any damage to the Leased Premises caused thereby. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

30. Insurance: Tenant has elected to self-insure workers' compensation, public liability, automobile

liability (including physical damage) and the \$50,000.00 property coverage deductible. The election applies to rented/leased equipment/property as well as owned. Said election is undertaken with the authority granted to any county, municipality or political subdivision under Florida Statutes 111.072. Tenant is identified by employer number 59-6000793. Insofar as there is not an insurance policy, workers' compensation is provided in accordance with Florida Statutes 440 and liability is as set forth in Florida Statutes 768.28. Tenant has established a special insurance fund from which future claims will be paid. All operations conducted by Tenant shall be at Tenant's sole risk.

31. **Intentionally Omitted.**

32. **Intentionally Omitted.**

33. **Intentionally Omitted.**

34. **Utilities:** During the Term of the Lease, Landlord shall be solely responsible for and pay for the electric and water. Tenant shall pay for phone, and internet and all other utilities consumed at the Premises. In no event shall Landlord be liable for an interruption or failure in the supply of any such utilities to the Leased Premises.

35. **Estoppels Certificate:** Within ten (10) days after request therefore by Landlord, or upon any sale, assignment or financing of the Leased Premises and/or the Complex by Landlord, Tenant agrees to deliver in recordable form a certificate to any proposed mortgagee or purchaser, or to Landlord, certifying, amongst other things, that this Lease is in full force and effect, that there are no defenses or offsets thereto, or stating those claimed by Tenant, what the existing rent structure is and the commencement and expiration dates of the Lease.

36. **Attornment:** Tenant hereby agrees that Tenant will recognize as its landlord under this Lease and shall attorn to any person succeeding to the interest of Landlord in respect of the land and the building on or in which the Leased Premises is contained upon any foreclosure of any mortgage or deed of trust upon such land or buildings or upon the execution of any deed in lieu of such foreclosure in respect of such mortgage or deed of trust.

37. **Subordination:** This Lease is subject and subordinate to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the Complex of which the Leased Premises are a part or against any buildings hereafter placed upon the land of which the Leased Premises are a part, and to all advances made or hereafter to be made upon the security thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self operative. Notwithstanding the foregoing, Tenant shall execute a commercially reasonable Subordination, No disturbance and Attornment Agreement within ten (10) days of request and furnishing of such instruments therefore.

38. **Attorney in Fact:** The Tenant, upon request of any party in interest, shall execute promptly the instruments required to carry out the intent of Sections 35, 36, and 37. The Tenant hereby irrevocably appoints the Landlord as attorney-in-fact for the Tenant with full power and authority to execute and deliver in the name of the Tenant the estoppel and subordination instruments if Tenant fails to comply in a timely manner with the term of this Lease relating to estoppel and subordination certificates. If ten (10) days after the date of a written request by Landlord to execute such instruments, the Tenant shall not have executed the same, then, in such event Landlord may also cancel this Lease without any

liability therefor.

39. Landlord's Liability: Landlord shall be responsible to Tenant only so long as Landlord is the owner of the Complex. Landlord's liability for damages to Tenant shall be limited to Landlord's equity in the Complex and in no event shall the Landlord, and its partners, be personally or individually liable for any such damages.

40. Consent Required for Assignment: Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Leased Premises, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed or denied after Landlord's consideration of commercially reasonable criteria for the lease or sublease of space to a prospective tenant. The transfer by whatever means, including operation of law, of a controlling interest in the ownership of Tenant shall be considered an assignment subject to the terms of this Section. Notwithstanding any assignment, Tenant shall remain fully liable for its obligations under this Lease including the payment of rent.

41. Waste or Nuisance: Tenant shall not commit or suffer to be committed any waste upon the Leased Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the Leased Premises may be located, or in the Complex, or which may disturb the quiet enjoyment of any person within or without the boundaries of the Complex.

42. Governmental And Other Regulations: Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of governmental authorities and utilities pertaining to said Premises, and with all rules, regulations and recommendations of Landlord's and Tenant's insurers with respect to fire prevention and liability risks ("Insurance Matters").

43. Destruction of Premises or Complex:

(a) If the Leased Premises shall be damaged by fire, the elements, unavoidable accident or other casualty, but are not thereby rendered untenable in whole or in part, Landlord shall, at its own expense, cause such damage to be repaired and the rent shall not be abated. If the Premises shall be rendered untenable only in part, Landlord shall at its own expense cause the damage to be repaired, and the Rent meanwhile shall be abated proportionately as to the portion of the Premises rendered untenable. If the Premises shall be rendered wholly untenable the Landlord shall at its own expense cause such damage to be repaired, and the Rent meanwhile shall abate until the Leased Premises have been restored and rendered tenantable, or Landlord or Tenant may at its election, terminate this Lease and the tenancy hereby created by giving to either party within the sixty (60) days following the date of said occurrence, written notice of Landlord's election to do so and in event of such termination, rent shall be adjusted as of such date. Notwithstanding anything to the contrary contained in this Section, Landlord's obligation to repair and restore shall be expressly contingent upon and subject to being able to obtain all necessary permits and approvals therefor.

