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REPLY TO CENTRAL FLORIDA OFFICE

June 30, 2006

MARTIN S. FRIEDMAN, P.A.
VALERIE L. LORD
BRIAN J. STREET

VIA HAND DELIVERY

Ms. Blanca S. Bayo
Commission Clerk and Administrative Services Director
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RECEIVED-FPSC
06 JUN 30 PM 2:36
COMMISSION
CLERK

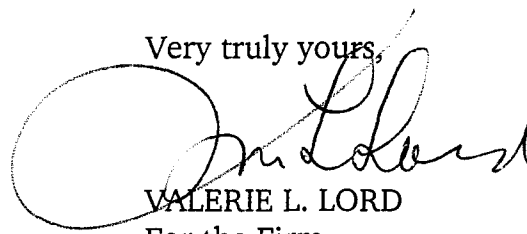
RE: Docket No.: 060400-SU Alafaya Utilities, Inc.'s Application for Amendment to Certificate to Extend its Wastewater Service Area in Seminole County, Florida
Our File No.: 30057.124

Dear Ms. Bayo:

Enclosed for filing in the above-referenced docket is a copy of the Ground Lease for the Utility's percolation pond.

Should you have any questions regarding this filing, please do not hesitate to give me a call.

Very truly yours,



VALERIE L. LORD
For the Firm

MP _____
OM _____
TR _____
CR _____
CL _____
PC _____
CA _____
CR _____
GA _____
EC 1
TH _____

cc: Richard Redemann, Office of Economic Regulation (hand delivery) (w/enclosure)
Steven M. Lubertozzi, Chief Regulatory Officer (w/o enclosure)
John Hoy, Regional Vice President for Operations (w/o enclosure)
Patrick Flynn, Regional Director (w/o enclosure)

U:\ALAFAYA UTILITIES\(.124) 2005 Territory Ext (River Pine)\PSC Clerk 07 (Perc Pond Lease).ltr.wpd

DOCUMENT NUMBER-DATE

05882 JUN 30 06

FPSC-COMMISSION CLERK

ASSIGNMENT OF GROUND LEASE

16th THIS ASSIGNMENT OF GROUND LEASE, made and entered into this day of May, 1984 by and between:

NORMAN A. ROSSMAN and WILLIAM J. GOODMAN
at 890 State Road 434 North, Altamonte
Springs, Florida 32714

(herein referred to as "Assignor") and

ALAFAYA SERVICE CORPORATION, a Florida
corporation having its principal office
and place of business at 1404 El Cajon
Court, Casselberry, Florida 32707

(herein referred to as "Assignee").

RECITALS

1. Assignor heretofore entered into a Ground Lease, as Lessee therein, on the 2nd day of November, 1983 with Harry N. Jacobs, Trustee and Individually (hereinafter referred to as "Lessor").
2. Said Ground Lease demising and leasing unto the Assignor for a period of fifty (50) years from and after November 2, 1983 certain real property situated in the County of Seminole, State of Florida and being more particularly described and set forth upon Exhibit "A" to this Assignment and by this reference expressly made a part hereof.
3. On or about the 2nd day of May, 1984 said Lessor and the Assignor as Lessee entered into a First Amendment to such Ground Lease.
4. The Assignor possesses all right, title and interest in and to the Ground Lease and First Amendment thereto as Lessee, and desires to sell, assign and transfer the Ground Lease and First Amendment to Ground Lease to the Assignee, and Assignee desires to accept said sale, assignment and transfer upon the terms and conditions hereinafter set forth.
5. The Assignor and the Lessor have no claims, defenses or setoffs one against the other by reason of said Ground Lease and First Amendment to Ground Lease.

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein set forth and for the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, it is agreed:

1. ASSIGNMENT: The Assignor hereby sells, assigns, transfers and sets over unto the Assignee the aforesaid Ground Lease and First Amendment to Ground Lease together with all right, title, interest, claim and demand of the Assignor thereunder in and to the premises therein described with appurtenances, and all of their rights and benefits thereunder. This Assignment to be effective on the 16th day of May, 1984 for the balance of the lease term as provided in the Ground Lease and First Amendment to Ground Lease.

