

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this 23rd day of October 1990, A.D. between PROCACCI FINANCIAL GROUP, LTD. party of the first part hereinafter called the Lessor whose Federal Identification Number is 59-2753265, and the County of Nassau, a political subdivision of the State of Florida, party of the second part, hereinafter called the Lessee, in and for the benefit of the HRS Nassau County Public Health Unit.

WITNESSETH:

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under conditions hereinafter set out, those certain premises in FERNANDINA BEACH, NASSAU COUNTY, FLORIDA, described as follows:

1728 square feet in the building located at 1303 Jasmine Street, Fernandina Beach, Florida.

which shall constitute an aggregate area of 1728 square feet of net rentable space measured in accordance with the Department of General Services' Standard Method of Space Measurements at the rate of SEE ADDENDUM per square foot per year; the Lessor shall also provide parking spaces for the use of the Lessee as part of this lease agreement.



I TERM

TO HAVE AND TO HOLD the above described premises for a term commencing on the 1st day of December 1990, to and including the 30th day of November 1992.

II RENTALS

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described premises for the term set out in this lease and the Lessee agrees to pay the Lessor the sum of _____ (SEE ADDENDUM) per month for the rental period described in Article I of this lease. The rent for any fractional part of the first month shall be prorated. The rent shall be payable the month following the month of occupancy. The rentals shall be paid to the Lessor at 401 West Linton Boulevard, Delray Beach, Florida, 33444.

III HEATING, AIR CONDITIONING AND JANITOR SERVICES

1. a. THE Lessor agrees to furnish to the Lessee heating and air conditioning equipment and maintain same in satisfactory operation at all times for the leased premises during the term of the lease at the expense of the Lessor.

b. The Lessor agrees to maintain thermostats in the demised premises at 68 degrees Fahrenheit during the heating season and 78 degrees Fahrenheit during the cooling season; and certifies that boilers therein have been calibrated to permit the most efficient operation.


2. The Lessor agrees to furnish janitorial services and all necessary janitorial supplies for the leased premises during the term of the lease at the expense of the Lessor.

IV LIGHT FIXTURES

1. a. The Lessor agrees to install in the demised premises light fixtures for the use of the Lessee.

b. The Lessor shall be responsible for replacement of all bulbs, lamps, tubes and starters used in such fixtures for the purpose of furnishing light.

2. The Lessor certifies that the lighting levels within the demised premises are maintained at and do not exceed the following levels: 10 footcandles in hall and corridors; 30 footcandles in other public areas; 50 footcandles in office, conference rooms, etc.; set forth in the State Energy Management Plan, Volume II Section F.



V MAINTENANCE AND REPAIRS

1. The Lessor shall provide for interior maintenance and repairs in accordance with generally accepted good practices, including repainting, the replacement of worn or damaged floor covering and repair or replacement of interior equipment as may be necessary due to normal useage. The Lessee shall, during the term of this lease, keep the interior of the demised premises in as good a state of repair as it is at the time of commencement of this lease, reasonable wear and tear are unavoidable casualties excepted.

2. The Lessor shall maintain and keep in repair the exterior of the demised premises during the term of this lease and shall be responsible for the replacement of all windows broken or damaged in the demised premises, except such breakage or damage caused to the exterior of the demised by the Lessee, its officers, agents or employees.

3. The Lessor shall maintain the interior and exterior of the demised premises so as to conform to all applicable health and safety laws, ordinances and codes which are presently in effect and which may subsequently be enacted during the term of this lease and any renewal periods.

4. The Lessor agrees to furnish pest control services for the leased premises during the term of the lease at the expense of the Lessor.

VI UTILITIES

That the Lessor will promptly pay all gas, water and electric rates or charges which may become payable during the term of this lease for the gas, water and electricity used by the Lessee on the demised premises.

VII HANDICAPPED STANDARDS AND ALTERATIONS

1. The Lessor agrees that the demised premises now conform, or that prior to Lessee's occupancy, the said premises shall; at Lessor's expense, be brought into conformance with the requirements of Sections 255.21 and 255.211, Florida Statutes, and Chapter 13D-1, Florida Administrative Code, providing Standards for Special Facilities for the Physically Disabled.

2. That the Lessee shall have the right to make any alterations in and to the demised premises during the term of this lease upon first having obtained the written consent thereto of the Lessor. The Lessor shall not capriciously withhold the consent to any such alterations.