(b) In the event that fifty (50%) percent or more of the rentable area of the Complex shall be damaged or destroyed by fire or other cause, notwithstanding that the Leased Premises may be unaffected by such fire or other cause, Landlord or Tenant may terminate this Lease and the tenancy hereby created by giving to either party five (5) days prior written notice of Landlord's election so to do which notice shall be given, if at all, within the sixty (60) days following the date of said occurrence. Rent shall be adjusted as of the date of such termination.

(c) Anything in this Section to the contrary notwithstanding, if, within one (1) years prior to the expiration of the then current Term of this Lease the Premises shall be damaged or destroyed by fire or otherwise and the estimated cost of restoration exceeds twenty-five thousand dollars (\$25,000.00), Landlord shall be under no obligation to repair and restore the Premises, and at the election of Landlord by notice to Tenant the Lease shall terminate.

44. Condemnation:

(a) If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals shall be paid upon to that date and Tenant shall have no claim against Landlord nor the condemning authority for the value of any unexpired term of this Lease.

(b) If any part of the Leased Premises shall be acquired or condemned as aforesaid, and in the event that such partial taking or condemnation shall render the Leased Premises unsuitable for the business of the Tenant, then the Term of this Lease shall cease and terminate as of the date of title vesting in such proceeding. Tenant shall have no claim against Landlord nor the condemning authority for the value of any unexpired term of this Lease and rent shall be adjusted to the date of such termination. In the event of a partial taking or condemnation which is not extensive enough to render the Premises unsuitable for the business of the Tenant, then Landlord shall, subject to the right of Landlord's mortgagee to retain all or part of the condemnation award, promptly expend so much as may be necessary of the net amount which may be awarded to and received by Landlord in such proceeding in restoring the Leased Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this Lease shall continue in full force and effect without any reduction or abatement of Rent. Should the net amount so awarded to and received by Landlord be insufficient to cover the cost of restoring the Premises as estimated by Landlord's architect, Landlord may, at Landlord's election terminate this Lease upon five (5) days written notice to Tenant.

(c) If the whole of the common parking areas in the Complex shall be acquired or condemned as aforesaid, then the Term of this Lease shall cease and terminate as of the date of title vesting in such proceeding unless Landlord shall take immediate steps to provide other parking facilities substantially equal to the previously existing ratio between the common parking areas and the Leased Premises, and such substantially equal parking facilities shall be provided by Landlord at its own expense within ninety (90) days from the date of acquisition. In the event that Landlord shall provide such other substantially equal parking facilities, then this Lease shall continue in full force and effect without any reduction or abatement of Rent.

(d) If any part of the common parking areas in the Complex shall be acquired or condemned as aforesaid, and if, as the result thereof the ratio of square feet of parking field to square feet of sales area of the entire Complex buildings is reduced to a ratio below that required by law, then at Landlord's option, upon five (5) days written notice to Tenant, the Term of this Lease shall cease and terminate, otherwise the Landlord shall take immediate steps toward increasing the parking ratio to that required by law in which event this Lease shall be unaffected and remain in full force and effect without any reduction or abatement of rent. In the event of termination of this Lease as aforesaid, Tenant shall have no claim against Landlord nor the condemning authority for the value of any

unexpired term of this Lease and rent shall be adjusted to the date of said termination.

(e) In the event of any condemnation or taking as aforesaid, whether whole or partial, the Tenant shall not be entitled to any part of the award paid for such condemnation and Landlord is to receive the full amount of such award, the Tenant hereby expressly waiving any right or claim to any part thereof.

(f) Although all damages in the event of any condemnation are to belong to the Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right for or on account of any cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment.

