

SECOND AMENDMENT TO LEASE DATED NOVEMBER 22, 1993 BETWEEN
HEALTHCARE MANAGEMENT SERVICES, INC., AS LESSOR, AND BOARD OF
COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, AS LESSEE, AT 420
SOUTH KINGS ROAD, CALLAHAN, FLORIDA 32011

HEALTHCARE MANAGEMENT SERVICES, INC., as Lessor, and BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, as Lessee, do hereby agree this 18th day of October, 1996 that the modifications contained herein shall control in construing the defined terms as they pertain to the above referenced Lease thereto dated November 22, 1993, (hereinafter referred to as "the Lease").

1. Healthcare Management Services, Inc. has been renamed Consolidated Health Services, Inc.
2. The termination date of the Lease has been extended to March 31, 1999.

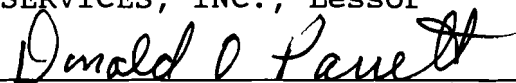
Except as amended by the foregoing provisions, all other terms and conditions set forth in the Lease shall remain unmodified and shall continue in full force and effect, including the first Amendment to the Lease whereby either party may cancel the Lease upon written notification to the other party, which notice shall provide for a 90 day period in which to vacate the premises.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Amendment to the Lease as of the day and year first written above.

WITNESS



CONSOLIDATED HEALTHCARE
SERVICES, INC., Lessor

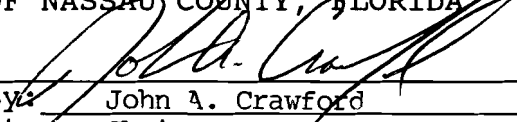


Donald O. Parrett, President

WITNESS



BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FLORIDA



By: John A. Crawford
Its: Chairman

U.S. Department of Labor
Bureau of Labor Statistics
Consumer Price Index for All Urban Consumers(CPI-U)
U.S. City Average
1982 - 84 = 100
All Items



YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	1ST Half	2ND Half	AVG	% Change		YEAR	
																Dec - Dec	Avg - Avg		
1976	55.6	55.8	55.9	56.1	56.5	56.8	57.1	57.4	57.6	57.9	58.0	58.2			56.9	4.9	5.8	1976	
1977	58.5	59.1	59.5	60.0	60.3	60.7	61.0	61.2	61.4	61.6	61.9	62.1			60.6	6.7	6.5	1977	
1978	62.5	62.9	63.4	63.9	64.5	65.2	65.7	66.0	66.5	67.1	67.4	67.7			65.2	9.0	7.6	1978	
1979	68.3	69.1	69.8	70.6	71.5	72.3	73.1	73.8	74.6	75.2	75.9	76.7			72.6	13.3	11.3	1979	
1980	77.8	78.9	80.1	81.0	81.8	82.7	82.7	83.3	84.0	84.8	85.5	86.3			82.4	12.5	13.5	1980	
1981	87.0	87.9	88.5	89.1	89.8	90.6	91.6	92.3	93.2	93.4	93.7	94.0			90.9	8.9	10.3	1981	
1982	94.3	94.6	94.5	94.9	95.8	97.0	97.5	97.7	97.9	98.2	98.0	97.6			96.5	3.8	6.2	1982	
1983	97.8	97.9	97.9	98.6	99.2	99.5	99.9	100.2	100.7	101.0	101.2	101.3			99.6	3.8	3.2	1983	
1984	101.9	102.4	102.6	103.1	103.4	103.7	104.1	104.5	105.0	105.3	105.3	105.3	102.9	104.9	103.9	3.9	4.3	1984	
1985	105.5	106.0	106.4	106.9	107.3	107.6	107.8	108.0	108.3	108.7	109.0	109.3	106.6	108.5	107.6	3.8	3.6	1985	
YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	1ST Half	2ND Half	AVG	% Change		YEAR	
																Dec - Dec	Avg - Avg		
1986	109.6	109.3	108.8	108.6	108.9	109.5	109.5	109.7	110.2	110.3	110.4	110.5	109.1	110.1	109.6	1.1	1.9	1986	
1987	111.2	111.6	112.1	112.7	113.1	113.5	113.8	114.4	115.0	115.3	115.4	115.4	112.4	114.9	113.6	4.4	3.6	1987	
1988	115.7	116.0	116.5	117.1	117.5	118.0	118.5	119.0	119.8	120.2	120.3	120.5	116.8	119.7	118.3	4.4	4.1	1988	
1989	121.1	121.6	122.3	123.1	123.8	124.1	124.4	124.6	125.0	125.6	125.9	126.1	122.7	125.3	124.0	4.6	4.8	1989	
1990	127.4	128.0	128.7	128.9	129.2	129.9	130.4	131.6	132.7	133.5	133.8	133.8	128.7	132.6	130.7	6.1	5.4	1990	
1991	134.6	134.8	135.0	135.2	135.6	136.0	136.2	136.6	137.2	137.4	137.8	137.9	135.2	137.2	136.2	3.1	4.2	1991	
1992	138.1	138.6	139.3	139.5	139.7	140.2	140.5	140.9	141.3	141.8	142.0	141.9	139.2	141.4	140.3	2.9	3.0	1992	
1993	142.6	143.1	143.6	144.0	144.2	144.4	144.4	144.8	145.1	145.7	145.8	145.8	143.7	145.3	144.5	2.7	3.0	1993	
1994	146.2	146.7	147.2	147.4	147.5	148.0	148.4	149.0	149.4	149.5	149.7	149.7	147.2	149.3	148.2	2.7	2.6	1994	
1995	150.3	150.9	151.4	151.9	152.2	152.5	152.5	152.9	153.2	153.7	153.6	153.5	151.5	153.2	152.4	2.5	2.8	1995	
1996	154.4	154.9	155.7	156.3	156.6	156.7													