VIII INJURY OR DAMAGE TO PROPERTY ON PREMISES

That all property of any kind that may be on the premises during the continuancy of this lease shall be at the sole risk of the Lessee, and except for any negligence of the Lessor, the Lessor shall not be liable to the Lessee or any other person for any injury loss or damage to property or to any person on the premises.

IX FIRE AND OTHER HAZARDS

1. In the event that the demised premises, or the major part thereof, are destroyed by fire, lightning or storm or other casualty, the Lessor at its option may forthwith repair the damage to such demised premises at its own cost and expense. The rental thereon shall cease until the completion of such repairs and the Lessor will immediately refund the pro rata part of any rentals paid in advance by the Lessee prior to such destruction; should the premises be only partly destroyed, so that the major part thereof is usable by the Lessee, then the rental shall abate to the extent that the injured or damaged part bears to the whole of such premises and such injury or damage shall be restored by the Lessor as speedily as is practicable and upon the completion of such repairs, the full rental shall commence and the lease shall then continue the balance of the term.

2. The Lessor shall provide for fire protection during the term of this lease in accordance with the fire safety standards of the State Fire Marshal. The Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirement of the State Fire Marshal. The Lessor agrees that the demised premises shall be available for inspection by the State Fire Marshal, prior to occupancy by the Lessee, and at any reasonable time thereafter.

3. The Lessor certifies that no asbestos was used in the construction of the demised premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.



X EXPIRATION OF TERM

At the expiration of the term, the Lessee will peaceably yield up to the Lessor the demised premises in good and tenantable repair. It is understood and agreed between the parties that the Lessee shall have the right to remove from the premises all personal property of the Lessee, and all fixtures, machinery, equipment appurtenances and appliances placed or installed on the premises by it, provided the Lessee restores the premises to as good a state of repair as they were in prior to the removal.

XI SUBLETTING AND ASSIGNMENT

The Lessee upon and obtaining of the written consent of the Lessor, which written consent shall not capriciously be withheld, shall have the right to sublet all or any part of the demised premises, or to assign all or any part of the demised premises.

XII NOT CONSENT TO SUE

The provisions, terms or conditions of this lease shall not be construed as a consent of the County of Nassau to be sued because of said lease hold.

XIII WAIVER OF DEFAULTS


The waiver by either party of any breach of this lease by the other party shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this lease.

XIV RIGHT OF LESSOR TO INSPECT

The Lessor, at all reasonable times, may enter into and upon the demised premises for the purpose of viewing the same and for the purpose of making any such repairs as they are required to make under the terms of this lease.

XV BREACH OF COVENANT BY LESSEE

These presents are upon this condition, that, except as provided in this lease, if the Lessee shall neglect or fail to perform or observe any covenant herein contained, which on the Lessee's part is to be performed and such default shall continue for a period of thirty (30) days after receipt of written notice thereof from the Lessor to the Lessee, then the Lessor lawfully may, immediately or at any time thereafter, and without further notice or demand, enter into and upon the demised premises, or any part thereof, and repossess the same as of their former estate and expel the Lessee and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of



trespass and thereupon this demise shall terminate but without prejudice to any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of the Lessee's covenants herein contained.

XVI BREACH OF COVENANT BY LESSOR

If breach by Lessor and not cured within thirty (30) days after written receipt of notice from Lessee, Lessee shall have the right to terminate the lease.

XVII ACKNOWLEDGEMENT OF ASSIGNMENT

That the Lessee upon the request of the Lessor shall execute such acknowledgement or acknowledgements, or any assignment, or assignments, of rentals and profits made by the Lessor to any third person, firm or corporation, provided that the Lessor will not make such request unless required to do so by the Mortgagee under a mortgage, or mortgages, executed by the Lessor.

XVIII TAXES, INSURANCE, AND COMMISSIONS

1. Lessor shall pay all real estate taxes and fire insurance premiums on the demised premises. Lessor shall not be liable to carry fire insurance on the person or property of the Lessee or any other person or property which may now or hereafter be placed in the demised premises.

2. Lessor agrees, covenants, certifies and warrants to Lessee that no portion of the rent payable pursuant to Article II of this Lease agreement includes, represents, is based on or is attributable to any commission or fee which is paid or is payable by Lessor as the result of Lessor's having utilized or contracted for the services of any real estate broker, salesman, agent or firm in any aspect of Lessor's dealings or any dealings involving the leasing of the demised premises to Lessee.

XIX AVAILABILITY OF FUNDS

The obligations of the Lessee under this lease agreement are subject to the availability of funds lawfully appropriated annually for its purposes by the County Commissioners of Nassau County and/or the availability of funds through contract or grant programs.