45. Default:

(a) If at any time prior to or during the Term of this Lease any one or more of the following events shall occur each such event shall constitute an event of default: any failure of Tenant to pay any rental, or other charges due at the time due, or any failure to perform any other of the terms, conditions, or covenants of this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such default shall have been given to Tenant; if Tenant or an agent of Tenant shall falsify any report required to be furnished to Landlord pursuant to the terms of this Lease; if Tenant or any guarantor of this Lease shall become bankrupt or insolvent, or file any debtor proceedings or take or have taken against Tenant or any guarantor of this Lease in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's or any such guarantor's property; if Tenant or any such guarantor makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if Tenant shall cease operation of business in, vacate or abandon said Premises, or suffer this Lease to be taken under any writ of execution or if Tenant transfers or attempts to transfer this Lease or Tenant's interest herein in violation of this lease then Landlord besides other rights or remedies it may have, shall have the immediate right for re-entry and may remove all persons and property from the Leased Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss damages which may be occasioned thereby.

(b) This Lease and the term are expressly subject to the conditional limitation that upon the happening of any one or more of the aforementioned events of default, Landlord, in addition to the other rights and remedies it may have, shall have the right to immediately declare this Lease terminated and the Term ended, in which event all of the right, title and interest of Tenant hereunder shall wholly cease and expire upon receipt by Tenant of a Notice of Termination. Tenant shall then quit and surrender the Premises to Landlord in the manner and under the conditions as provided for under this Lease, but Tenant shall remain liable as hereinafter provided. Any right on the part of Landlord to terminate this Lease shall, when exercised, require no further act to the end that at the expiration of the applicable time period, if any, contained in the particular termination provision, this Lease and the Term hereunder shall end and expire as fully and completely as if the termination date was the date herein definitely fixed for the end and expiration of this Lease and the Term hereof, and upon such date Tenant shall quit and surrender the Premises to Landlord.

(c) If this Lease be terminated as aforesaid, Tenant nevertheless covenants and agrees notwithstanding any entry or re-entry by Landlord whether by summary proceedings, termination or otherwise, to pay and be liable for on the days originally fixed herein for the payment thereof, amounts equal to the several installments of Rent under the terms of this Lease, become due if this Lease had not been terminated or if Landlord had not entered or re-entered as aforesaid, and whether the Premises be relet or remain vacant in whole or in part or for a period less than the remainder of the Term, and for the whole thereof. In the event the Premises be relet by Landlord, Tenant shall be entitled to a credit (but not in excess of the rent reserved under the terms of this Lease) in the net amount of rent received by Landlord in reletting the Premises after deduction of all expenses and costs incurred or paid as aforesaid in reletting the Premises and in collecting the rent in connection therewith. At any time after the termination of the Lease, in lieu of collecting any monthly deficiencies, or any further monthly deficiencies, as aforesaid, Landlord shall, at Landlord's option, be entitled to recover from Tenant, in addition to any other relief, such a sum as at the time of such termination represents the amount of the then present value of the total Rent and other benefits which would have accrued to Landlord under this Lease for the remainder of the Lease Term, as if the Lease had been fully complied with by Tenant, less any monthly deficiencies for such period previously paid to Landlord by Tenant. Suit or suits for the recovery of the deficiency or damages referred to in this subsection or for any installment or installments of Rent hereunder, or for a sum equal to any such installment or installments, may be brought by Landlord at once or from time to time at Landlord's election, and nothing in this Lease shall be deemed to require Landlord to await the date whereon this Lease or the term hereof would have naturally expired had there been no such default by tenant or no such termination.

46. Legal Expenses:

(a) In case suit shall be brought for recovery of possession of the Leased Premises, for the recovery of rent or any other amount due under the provision of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred therefor, including a reasonable attorney's fee.

(b) In case suit shall be brought because of the breach of any covenant herein contained on the part of Landlord to be kept or performed, and a breach shall be established, Landlord shall pay to Tenant all expenses incurred therefor, including a reasonable attorney's fee.

47. Access by Landlord: Landlord or Landlord's agents shall have the right to enter the Leased Premises for emergencies at all reasonable times to examine the same, to do any work needed in connection with the maintenance, repair or construction of the Complex, respond to emergencies, show the Premises to prospective purchasers or lessees of the building and to make such repairs as Landlord's deems necessary. During the twelve (12) months prior to the expiration of the then current Term of this Lease, Landlord may exhibit the Premises to prospective tenants or purchasers, and place upon the Premises the usual notices "TO LET" or "FOR SALE" which notices Tenant shall permit to remain thereon without molestation. If Tenant shall not be personally present, when for any reason an entry therein shall be necessary or permissible, Landlord or Landlord's agents may enter the same by a master key, or may forcibly enter the same, without rendering Landlord or such agents liable therefor.

48. Loss or Damage to Tenant Property: Unless due to gross negligence of Landlord, Landlord shall not be liable for any injury to, or loss or damage to property or person of Tenant or of others located on

the Leased Premises, however caused. Tenant shall give immediate notice to Landlord in case of fire or accidents in the Leased Premises or in the building of which the Premises are a part, and of defects or damages thereto or to any fixtures or equipment.