Handl's Copy

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:

HEALTHCARE MANAGEMENT SERVICES,
INC.

Carrie Druhl

By Sandra D. Dwyer

Susan Lane

As to Lessor

"LESSOR"

Joyce D. Bradley

By [Signature]
BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FLORIDA

James R. Cason

As to Lessee

"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.

16/b:\amendlse

cc: Walt

RECEIVED OCT 25 1996

#20

CONSOLIDATED HEALTH SERVICES, INC.

Real Estate Department
1325 San Marco Boulevard, Suite 901
Jacksonville, Florida 32207
(904)202-5225 (904)398-4488 fax

BOARD MEETING
DATE: 11-25
ACTION: 20
INFO: _____

1996

October 18, 1996

Mr. Walt Gossett, County Coordinator
Nassau County
Board of County Commissioners
P.O. Box 1010
Fernandina Beach, Fl 32034

Re: Extension of Lease for 420 South Kings Road;
Department of Emergency Services

Dear Mr. Gossett,

I was referred to you in order to have extended the subject lease for our facility in Callahan which is partially leased to Nassau County's Department of Emergency Services.

For your convenience, I have enclosed a copy of the existing Lease with its attached First Amendment and our proposed Second Amendment. This Second Amendment would extend this lease for an additional three years while still allowing either party to cancel with a 90 day notice.


Also, the monthly rent was to have increased effective April 1, 1996 based upon the CPI so I have also enclosed a copy of a CPI report which indicates that the rent should be as computed below:

CPI 4/1/93	144.0	
CPI 4/1/96	156.3	
Increase is	8.54%	
Current monthly rent		\$323.93
Increase at 8.54%		\$ 27.66
New monthly rent effective 4/1/96		\$351.59

7 mos = 193.62

Please remit to us the unpaid difference in this rent from 4/1/96 to the present and, if acceptable, sign both copies of the enclosed Second Amendment and return one copy to me.

Sincerely,



Bill Lee
Property Manager

cc: Ken Perry



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
John A. Crawford
Pete Cooper
Chris Kirkland
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

T. J. "Jerry" GREESON
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

December 10, 1996

Mr. Bill Lee, Property Manager
Consolidated Health Services, Inc.
Real Estate Department
1325 San Marco Boulevard, Suite 901
Jacksonville, FL 32207

Dear Mr. Lee:

Enclosed is a fully executed second amendment to a lease dated November 22, 1993 between Healthcare Management Services, Inc. and the Nassau County Board of County Commissioners for the Emergency Services facility at 420 South Kings Road, Callahan, Florida.

If we may be of any further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry Greeson", is written over the typed name and title.

T. J. "Jerry" Greeson
Ex-Officio Clerk

jmg

Enclosure

cc: Walter D. Gossett, County Coordinator

(904) 225-9021 Board Room; 321-5703, 879-1029, 355-6275

An Affirmative Action / Equal Opportunity Employer