

LEASE

THIS LEASE, entered into and executed this 22nd day of November____, 1993, between HEALTHCARE MANAGEMENT SERVICES, INC. (hereinafter called "Lessor"), and BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, (hereinafter called "Lessee"),

WITNESSETH:

The Lessor, for and in consideration of the rents hereinafter to be paid by the Lessee, hereby demise and lease unto the Lessee the premises located in Nassau County, Florida, and more particularly described as follows:

570 Square Feet
420 South Kings Road
Callahan, Florida 32011

To have and to hold said premises for the term beginning the 1st day of April, 1993, and ending the 31st day of March, 1996, unless the term shall be sooner terminated as hereinafter provided.

1. In consideration of said demise, the Lessee covenants and agrees to pay to the Lessor annually as rent for said premises the total sum of \$3,887.16, plus Florida State Sales Tax, for the term of this Lease payable \$323.93 per month, plus Florida State Sales Tax, on the first day of each and every month in advance without demand to Healthcare Management Services, Inc., c/o The Doctor's Office of West Nassau, 420 South Kings Road, Callahan, Florida 32011; ATTENTION: Angela Holmes.

2. Each of the following events shall be a default hereunder by Lessee and a breach of this Lease Agreement:

- a. If Lessee shall fail to pay Lessor any rent or additional rent as and when the same shall become due and payable and shall not make such payment within 10 days after written notice thereof by Lessor to Lessee;
- b. If Lessee or any successor or any assignee of Lessee while in possession shall file a petition in bankruptcy or insolvency or for reorganization under the bankruptcy laws, or shall voluntarily take advantage of any such law or act by answer or otherwise, or if Lessee is a corporation and such corporation shall be dissolved or shall make an assignment for the benefit of creditors.
- c. If voluntary proceedings under any such bankruptcy laws, or for the dissolution of a corporation shall be instituted against Lessee or such successor or assignee, or if a receiver or trustee shall be

appointed of all or substantially all of the property of Lessee or such successor or assignee.

- d. If this Lease or the interest Lessee hereunder shall be transferred or assigned in a manner other than herein permitted.
- e. If Lessee shall breach any covenant provided for herein.

3. In the event of any such default, the Lessor may, at Lessor's option, terminate this Lease and re-enter upon the property whereupon the term hereby granted and at Lessor's option, all right, title and interest in or under it, shall end and the Lessee shall become a tenant at sufferance; or else said Lessor, may at Lessor's option, elect to declare the entire rent for the balance of the term or any part thereof due and payable forthwith and may proceed to collect the same either by distress or otherwise and thereupon said term shall terminate the option of the Lessor, or else the said Lessor may take possession of the premises and rent the same for the account of the Lessee. The expression "entire rent for the balance of the term" as used herein shall mean all of the rent prescribed to be paid by the Lessee until the Lessor for the full term of the Lease, less however, any payments that have been made on account of the Lessee pursuant to the terms of said Lease.

4. Upon the expiration of the initial term of this Lease, Lessee shall have the option to renew this Lease for a three year period under the same terms of this Lease except; however, the rent shall be adjusted in accordance with the established Consumer Price Index (CPI) as of the first day of each option period.

5. The taking of the possession hereunder shall be conclusive evidence of Tenant's acknowledgment of receipt of the premises in a thoroughly good order, tenantable, healthy and safe condition and repair as of the commencement of the Lease. Lessee hereby further covenants that it will not permit or suffer any noise, disturbance or nuisance whatsoever, nor allow any unhealthy or unsafe or untenable condition on said premises which shall be detrimental to the premises or annoying to the occupants of the building in which the premises are located and should said premises not be so maintained, then in that event, this shall be considered a default under the terms of this Lease Agreement.

6. The Lessee covenants and agrees not to assign, transfer, mortgage, pledge or hypothecate this leasehold or to sublet the demised premises or any part thereof without prior written consent of the Lessor, which consent shall not be unreasonably withheld.

7. The Lessee shall not make any alterations or changes in the demised premises without prior written consent of Lessor.

8. Should Lessor or Lessee employ an attorney because of the breach by either party of any of the terms, covenants or agreements contained in this Lease, the losing party will pay the prevailing party a reasonable attorney's fee, together with all costs and charges incurred by, through or in connection with such collection, or enforcement of the covenants herein.

9. Lessee agrees that Lessee will keep the exterior of the premises including all common passageways, sidewalks, alleyways and entrance ways, free from all merchandise, boxes, furniture, equipment, refuse and debris at all times. The sidewalks, entrances, passages, courts, corridors, vestibules, halls, or grounds in or about the Building shall not be obstructed or used for storage or for any purpose other than ingress or egress by Lessee.