To have and to hold the same unto the Assignee, its successors and assigns for the remainder of the years mentioned in said Ground Lease and First Amendment to Ground Lease.

2. ACCEPTANCE: The Assignee hereby accepts the foregoing sale, assignment and transfer and promises to pay all rent and additional rent and to faithfully perform all covenants,

stipulations, agreements and obligations under the Ground Lease and First Amendment to Ground Lease accruing on and after the 16th day of May, 1984.

3. MODIFICATION OF GROUND LEASE: Assignor agrees that the Lessor and Assignee may change, modify or amend the Ground Lease and First Amendment to Ground Lease in any way, including the rental to be paid thereunder, and that further assignments may be made, without notice or consent of Assignor.

4. ASSIGNOR'S COVENANTS: The Assignor covenants with the Assignee as follows:

a. That they are the Lessee of the aforesaid Ground Lease and First Amendment to Ground Lease, and have good right to convey and assign the same;

b. That the Assignee shall quietly enjoy the said premises; subject to all the terms and provisions of the Ground Lease and First Amendment to Ground Lease.

c. That the Assignor will execute or procure any further necessary assurances of the title to said leasehold interest;

d. That they have not heretofore assigned or transferred or attempted to assign or transfer all or any portion of their interest in the aforesaid Ground Lease;

e. That the Assignor has not in any way mortgaged, encumbered nor attempted to mortgage or encumber the aforesaid Ground Lease or any interest therein;

f. That there are no liens or encumbrances or other security interests upon their interest in said Ground Lease;

g. The said Ground Lease and First Amendment thereto is presently in full force and effect and has not been otherwise amended or modified in any manner;

h. That all rents and other charges required to be paid under said Ground Lease and First Amendment to Ground Lease have been duly and timely paid. And that the quarterly installment of annual rent due on May 1, 1984 in the amount of SIXTEEN THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$16,250.00) has been paid;

i. That all the terms, conditions and provisions of said Ground Lease and First Amendment to Ground Lease on the part of the Lessee to be performed have been duly and timely performed and complied with;

j. That the Lessee is not in default in any way whatsoever under said Ground Lease or First Amendment to Ground Lease, nor to the knowledge of the Lessee has any event whatever occurred, which, with the passage of time, would constitute a default under the said Ground Lease and First Amendment to the Ground Lease; and

k. That the Assignor will fully warrant and defend the foregoing Assignment against any person, firm, corporation or association, who or which may claim the same or any interest therein; by, through or under Assignor, but against no other.

5. CONSENT OF LESSOR: In consideration of the foregoing, the Lessor hereby consents to the assignment and transfer of the Ground Lease and First Amendment thereto, including all the terms and conditions thereof, to the Assignee and accepts the Assignee as Lessee under said Ground Lease and First Amendment to Ground Lease.

6. AGREEMENT BINDING: This Agreement shall be binding upon the successors and assigns of the parties. The Assignor and Assignee will execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Agreement.

Signed, sealed and delivered
in the presence of:

<p><u>[Signature]</u></p> <p><u>Patricia A. Bessey</u></p> <p><u>[Signature]</u></p> <p><u>Patricia A. Bessey</u></p>	<p>ASSIGNOR:</p> <p><u>[Signature]</u> (SEAL) William J. Goodman</p> <p><u>[Signature]</u> (SEAL) Norman A. Rossman</p>
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<p><u>[Signature]</u></p> <p><u>[Signature]</u></p>	<p>ASSIGNEE:</p> <p>ALAFAYA SERVICE CORPORATION</p> <p>By: <u>[Signature]</u> Richard A. Barber, President</p> <p>(Corporate Seal)</p>
---	--

<p><u>[Signature]</u></p> <p><u>Patricia A. Bessey</u></p>	<p>LESSOR:</p> <p><u>[Signature]</u> (SEAL) Harry N. Jacobs, Trustee and Individually</p>
--	---

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 16th day of May, 1984 by WILLIAM J. GOODMAN.