49. **Intentionally Omitted**

50. **Successors:** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as provided in Section 40 hereof.

51. **Quiet Enjoyment:** Upon payment by the Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the Term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject nevertheless, to the terms and conditions of this Lease.

52. **Tenant Inaction:** If Tenant fails to take any action it is obligated to take under this Lease, Landlord shall have the right to take such action and Tenant shall promptly reimburse Landlord for the costs of such action. Except in emergencies, Landlord shall give Tenant five (5) days notice unless another notice period is specified herein.

53. **Miscellaneous:**

(a) **Waiver:** The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant.

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

(c) **Entire Agreement:** This Lease and the Exhibits, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them. This Lease shall be governed by the laws of the State of Florida.

(d) **Force Majeure:** Anything in this agreement to the contrary notwithstanding, the Landlord shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, service or financing, Act of God or other cause beyond the control of the Landlord.

(e) **Notices:** Any notice, demand, request or other instrument which may be or are required to be given under this Lease shall be delivered in person or sent by United States certified mail postage prepaid or via nationally recognized overnight service and shall be addressed (a) if to Landlord at the address first hereinabove given or at such other address as landlord may designate by written notice and (b) if to Tenant at the Leased Premises or at such other address as Tenant shall designate by written notice.

(f) **Broker's Commission:** Each of the parties represents and warrants that neither has dealt with any real estate broker with respect to this transaction.

(g) **Partial Invalidity:** If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(h) **Recording:** Except for the routine record keeping process by the Tenant's Board Records or as otherwise provided herein, Tenant shall not record this Lease without the prior written consent of Landlord, however, upon the request of either party hereto the other party shall join in the execution of a memorandum or so-called short form of this Lease for the purposes of recordation. Said memorandum or short form of this Lease shall describe the parties, the Leased Premises and the term of this Lease and shall incorporate this Lease by reference.

(i) **Tenant's Work:** Tenant shall perform any and all fit up and tenant improvement work at the Leased Premises consistent with the terms and conditions of this Lease.

(j) **Intentionally Omitted.**

(k) **Intentionally Omitted.**

(l) **Intentionally Omitted.**

(m) **Relocation.** Landlord reserves the right to re-locate Tenant to another equivalent location within the Counsel Square Complex, on thirty (30) days prior notice to Tenant and at no cost to Tenant, if during the Term Landlord secures a tenant to lease the entire floor on which the Premises is located.

(n) **Janitorial Service.** The Landlord agrees it shall furnish at its own cost and expense janitorial services and all necessary janitorial supplies including the provision of recycling trash disposal for the Leased Premises during the Term of the Lease.

- (o) **Modifications:** No modification, addendums or amendments of any kind whatsoever may be made to this Agreement unless in written consent and signed by both parties.
- (p) **Sovereign Immunity:** Nothing in this agreement shall be construed in any way to waive the sovereign immunity of Tenant.
- (q) **Law:** This Agreement shall be governed by the laws of the State of Florida.
- (r) **Venue:** For any and all disputes of this Agreement, whether mediation, arbitration or otherwise shall be in Pasco County, Florida.
- (s) **Janitorial Service.** The Landlord agrees it shall furnish at its own cost and expense janitorial services and all necessary janitorial supplies including the provision of recycling and trash disposal for the Leased Premises during the Term of the Lease.

54. The date the last party hereto signs this Lease shall be the effective date (“Effective Date”).

(The rest of this page intentionally left blank)

IN WITNESS WHEREOF Landlord and Tenant have signed and sealed this Lease as of the day and year first above written.

LANDLORD (CS Company, LLC, Puerto Oro, LLC, AMANN Investment, LLC, RSA Investments Florida, LLC, and Carlotti Florida Associates, LLC, as tenants in common):

Shane Steeno
Witness

Signature: Patrick M. Kilmartin
Patrick M. Kilmartin

Title: Assistant Operating Manager of Brookline Development Company, LLC as Property Manager and Agent for Landlord

On Behalf of: Landlord

5/25, 2010
Date

Date: 5/25/10, AMANN

TENANT (Pasco County, a political subdivision.):

Paula O'Neil
Pasco Clerk and Comptroller

Signature: _____
Pat Mulieri, Ed.D

Title: Board Chairman

On Behalf of: Pasco County

_____, 2010
Date

Exhibit A
Complex Legal Description

DESCRIPTION OF LAND

PARCEL 1:

The North 421 feet of Tracts 27 and 28, both in Section 35, Township 25 South, Range 16 East, Pasco County, Florida; said portion of Tracts being numbered and designated in accordance with the Plat of PORT RICHEY LAND COMPANY SUBDIVISION which appears of record in Plat Book 1, pages 60 and 61, of the Public Records of Pasco County, Florida; LESS AND EXCEPT the South 100 feet of the East 160 feet (includes right-of-way for State Road 587) of Tract 28; ALSO LESS AND EXCEPT the South 100 feet of the North 421 feet of East 160 feet of Tract 28; ALSO LESS AND EXCEPT the right-of-way for State Road 587, Moon Lake Road (Little Road).

