

## LEASE AGREEMENT

**THIS LEASE** is entered this 1st day of April, 2026, by and between **HERNANDO COUNTY**, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604 (hereinafter referred to as "LESSOR"), and **RATP DEV USA, INC.**, a Texas corporation, whose address is 300 Throckmorton St, Ste 670, Ft. Worth, Tx 76102 (hereinafter referred to as "LESSEE").

### **SECTION 1. LEASED PROPERTY / RENT**

**LESSOR** hereby leases to **LESSEE** the real property and building located at 700 Aeriform Drive, Brooksville, Florida 34601, Key No. 1211888, more particularly described as Lot 1, Tract "A" and Tract "B", Bay Cities Gas Corporation, as per the plat thereof recorded in Plat Book 25, Page 30, of the Public Records of Hernando County, Florida. The building consists of 1,440 sq. ft. of office space to be leased at \$14.00 per sq. ft. for a total of \$20,160.00 per annum or \$1,680.00 per month (hereinafter referred to as "the Property"). The rent shall increase by four (4) percent annually, on each anniversary date of the five (5) year term.

### **RATP Dev Lease**

Sq Ft	Amount	Total
1440	\$14.00	\$20,160.00
<i>4% increase every April 1st</i>		

Year	Yearly	Monthly
2026	\$20,160.00	\$1,680.00
2027	\$20,966.40	\$1,747.20
2028	\$21,805.08	\$1,817.09

2029	\$22,677.24	\$1,889.77
2030	\$23,584.32	\$1,965.36
2031	\$24,527.72	\$2,043.98

## **SECTION 2. TERM**

The term of this Lease Agreement shall expire at midnight on the day before the fifth (5<sup>th</sup>) anniversary of the Lease Agreement. By March 31, 2031, the parties may elect to enter into a new lease agreement with terms to be decided at that time, as long as the **LESSEE'S** contract with Hernando County is in good standing. If the **LESSEE'S** contract gets terminated with Hernando County, the **LESSEE** will have thirty (30) days to vacate "the Property". The **LESSOR** or **LESSEE** may terminate this Agreement at any time upon delivery of a written notice of termination to the other Party at least 180 days prior to the date of termination.

## **SECTION 3. RESPONSIBILITIES**

**(A) LESSOR** further grants to **LESSEE** for the term of the Lease Agreement, access for the purposes of pedestrian and vehicular ingress and egress to and from an open and improved public road and **LESSEE** will have the following responsibilities and maintenance duties regarding the Property as indicated below:

- (1) The routine replacement of HVAC air filters.
- (2) The routine replacement of light bulbs.
- (3) Provide any equipment necessary in order to obtain and maintain any electric, telephone, internet/internet wiring, television cable service or outside dishes deemed necessary for their operation.

**(4) LESSEE** is responsible for costs associated with their acquiring electric, gas,

internet/satellite, water/sewer/garbage services from City of Brooksville, and/or cable service(s).

(5) **LESSEE** is responsible for any and all security measures deemed necessary to protect the Property and **LESSEE'S** possessions.

(6) **LESSEE** will ensure that all vehicles, whether personal or County-owned, are licensed, operable and parked in designated areas.

(7) **LESSEE** will assume all responsibility for any and all janitorial duties of the Property and keep the vicinity in good repair, sanitary, with a neat appearance.

(8) **LESSEE** will assume responsibility for the landscaping and general yard maintenance at the Property.

(9) **LESSEE** will be responsible for personal property such as furniture, window treatments, general office equipment and any other related equipment.

(10) **LESSEE** will maintain proof of liability insurance in the minimum amount of \$1,000,000 and shall name Hernando County as an additional insured.

(11) Permission must be obtained from **LESSOR** for any on-site construction, additions and/or changes to the interior floor space of the building. Any work done must be compliant with state, federal and local laws. Placement of out-buildings must also receive the permission of the **LESSOR** and when **LESSEE** vacates the Property, all out-buildings must be removed at **LESSEE'S** expense unless otherwise agreed by the parties. Outdoor storage shall be limited to vehicles only, unless otherwise agreed by the parties.

(12) **LESSEE** will supply a key to **LESSOR'S** designee to be used by **LESSOR** only in emergencies, in **LESSEE'S** absence. **LESSEE** will allow inspection of the Property at a reasonable time by **LESSOR'S** designee with adequate notification.

**(B) LESSOR** shall be responsible for the following:

- (1) Roof, exterior walls and the working order of the HVAC systems including repair or replacement if necessary.
- (2) Water and sewer piping under the foundation slab and within the walls.
- (3) Providing routine building maintenance in the manner and to the extent deemed by **LESSOR** to be "standard" by Hernando County. Maintenance also includes electrical wiring repair but excludes janitorial services and landscaping/yard mowing.
- (4) The **LESSEE** will be provided access to the Property always and the building is being let unfurnished.

(5) **LESSOR** will allow the **LESSEE** to place appropriate signage that is mutually agreed to above the Property, on exterior walls, glass windows or doors as authorized by the City of Brooksville's codes/ordinances.