Patricia A. Bessey
Notary Public
My Commission Expires:

Notary Public State of Florida at Large
My Commission expires July 8, 1987

STATE OF FLORIDA
COUNTY OF SEMINOLE

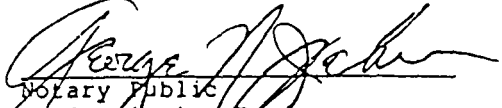
The foregoing instrument was acknowledged before me this 16th day of May, 1984 by NORMAN A. ROSSMAN.

Patricia A. Bessey
Notary Public
My Commission Expires:

Notary Public State of Florida at Large
My Commission expires July 8, 1987

STATE OF FLORIDA
COUNTY OF SEMINOLE

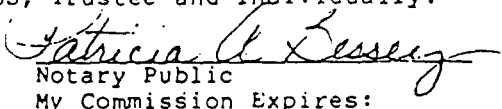
The foregoing instrument was acknowledged before me this 16
day of May, 1984 by Richard A. Barber, President of ALAFAYA
SERVICE CORPORATION, a Florida corporation, on behalf of the
corporation.


Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires July 4, 1984
Bonded Through TPA Insurance Inc.

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 16th
day of May, 1984 by HARRY N. JACOBS; Trustee and Individually.


Notary Public
My Commission Expires:

Notary Public State of Florida at Large
My Commission expires July 8, 1987

EXHIBIT "A"

This Assignment of Ground Lease covers the assignment of the Lessee's leasehold interest under that certain Ground Lease between Harry N. Jacobs, Trustee and Individually, as Lessor, and Norman A. Rossman and William J. Goodman, as original Lessees, dated November 2, 1983, together with First Amendment thereto dated May 2, 1984, such Ground Lease relating to the following described real property situated in Seminole County, Florida, to-wit:

The West 3/4 of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4 and the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4, all in Section 22, Township 21 South, Range 31 East, all lying and being in Seminole County, Florida.

ALSO:

The East 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 in Section 22, Township 21 South, Range 31 East.

ALSO:

The East 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 22, Township 21 South, Range 31 East.

ALSO:

The East 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 and the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 22, Township 21 South, Range 31 East.

wjg

FIRST AMENDMENT TO GROUND LEASE

(5/2/84)

THIS FIRST AMENDMENT is made by and between HARRY N. JACOBS, Trustee and individually (Lessor) and WILLIAM J. GOODMAN and NORMAN A. ROSSMAN (both hereinafter "Lessee") with respect to that certain Ground Lease dated November 2, 1983 between Lessor and Lessee with respect to real property more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (with the foregoing described Lease hereinafter "Lease").

W I T N E S S E T H :

1. All of subparagraph 6(f) of Lease shall be deleted in its entirety and in lieu thereof, the following shall be substituted:

"(f) DEFAULT. Each of the following shall be deemed a default by the Lessee and a breach of this Lease.

1. Nonpayment of the installments of rent, or additional rent herein reserved, nonpayment of taxes, insurance premiums, utility charges and any other amounts required by the terms of this Lease for a period of twenty (20) days after written notice thereof is given by Lessor to Lessee in the manner provided for the giving of notices in this Lease.

2. A failure to perform any other covenant or condition of this Lease on the part of the Lessee to be performed for a period of thirty (30) days after written notice thereof is given by Lessor to Lessee in the manner provided for the giving of notices in this Lease. Any notice given pursuant to this subparagraph which refers to a failure to do work shall specify in general terms the work required to be done to prevent the occurrence of a default. For the purposes of this subparagraph, no default on the part of the Lessee in the performance of work required to be performed or acts to be done or conditions to be modified shall be deemed to exist if steps shall have in good faith been commenced promptly by the Lessee to rectify the same and shall be prosecuted to completion with diligence. Delays occasioned by fire, strikes, embargoes, governmental restrictions, acts of God, or any other cause beyond the reasonable control of the Lessee shall not be included in the calculating of the aforementioned 30 day period.

In the event any of such default of the Lessee, and at any time following the expiration of the respective periods above referred to, the Lessor may serve a written notice upon the Lessee that the Lessor elects to terminate this Lease upon a specified date which shall be:

(a) In the event of any default under subparagraph 6(f)1 hereof, not less than five (5) days after written notice; or

(b) In the event of default under subparagraph 6(f)2 hereof, not less than ten (10) days after written notice.