TOGETHER WITH Perpetual, non-exclusive easement for pedestrian and vehicular ingress, egress, access and cross-parking as created by and set forth in that certain Ingress, Egress, Access And Cross-Parking Easement recorded in Official Records Book 3371, Page 268, of the Public Records of Pasco County, Florida.

PARCEL 2:

The North $\frac{3}{4}$ of Tracts 27 and 28, LESS AND EXCEPT the North 421 feet thereof, PORT RICHEY LAND COMPANY SUBDIVISION of Section 35, Township 25 South, Range 16 East, as shown on the plat recorded in Plat Book 1, Pages 60 and 61, of the Public Records of Pasco County, Florida; LESS AND EXCEPT the right-of-way for Little Road, and ALSO LESS AND EXCEPT the East 100.00 feet lying West of Little Road. The South boundary line of said Tracts 27 and 28 being the same as the South boundary line of the Northwest $\frac{1}{4}$ of said Section 35.

TOGETHER WITH Perpetual, non-exclusive easement for pedestrian and vehicular ingress, egress, access and cross-parking as created by and set forth in that certain Ingress, Egress, Access And Cross-Parking Easement recorded in Official Records Book 3371, Page 268, of the Public Records of Pasco County, Florida.

PARCEL 3:

The South 100 feet of the North 421 feet of the East 160 feet of Tract 28 of PORT RICHEY LAND COMPANY SUBDIVISION as filed in Plat Book 1, Pages 60 and 61, of the Public Records of Pasco County, Florida, in Section 35, Township 25 South, Range 16 East, Pasco County, Florida; LESS AND EXCEPT the right-of-way for State Road 587 (Little Road).

TOGETHER WITH Perpetual, non-exclusive easement for pedestrian and vehicular ingress, egress, access and cross-parking as created by and set forth in that certain Ingress, Egress, Access And Cross-Parking Easement recorded in Official Records Book 3371, Page 268, of the Public Records of Pasco County, Florida.

PARCEL 4:

The East 100 feet of the following described parcel:

The North $\frac{3}{4}$ of Tracts 27 and 28, LESS AND EXCEPT the North 421 feet thereof, PORT RICHEY LAND COMPANY SUBDIVISION of Section 35, Township 25 South, Range 16 East, as shown on the plat recorded in Plat Book 1, Pages 60 and 61, of the Public Records of Pasco County, Florida; LESS AND EXCEPT the right-of-way for Little Road. The South boundary line of said Tract 27 and 28 being the same as the South boundary line of the Northwest $\frac{1}{4}$ of said Section 35.

TOGETHER WITH Perpetual, non-exclusive easement for pedestrian and vehicular ingress,

egress, access and cross-parking as created by and set forth in that certain Ingress, Egress, Access And Cross-Parking Easement recorded in Official Records Book 3371, Page 268, of the Public Records of Pasco County, Florida.

COMPOSITE METES AND BOUNDS DESCRIPTION FOR PARCELS 1 THROUGH 4, INCLUSIVE:

COMMENCE at the Northeast corner of the Southwest $\frac{1}{4}$ of Section 35, Township 25 South, Range 16 East, Pasco County, Florida; THENCE North $00^{\circ} 15'31''$ East along the center line of Little Road, 245.67 feet; thence South $89^{\circ} 32'30''$ West 60.00 feet to the POINT OF BEGINNING; thence continue along said line South $89^{\circ} 32'30''$ West, 824.21 feet, thence North $00^{\circ} 18'07''$ East 739.42 feet; thence South $89^{\circ} 25'15''$ East, 723.76 feet; thence South $00^{\circ} 18'55''$ West 100.00 feet; thence South $89^{\circ} 13'34''$ East, 90.00 feet to the West right-of-way line of Little Road, thence along said line the following courses and distances; South $00^{\circ} 15'31''$ West 170.00 feet; South $17^{\circ} 37'39''$ East, 32.56 feet; thence South $00^{\circ} 15'31''$ West, 436.47 feet to the POINT OF BEGINNING.

Exhibit B Depiction of Leased Premises