#### **SECTION 4. CASUALTY AND CONDEMNATION**

**(A)** In the event of a partial destruction of the Property, or so much of it as to prevent the continuation of **LESSEE'S** permitted use, by fire or any other event, **LESSOR** shall repair and restore the Property to its prior condition within ninety (90) days, or as otherwise agreed to by the parties. If the damages or repairs cause normal operations to cease, **LESSEE'S** lease payments shall be suspended back to the date of the destruction. Should the Property be more than forty percent (40%) destroyed by an event, the **LESSOR** may elect to terminate this Lease Agreement by providing written notice to **LESSEE**, which termination shall be effective as of the date of the destruction; otherwise, the **LESSOR** shall make the required repairs as set out above.

**(B)** If all or any part of the Property is taken by eminent domain, or under threat of eminent domain, so as to prevent the continuation of **LESSEE'S** permitted use in a reasonable manner, then **LESSOR** may terminate this Lease Agreement by providing written notice to **LESSEE**. Termination shall be effective upon receipt by **LESSEE** of notice and proof of a copy of the "Notice to Owner" or "Notice to Business Owner" sent by the condemning authority. Upon such termination, **LESSOR**, **LESSEE**, and any Vendor shall be entitled to claim damages and/or relocation expenses as against the condemning authority pursuant to Florida law.

#### **SECTION 5. INDEMNIFICATION**

**LESSEE** agrees to protect, defend, reimburse, indemnify, and hold the **LESSOR**, its agents, employees and officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney's fees) and causes of action of every kind and character, except to the extent caused by **LESSOR'S** own negligence or intentional misconduct. This clause shall survive the termination of this Lease Agreement. Notwithstanding anything contrary within this Lease Agreement, the **LESSOR** is not waiving any of its rights as a sovereign local government. **LESSOR** agrees to reciprocate and indemnify **LESSEE** to the same extent as set out above.

#### **SECTION 6. NOTICES**

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail return receipt requested, to the following addresses:

To **LESSOR**: Hernando County Public Works Department  
1525 East Jefferson Street  
Brooksville, FL 34601

To **LESSEE**: RATP Dev USA Inc.  
300 Throckmorton St Ste 670  
Ft. Worth, TX 76102

#### **SECTION 7. AUTHORITY**

**LESSOR** and **LESSEE** covenant and warrant that they have full right, power and authority to execute this Lease Agreement. The parties covenant and warrant that their execution and performance of this Lease Agreement will not violate any laws, ordinances, covenants, or the provisions of any note, lease, or other agreement.

#### **SECTION 8. ENVIRONMENTAL LAWS**

**(A)** As used herein, the term "environmental laws" shall mean any and all local, state or federal statutes, regulations or ordinances pertaining to the environment or natural resources. As used herein, the term "hazardous substance" shall mean any toxic or hazardous waste or substance (including, without limitation, medical waste) that is regulated by environmental laws.

**(B)** **LESSEE** agrees to comply with all applicable federal, state, and local environmental laws, ordinances, rules, regulations and orders that apply to the **LESSEE'S** operations.

#### **SECTION 9. SUCCESSORS AND ASSIGNS**

This Lease Agreement shall run with the Property unless otherwise indicated and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns for the term of the Lease Agreement or any renewal terms.

#### **SECTION 10. MISCELLANEOUS**

**(A)** This Lease Agreement shall be construed in accordance with the laws of the

State of Florida. In the event any litigation arises out of this Lease between the parties, each party shall be responsible for paying its own attorney's fees and costs. Venue for any legal action arising pursuant to this Lease shall be in the Fifth Judicial Circuit, Hernando County, Florida. As permitted by law, the parties waive their rights to trial by jury.

**(B)** This Lease Agreement constitutes the entire agreement and understanding of the parties and supersedes all previous offers, negotiations, and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this Lease must be in writing and executed by both parties.

**(C)** In accordance with Florida law, the following notice is hereby given to **LESSEE: RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITY, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.**

**(D)** All PAYMENTS from LESSEE to LESSOR shall be made payable to the Hernando County Department of Public Works or Hernando County and mailed to the following address:

Hernando County Department of Public Works  
1525 East Jefferson Street  
Brooksville, Florida 34601

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**IN WITNESS WHEREOF**, this Lease has been duly executed by the parties hereto, under seal, as of the day and year first written above. Signed, sealed, and delivered in the presence of:

WITNESS AS TO LESSEE:

Rebecca Harrison  
Signature

Rebecca Harrison  
Printed Name

**LESSEE:**

**RATP Dev USA, Inc.,**  
**a Texas Corporation**

Megan Darrow  
Signature

Megan Darrow  
Printed Name

Director of Sourcing  
Title

Tree 7 LLC  
Signature

Teresa M. Powell  
Printed Name

ATTESTATION FOR LESSOR:

Attest: \_\_\_\_\_  
Doug Chorvat, Jr., Clerk

**LESSOR:**

**HERNANDO COUNTY, a political  
subdivision of the State of Florida**

\_\_\_\_\_, Chairman

Approved as to form and legal sufficiency

Jon Jouben  
County Attorney