2. The following paragraph 3p) is added to Lease:

3(p) SALES TAX. In addition to the rental payments provided for in this Lease including but not limited to Minimum Annual Rent and Adjusted Quarterly Base Rent, Lessee shall pay to Lessor along with each such installment of rent, all sales tax payable on or applicable to such rental payment.

3. The following paragraph 6(g) is added to Lease:

6(g) NOTICES. No notice, request, consent, approval, waiver or other communication under this Lease shall be effective unless same is in writing and hand delivered or mailed by United States mail, certified mail or registered mail, postage prepaid and return receipt requested addressed, as follows:

(a) If intended for the Lessor the notice shall be effective if mailed to the Lessor at:

Harry N. Jacobs, Trustee
Sand Lake Center
890 S.R. 434 North
Altamonte Springs, Florida 32714,

WITH A COPY TO :
LAUREN B. GOODMAN, Esquire
Jacobs & Goodman, P.A.
890 S.R. 434 North
Altamonte Springs, FL 32714

or at such other address as Lessor may hereafter designate by written notice to the Lessee served as herein provided; and

(b) If intended for Lessee a notice shall be effective if mailed to the Lessee at:

Norman A. Rossman and
William J. Goodman,
890 S.R. 434 North
Altamonte Springs, Florida 32714,

with a copy to:

Barry S. Goodman
890 S.R. 434 North
Altamonte Springs, FL 32714

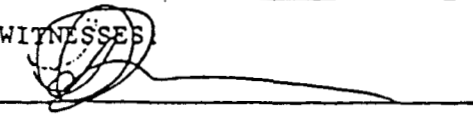
or at such other address or to such other person as either party may hereafter from time to time designate by written notice to the other party served as herein provided.


Such notice shall be effective upon the earlier of receipt at the address specified for notice to a party or five days after mailing in the manner aforesaid.

4. Except as modified herein, Lease is ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 2nd day of May, 1984.


WITNESSES


Shannon Berry
as to all signatures


HARRY N. JACOBS, Trustee
and individually


WILLIAM J. GOODMAN


NORMAN A. ROSSMAN



The West 3/4 of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4 and the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4, all in Section 22, Township 21 South, Range 31 East, all lying and being in Seminole County, Florida.

ALSO:

The East 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 in Section 22, Township 21 South, Range 31 East.

ALSO:

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ALSO:

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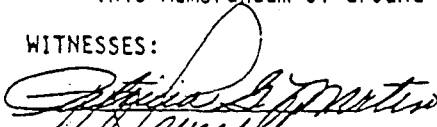
MEMORANDUM OF GROUND LEASE


ON November 2, 1983, a Ground Lease was entered into among HARRY N. JACOBS, Trustee and individually (Lessor) and NORMAN A. ROSSMAN, Trustee and individually, and WILLIAM J. GOODMAN, (Lessee). This Memorandum of that Ground Lease is presented for recording.

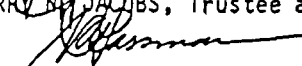
1. Name of Lessor in Ground Lease is Harry N. Jacobs, Trustee and individually.
2. Name of Lessee in Ground Lease is Norman A. Rossman and William J. Goodman.
3. Date of Commencement of the term of the Ground Lease is November 2, 1983.
4. Date of Termination of the Ground Lease is November 1, 2033.
5. Description of the Leased Premises as set forth in such Ground Lease is that real property more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.
6. Lessee has no right of extension or renewal.

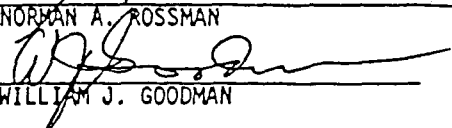
This Memorandum of Ground Lease is executed on November 2, 1983.

WITNESSES:


 as to all signatures


 HARRY N. JACOBS, Trustee and individually


 NORMAN A. ROSSMAN

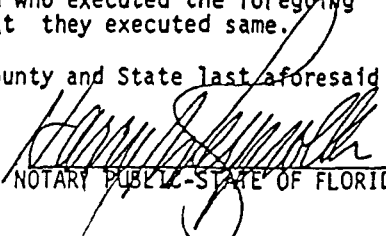

 WILLIAM J. GOODMAN

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared HARRY N. JACOBS, Trustee and individually, NORMAN A. ROSSMAN and WILLIAM J. GOODMAN to me known to be the person(s) described in and who executed the foregoing instrument and they acknowledged before me that they executed same.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of November, 1983.