In the event that the Lessee shall fail to keep the area as set forth above free from the debris of Lessee, then in that event, Lessor shall clean the area which is Lessee's responsibility and Lessee shall reimburse Lessor for all actual expenses incurred in the cleaning and maintenance of the area.

10. Lessee shall indemnify and save harmless the Lessor from any and all claims, suits, actions, damages or causes of action arising during the term of this Lease for any personal injury, loss of life or damage to property sustained in the leased premises, by reason or as a result of the Lessee's occupancy thereof and from and against any order, judgments, or decrees which may be entered thereon and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim and the investigation thereof.

11. It is agreed by Lessee that this Lease shall be subject and subordinate to any mortgage, deed of trust, or other liens now on the premises or which may hereafter be made on account of any proposed loan to be placed on said premises, by the Lessor to the full extent of all debts and charges secured thereby; and to any renewals, extensions and modifications of all or any part thereof which Lessor may hereafter at any time elect to place on said premises, and said Lessee agrees upon request to hereafter execute any paper or papers which the counsel for the Lessor may deem necessary to accomplish that end, and in default of Lessee's doing so the Lessor is hereby empowered to execute such paper or papers in the name of the Lessee and as the act and deed of said Lessee and this authority is declared to be coupled with an interest and not revocable.

12. Lessee shall keep the demised premises and the property in which the demised premises are located free from any liens arising out of any work performed, materials furnished or any obligations incurred by Lessee.

13. The Lessor is not obligated to provide any services other than explicitly provided herein to the Lessee.

14. The Lessee agrees that it will contract for and provide the following services at its expense:

- a. Interior Suite Maintenance
- b. Janitorial Services for the Leased Premises
- c. Telephone Service

15. The Lessor will provide:

- a. Electricity
- b. Water and Sewage
- c. Exterior Building Maintenance
- d. Landscape Maintenance
- e. Garbage Pickup Services

16. Lessee agrees at its own expense to maintain in full force and effect during the lease term a policy or policies of comprehensive public liability insurance including property damage, written by one or more responsible insurance companies licensed to do business in the State of Florida, which will insure Lessee and Lessor (and such other persons, firms, or corporations as are designated by Lessor) against liability for injury to persons and/or property and death of any person or persons incurring in or about the premises. Each policy shall be approved as to form and insurance company by lessor and the liability of such insurance shall not be less than \$100,000.00 accident and not less than \$25,000.00 property damage. Lessor will maintain adequate fire insurance on the building. Lessee will insure his own contents.

17. Lessee agrees that no hazardous trade or occupation shall be permitted or carried on the premises and nothing will be done or permitted or nothing will be kept in or about the premises which will increase the risk or hazard of fire or damage so as to increase Lessor's hazard insurance premium or cause Lessor's hazard insurance policy to be void. The Lessee further covenants not to conduct any business that is contrary to or in violation of the laws of the United States of America or the State of Florida or the ordinances of the City of Jacksonville.

18. Lessor or Lessor's authorized agent may at any reasonable time enter and view said premises and make any repairs which in Lessor's opinion may be necessary.

19. Lessor's waiver of breach of any one covenant or condition of this Lease is not a waiver of breach of others nor a subsequent breach of the one waived. Lessor's acceptance of the rent installments after breach is not a waiver of any other breach, except of breach of the covenant to pay the rent installments when past due and shall not be construed to be a waiver of refusal to accept payments in the future.

20. In the event the premises are destroyed or so damaged by fire or other casualty during the term of this Agreement so that they become untenable, then in that event, the Lessor shall have

the right to render said premises tenantable by making the necessary repairs within ninety (90) days therefrom. During the repair period when building is untenable, the rental hereunder shall abate and not be owed by Lessee for said period. Rental shall recommence when building is rendered tenantable and occupancy is recommenced. If said premises are not rendered tenantable within said time, it shall be optional with either party to cancel this Lease. In the event of such cancellation, the rent shall be paid only to the date of such fire or casualty.

21. This Lease Agreement shall inure and be binding upon the successors, assigns, heirs and administrators of the parties hereto.

22. It is hereby agreed by and between the parties that the finding of one provision clause or paragraph of this Lease to be null and void shall not have effect upon the remaining provisions of the Lease and all other provisions shall remain in full force and effect.

23. Lessor must approve all signs before erected on structure of property but will not unreasonably withhold approval.

24. Lessee shall, on the expiration or the sooner termination of the Lease term, surrender to the Lessor the leased property, including all improvements constructed or placed by the Lessee thereon, with all equipment of Lessor in or appurtenant thereto.

25. Lessor agrees to maintain and repair the exterior of building, including the roof, structural walls, sewer and water pipes and parking area maintenance. Lessee shall be responsible for maintaining his interior leased space.