XX USE OF PREMISES

The Lessee will not make or suffer any unlawful, improper or offensive use of the premises or any use or occupancy thereof contrary to the laws of the State of Florida or to such Ordinances of the City and/or County in which the demised premises are located, now or hereinafter made, as may be applicable to the Lessee.

XXI RENEWAL

The Lessee is hereby granted the option to renew this lease for 2 additional one (1) year periods upon the same terms and conditions (except at specified rates as identified in addendum). If the Lessee desires to renew this lease under the provisions of this Article, it shall give the Lessor written notice thereof not more than six months nor less than three months prior to the expiration of the term provided in Article I of the lease.

XXII NOTICES AND INVOICE

All notices required to be served upon the Lessor shall be served by registered or certified mail, return receipt requested, at: 401 West Linton Boulevard, Delray Beach, FL 33444, and all notices required to be served upon the Lessee shall be served by registered or certified mail, return receipt requested, at the address of the Lessee: Board of County Commissioners, P.O. Box 1010, Fernandina Beach FL 32034. Invoices, in triplicate, shall be submitted monthly to:

Board of County Commissioners,
P.O. Box 1010
Fernandina Beach, FL 32034

XXIII DEFINITION OF TERMS

a. The terms "lease," "lease agreement," or "agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this lease.

b. The terms "Lessor" and "Lessee" shall include the successors and assigns for the parties hereto.

c. The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

XXIV ADDITIONAL TERMS

(check one)

 X Any and all additional covenants or conditions appear on the attached.

 No additional covenants or conditions form a part of this lease.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed, the day and year above written.

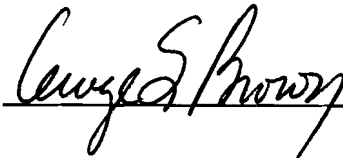
ORIGINAL SIGNATURE REQUESTED ON ALL COPIES

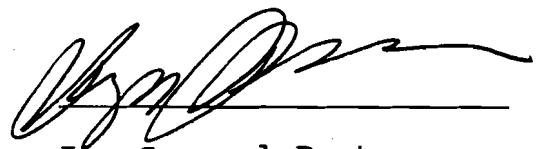
LESSOR

Signed, sealed and delivered

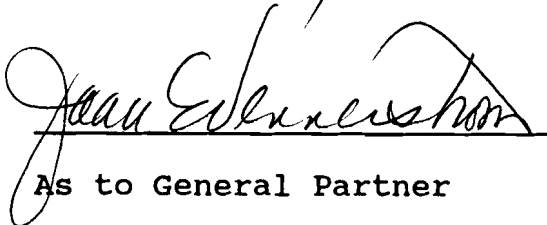
in the presence of:

Procacci Financial Group, Ltd.





Its General Partner,



As to General Partner

ATTEST: _____

James J. Hyslop
Chairman

The County of Nassau

LESSEE:

J. Green

in the presence of:

Signed, sealed and delivered

As to Lessee

Attest by Manager

NASSAU COUNTY

ADDENDUM # 1

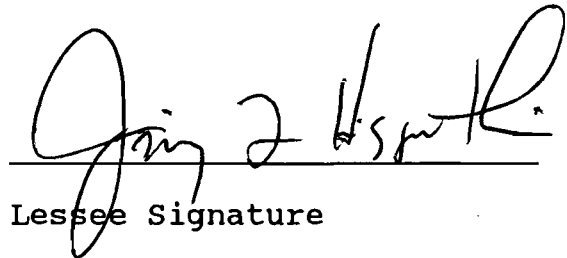
ARTICLE I TERMS AND ARTICLE II RENTALS

1. For period commencing December 1, 1990 and including November 31, 1991: \$10.25 per square foot per year for a monthly rental of one thousand four hundred seventy-six dollars (\$1476.00)

2. For period commencing December 1, 1991, to and including November 30, 1992: \$10.66 per square foot per year for a monthly rental of one thousand five hundred thirty-five and 04/100 dollars (\$1,535.04)



Lessor Signature



Lessee Signature

NASSAU COUNTY

ADDENDUM #2

ARTICLE XX - RENEWAL

The Lessee is hereby granted the option to renew for two one (1) year periods at the following rates:

FIRST RENEWAL PERIOD

1. For the period commencing December 1, 1992 and including November 30, 1993: \$11.08 per square foot per year for a monthly rental of one thousand five hundred ninety-five and 52/100 dollars. (\$1,595.52)