My Commission Expires: Notary Public, State of Florida
My Commission Expires Oct. 14, 1985
Powered Three Tree Loan Insurance, Inc.


 NOTARY PUBLIC - STATE OF FLORIDA

PREPARED BY & RETURN TO:
HARRY N. JACOBS, Esquire
Jacobs & Goodman, P.A.
890 S.R. 434 North
Altamonte Springs, Florida 32714

The West 3/4 of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4 and the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4, all in Section 22, Township 21 South, Range 31 East, all lying and being in Seminole County, Florida.

ALSO:

The East 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 in Section 22, Township 21 South, Range 31 East.

ALSO:

The East 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 22, Township 21 South, Range 31 East.

ALSO:

The East 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 and the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 22, Township 21 South, Range 31 East.

GROUND LEASE

THIS LEASE is made this 2nd day of November, 1983, by and between HARRY N. JACOBS, Trustee and Individually, whose address is 890 S.R. 434 North, Altamonte Springs, Florida 32714 (hereinafter "Lessor", which expression shall include the heirs, executors, administrators of the named Lessor when the context so permits) and NORMAN A. ROSSMAN and WILLIAM J. GOODMAN, 890 S.R. 434 North, Altamonte Springs, Fl. 32714 (hereinafter both referred to as "Lessee", which expression shall include the heirs, executors, administrators and assigns of the named Lessee when the context so permits). This Lease evidences the grants, covenants and agreements made between the parties with reference to that real property in Seminole County, Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Premises").

1. Being the owner in fee simple of the Premises, Lessor does hereby demise and lease the same to Lessee for a period of fifty (50) years from and after November 2, 1983, the date hereof, to and including November 1, 2033.

2. Covenants and Agreements of Lessor. In connection with the above demise, Lessor covenants with Lessee, that conditioned upon Lessee's performance and observance of Lessee's covenants herein, Lessee shall have the quiet title and peaceable possession of the Premises during the term of this Lease.

3. Covenants and Agreements of Lessee.

(a) RENTS. Lessee will pay to Lessor at Lessor's office at the address designated in the first paragraph of this Lease or such other address as Lessor may from time to time designate in writing, in equal quarterly installments, in advance and without previous demand on the first day of February, May, August, and November during the term hereof beginning May 1, 1984, the amount of rent hereinafter specified.

(b) MINIMUM ANNUAL RENT. For good and valuable consideration, the receipt and sufficiency of which is acknowledged by Lessor, Lessor agrees that no rent shall be payable hereunder until May 1, 1984; provided, however, Lessee shall pay taxes, insurance, and all other amounts due on Premises, as hereinafter set forth during the entire term of this Lease. Beginning on May 1, 1984 and on the first day of each quarter thereafter through and including August 1, 1988, Lessee shall pay to Lessor in equal quarterly installments, in advance, in the amount of \$16,250.00 each, which amount shall herein be referred to as "Minimum Annual Rent". Notwithstanding anything herein to the contrary, the Minimum Annual Rent hereinabove specified shall be adjusted from time to time as hereinafter described in paragraph 3(c).

(c) TOTAL COST OF LIVING ADJUSTMENT. At the first five (5) years of the initial term of this Lease and at the end of each successive five (5) year period thereafter, the Minimum Annual Rent hereinabove described for each successive five (5) year period subsequent to the first five (5) year period occurring during the term of this Lease shall be adjusted upward (but not downward) and shall be computed by multiplying the Minimum Annual Rent set forth in paragraph 3(b) above by a fraction whose numerator shall be "Consumer Price Index" (U.S. City Average-1967=100)-All Items, Bureau of Labor Statistic of the United States Department of Labor for the month prior to the expiration of each five (5) year period and whose denominator shall be said Consumer Price Index (U.S. City Average-All Items) for the month of the commencement date of this Lease, provided that in no event shall such rent be less than the Minimum Annual Rent stated in paragraph 3(b) above. The Lessor shall notify the Lessee of the adjusted quarterly base rent, in writing, prior to the commencement of the succeeding five year period if such rent adjustment occurs. Notwithstanding anything herein to the contrary, failure of Lessor to notify Lessee, in writing, of the adjusted quarterly base rent as set forth herein will not waive Lessor's right to collect said adjusted quarterly base rent nor waive Lessee's obligation to pay Lessor said adjusted quarterly base rent as computed herein. Beginning on November 1, 1988, Lessee shall pay to Lessor in quarterly installments, in advance, the adjusted quarterly base rent in the amount described above.