26. Window coverings other than building standard, either inside or outside the windows, may only be installed with Lessor's prior written consent. The window coverings must be furnished, installed and maintained at the expense of Lessee and at Lessee's risk, and must be of such shape, color, material, quality and design as may be prescribed by Lessor. Lessee shall not place or allow anything to be against or near the glass of partitions, doors or windows of the premises which may diminish the light in or be unsightly from the exterior of the Building, public halls or corridors. Lessor may provide interior window treatment at Lessor's expense and selection of standards for building.

27. If Lessee desires additional telegraphic, telephone, burglar alarm or signal connections, or the installation of any other electrical wiring, Lessor will, upon receiving a written request from Lessee and at Lessee's expense, direct the electricians as to where and how the wires are to be introduced and run, and without such direction no boring, cutting or installation of wires will be permitted. Lessee shall not install or erect any antennae, aerial wires or other equipment inside or

outside the leased premises without, in every instance, obtaining prior written approval from the Lessor.

28. Lessee shall not create or maintain a nuisance in the Premises nor make or permit any noise or odor or use or operate any devices that emit loud sounds, air waves, vibrations, or odors, that are objectionable to other occupants or lessees of this or any adjoining building or premises; nor shall the Premises be used for lodging or sleeping nor for any immoral or illegal purpose that will damage the leased premises, or injure the reputation of the building.

29. Lessee and occupants shall observe and obey all parking and traffic regulations imposed by Lessor on the premises. Lessor in all cases reserves the right to designate "no parking" zones, traffic right-of-ways and general parking area procedures. Failure of Lessee to comply with parking regulations will constitute a default under this Lease. Lessor may institute such measures for proper parking as are necessitated by conditions existing at a particular time, including but not limited to towing, impounding and/or tagging of improperly parked vehicles.

30. Lessor reserves the right at all times to exclude newsboys, loiterers, vendors, solicitors and peddlers from the Building and to require registration, satisfactory identification and credentials from all persons seeking access to any part of the Building at times other than during ordinary business hours. Lessor shall exercise its best judgement in executing such control but shall not be held liable for granting or refusing such access.

31. Lessee shall be responsible for the installation of security devices within the leased premises to protect such premises from theft, robbery and pilferage. Except during Lessee's normal business hours, Lessee shall keep all doors to the leased premises locked and other means of entry to such premises closed and secured, and be liable for any loss caused by its failure to do so.
so.

32. Lessee shall not in any manner deface or damage the building in which the leased premises are located.

33. The toilets and other water and sewer apparatus and fixtures shall not be used for purposes other than those for which they were designed, and no sweepings, matches, rags, disposable diapers, ashes, or other improper articles shall be disposed therein. The cost of repairing any damage resulting from such misuse of any of same shall be borne by Lessee, but Lessor reserves exclusive right to select to authorize the selection of repairmen required to repair any such damage.

34. Lessee agrees to pay a five percent (5%) late charge should rent be received in Lessor's office after the 10th of any month.

35. In the event that the Lessor shall discontinue its operations in the building in which the Premises is located, Lessor may, in its sole discretion, cancel the Lease. For purposes of exercising these termination rights, Lessor's discontinuance of operations shall include, but not be limited to, its sale of the building or its lease of the building to physicians or other tenants for a fair market rental rate.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Carnie Prull
Susan Lane
As to Lessor

HEALTHCARE MANAGEMENT SERVICES,
INC.


By Sandra O. Ladd
"LESSOR"

Joyce J. Bradley
Jarvis R. Cason
As to Lessee

By James E. Estess
BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FLORIDA
"LESSEE"

AMENDMENT TO LEASE

Either party may cancel this lease upon written notification to the other party. Said written notification must provide a ninety (90) day period in which to vacate the premises. No further monies shall be due pursuant to the lease if the ninety (90) day clause is invoked.



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DOCTOR'S OFFICE NETWORK, INC.

1325 San Marco Blvd., Suite 801 Jacksonville, FL 32207
(904) 393-2779

October 18, 1993

Mr. Armon Summerall
Director
Department of Emergency Services
Nassau County Annex
11 North 14th Street
P. O. Box 12
Fernandina Beach, FL 32034-0494

Dear Mr. Summerall:

Enclosed is a revised lease reflecting the new rental rate for the Callahan facility. The rent has been increased \$33.93 a month and will again be fixed for a three year period at \$323.93 a month. This rate was calculated as discussed utilizing the CPI in April of 1990 of 128.9 and April of 1993 of 144.0.

The term of the lease begins at the end of the last lease, but will be executed in October as this is when we are signing the agreement. Except when I will be out of town from October 20-22, I am available to answer any questions you may have @ 393-2771.

Your prompt attention is greatly appreciated.

Sincerely,



Sandra O. Doolittle
Vice President
Physician Support Services

SOD/sml

Enclosure