SECOND RENEWAL PERIOD

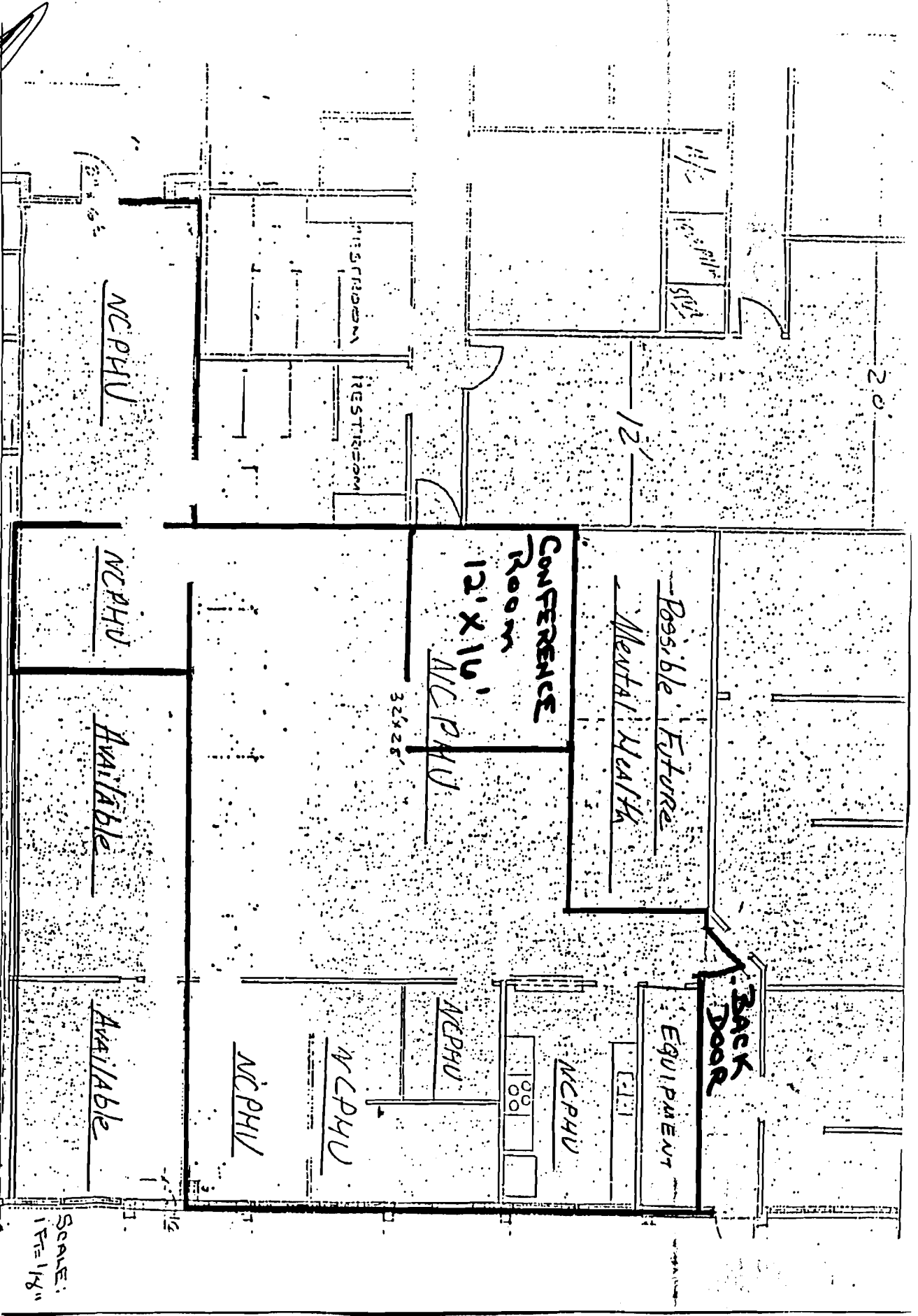
1. For the period commencing December 1, 1993 to and including November 30 1994: \$11.52 per square foot per year for a monthly rental of one thousand six hundred fifty-eight and 88/100 dollars. (\$1,658.88)



Lessor Signature



Lessee Signature



20'

12'

RESTROOM

RESTROOM

CONFERENCE Room

12' x 14'

NCPHD

32' x 28'

Possible Future
Mental Walk

Back Door

EQUIPMENT

NCPHD

NCPHD

NCPHD

NCPHD

NCPHD

NCPHD

Available

Available

SCALE:
1/4" = 1'-0"