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(d) TAXES. Lessee, will as same become due and payable (and before same shall become delinquent), pay 16% of the taxes on the premises for the year 1983. Thereafter, during the term of this Lease, Lessee shall pay all taxes, assessments or other public charges levied or assessed on Premises, this Lease, the rents herein reserved and the Premises or any building or other improvements erected thereon; and within one month of any such taxes or assessments becoming due, Lessee shall furnish Lessor with copies of paid invoices therefor. Lessee will at all times indemnify Lessor against any loss or liability in connection with the payment of such taxes, assessments, or charges, or in connection with the payment of any claims or demands becoming chargeable against or payable in respect of the Premises or the use and occupancy thereof. Liability for the payment of taxes, assessments, or other charges imposed by State or Federal law, or the laws of any foreign country, on the income of Lessor or on the passing on any interest in the Leased Premises, generally known as income or inheritance, legacy, succession, or estate taxes are not assumed by Lessee under this provision or any other provision hereof, these being liabilities of Lessor.

Lessee, may at its option and expense, contest any liens, claims or charges of any kind with respect to the Premises which may be thought by Lessee to be unlawful or excessive provided that Lessee shall first have furnished to Lessor reasonable security for the payment of all liability, costs and expenses at the end of the litigation if Lessor requires the same.

(e) UTILITY CHARGES. Lessee shall pay or cause to be paid prior to same becoming delinquent all charges for water, heat, gas, electricity, sewers, and any and all other utilities used upon Premises throughout the term of this Lease, including any connection or impact fees.

(f) In addition to the foregoing, Lessee shall, as further consideration for this Lease, pay and discharge all other taxes, general and special assessments, and other charges of every description which during the term of this Lease may be levied on or assessed against the Premises and all interest therein and all improvements and other property thereon, whether belonging to Lessor or to the Lessee, or for which either of them may become liable in relation thereto.

(g) SUBSTITUTE INDICATOR. If at any time during the term of this Lease, the said index described in paragraph 3(c) above shall cease to be published, there shall be substituted therefor the most similar economic indicator then published.

(h) RESTRICTIONS ON USE. During the term hereof, Lessee will conform to and observe all ordinances, rules and regulations of any City, County, and State with jurisdiction over Premises and of all public authorities, boards, or offices relating to the Premises or the improvements on same or use thereof.

(i) PROHIBITION OF LIENS. Lessee shall not suffer or permit any mechanics' liens or other liens to be filed against the fee of the Premises nor against Lessee's leasehold interest in the Premises nor any buildings or improvements on the Premises by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Lessee or anyone holding the Premises or any part thereof through or under Lessee. If any such liens shall be recorded against Premises, or any improvements thereof, Lessee shall with due diligence cause the same to be removed; or, in the alternative, if Lessee in good faith desires to contest the same and upon first furnishing to Lessor reasonable security for the payment of all liability, costs, and expenses, at the end of litigation if Lessor requires the same, Lessee shall be privileged to do so, but in such case, Lessee hereby agrees to indemnify and save Lessor harmless from all liability for damages occasioned thereby and for Lessor's attorney's fees including those incurred at the appellate level and shall, in the event of a judgment of foreclosure upon the mechanics' lien, cause the same to be discharged and removed prior to the execution of such judgment.

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(
(j) INSURANCE. Lessee will, during the term hereof, at all times have and keep the interest of Lessor in the improvements on the Premises insured against loss or damage by fire under policies of insurance carried by insurance companies of recognized responsibility and credit and duly authorized to transact business in the State of Florida in an amount of at least the full insurable value of such improvements, with Lessor being named as an additional insured thereunder.

Lessee ~~agrees~~ at Lessee's expense at all times during the term of this lease, to maintain in force a policy of insurance written by an insurance company of recognized responsibility and credit and duly authorized to transact business in the State of Florida which will insure Lessor against liability for injury to or death of persons or loss or damage to Lessor's property occurring in or about the Premises with the limits under such policy being no less than \$1,000,000.00.

(k) INDEMNIFICATION OF LESSOR. Lessor shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person who may at any time be using or occupying or visiting Premises or be in, on, or about the same during the term of this Lease, or any extensions or holdovers by Lessee hereof, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or any occupant, subtenant, visitor or user of any portion of the Premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth; and Lessee hereby agrees to and shall indemnify and hold harmless Lessor against all claims, liability, loss or damage whatsoever on account of any such, loss, injury, death, or damage. Lessee hereby waives all claims against Lessor for damages to improvements, if any, that are hereafter placed or built on the Premises and to the Property of Lessee, in, on, or about the Premises, and for injuries to persons or property in or about the Premises, for any cause arising at any time.

(l) ASSIGNMENT OF LEASE. Lessee will not assign or transfer this Lease without the written consent of Lessor during any period where there is an existing default on the part of Lessee in the performance or observance of the conditions of this Lease, or at any time after the loss, destruction or removal of any improvements on the Premises and before the complete repair or reconstruction of same; nor shall Lessee make any assignment or transfer unless the assignee shall expressly assume Lessee's obligations hereunder to Lessor by written instrument filed forthwith for record, an original copy of which is to be delivered to the Lessor.

(m) INDEMNITY AGAINST COST OF LITIGATION. Lessee will pay to, and indemnify Lessor, against liability for the payment of all legal costs and charges, inclusive of attorney's fees lawfully and legally incurred or expended by Lessor in or about the defense of any suit in discharging the Premises or any part thereof from any liens, judgments, or encumbrances created by Lessee on or against the same, or against Lessee's leasehold interest, or any such costs and charges incurred on account of the proceedings and obtain possession of the Premises after the termination of the term of this Lease by forfeiture or otherwise or in any action to enforce its rights under this Lease.

(n) LESSOR MAY CURE CERTAIN DEFAULTS OF LESSEE. In the case of any default on the part of Lessee in payment of any amount or amounts herein required to be paid by it other than amounts payable as rent or in case of any default and procuring of insurance as herein provided, or of a default in hereof, Lessor may make any payment or payments proper and necessary to procure such insurance or to cure any default which may be relieved against by the payment of money and Lessee will thereupon on demand reimburse and pay to Lessor the amount so paid or expended with interest thereon at the highest legal interest rate from the date of any payment made to the date of reimbursement thereof. A like rate of interest shall be payable on all arrears of rent herein provided to be paid. There is reserved to Lessor the right at all reasonable times to enter upon the Premises for the purpose of inspection of the building and such other purposes as may be necessary or proper for the reasonable protection of Lessor's interest in the Premises.

of any obligation of Lessee, Lessor shall have a valid and first lien on all buildings and improvements on the Leased Premises and on the leasehold estate hereby created in favor of the Lessee therein. No act done or suffered by Lessee shall in any manner affect reversionary estate of the Lessor in the Premises or Lessor's lien hereby created, and nothing herein contained shall authorize Lessee on Lessor's behalf to perform any act which may in any way encumber or change title of Lessor's interest in the Premises, unless otherwise specifically provided for herein.

4. Use of Premises to the terms of this Lease. Lessee may use Premises for any lawful purpose provided that notwithstanding anything herein to the contrary, Lessee shall not commit waste on Premises, and Lessee shall not remove any soil from Premises without the prior written consent of Lessor which may be withheld in Lessor's sole and unfettered discretion.

5. Right of Lessor hereunder Assignable. Lessor shall have the right to freely assign its interest or part thereof hereunder; and if such assignment is made in connection with a sale of Premises to the same party purchasing Premises, upon the transfer of all of Lessor's right, title, and interest hereunder to said purchaser, Lessor shall have no further liability hereunder except for any liability which may have arisen prior to such assignment.

6. Mutual Covenants.

(a) WAIVER. No waiver or any breach of any covenant, condition or stipulation hereunder shall be taken to be a waiver of any succeeding breach of the same covenant, condition, or stipulation.

(b) LEASE NOT EXTINGUISHED BY DESTRUCTION OF BUILDING. No damage to or destruction of any building(s) or other improvements which may in the future be constructed on Premises by fire or other casualty shall entitle Lessee to surrender possession of the Premises or to terminate this Lease.

(c) DEMAND FOR RENT AFTER SAME PAYABLE. Any demand for rent or other payment made on Lessee after same has become due and payable shall have the effect as though made at the time of its becoming due and payable, and any previous demand therefor is hereby waived by Lessee.

(d) FIXING RIGHTS OF PARTIES IN LAND AND BUILDINGS AT THE END OF THE TERM. At the end of the term of this Lease, Lessee shall sell to Lessor, and Lessor shall purchase from Lessee all improvements, if any, constructed on Premises for the sum of Ten Dollars (\$10.00).

(e) RIGHTS OF PARTIES IN CASE OF APPROPRIATION TO PUBLIC USE. If any portion of the Premises is taken by appropriation to public use under the right of eminent domain, of the amount awarded for such taking, Lessor shall receive the then present worth of Lessor's reversionary estate in the portion of the land taken and the then present worth of the future rent covered by such abatement as Lessor's entire damages sustained from such appropriation and the remainder of such award shall be received by the Lessee as Lessee's portion of such damage. If the entire Premises are so taken during the term hereof, this Lease shall thereon be taken to be wholly terminated and the award received for the taking of the same shall be divided between the parties in the like manner above provided.

A voluntary conveyance by Lessor to a public utility, agency or authority under the threat of taking under the power of eminent domain in lieu of a formal proceeding shall be deemed a taking within the meaning of this paragraph 6(e).

(f) CONDITIONS OF GRANT. This Lease is made on the condition that the Lessee shall perform all of the covenants and agreements herein set forth to be performed by Lessee. If at any time there is a default on the part of Lessee in the payment of rent, taxes, assessments, or other charges and payments to be made by Lessee, or any part thereof, and if such default continues for a period of five (5) days, or if there is default on the part of Lessee in performance of or observance of any of the remaining covenants or agreements hereof to be observed and performed by Lessee, and such default continues for a period of ten (10) days after written notice of such default being given by Lessor to Lessee, Lessor at any time thereafter shall without demand or notice, which is hereby waived, have the full right, at Lessor's election, and without notice, to enter on Premises and take immediate possession thereof and bring suit for and collect

all rents, taxes, assessments, payments or other charges which shall have accrued up to the date of such entry. Thereupon, from the time of such entry, this Lease and all rights herein granted shall become void for all purposes whatsoever except that the obligations of Lessee to Lessor hereunder shall survive such termination and all improvements made on the Premises shall be forfeited to Lessor, without compensation to Lessee.

IN WITNESS WHEREOF, this Lease is executed in duplicate at Altamonte Springs, Florida, on the day and year first above written.

WITNESSES:

[Signature]
as to all signatures

[Signature]
HARRY N. JACOBS, Trustee and individually

[Signature]
NORMAN A. ROSSMAN.

[Signature]
WILLIAM J. GOODMAN

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared HARRY N. JACOBS, Trustee and individually, NORMAN A. ROSSMAN and WILLIAM J. GOODMAN to me known to be the person(s) described in and who executed the foregoing instrument and they acknowledged before me that they executed same.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of Nov., 19 83.

My Commission Expires:
Notary Public, State of Florida
My Commission Expires Oct. 14, 1985
Bonded thru Troy Title Insurance, Inc.

[Signature]
NOTARY PUBLIC STATE OF FLORIDA

[Handwritten mark]

The West 3/4 of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4 and the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4, all in Section 22, Township 21 South, Range 31 East, all lying and being in Seminole County, Florida.

ALSO:

The East 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 in Section 22, Township 21 South, Range 31 East.

ALSO:

The East 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 22, Township 21 South, Range 31 East.

ALSO:

The East 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 and the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 22, Township 21 South, Range 31 East.

EXHIBIT "A"

