ASSIGNMENT OF LEASE AGREEMENT SEMINOLE COMMUNITY MENTAL HEALTH CENTER/ASPIRE HEALTH PARTNERS, INC.

THIS ASSIGNMENT is made and entered into this 4th day of September, 20 14, by and between SEMINOLE COMMUNITY MENTAL HEALTH CENTER, INC., whose address is 237 Fernwood Boulevard, Fern Park, Florida 32730, hereinafter referred to as "ASSIGNOR", ASPIRE HEALTH PARTNERS, INC., whose address is 1800 Mercy Drive, Suite 100, Orlando, Florida 32808, hereinafter referred to as "ASSIGNEE", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, COUNTY and ASSIGNOR entered into that certain Lease Agreement on April 29, 2005 for the property located at 300 Bay Avenue, Sanford, Florida; and

WHEREAS, ASSIGNOR, has recently merged with ASSIGNEE and wishes to assign its rights and obligations under the Lease Agreement to ASSIGNEE; and

WHEREAS, both the Board of Directors and members of ASSIGNOR and ASSIGNEE desire this assignment; and

WHEREAS, Section 10 of the Lease Agreement entered into between COUNTY and ASSIGNOR on April 29, 2005 requires ASSIGNOR to obtain COUNTY's prior written consent before assigning the lease; and

WHEREAS, COUNTY, ASSIGNOR, and ASSIGNEE all feel that assignment of this

Lease Agreement to ASSIGNEE will best serve the needs of all parties,

CERTIFIED COPY

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

Assignment of Lease Agreement

BY

Seminole Community Mental Health Center to Aspire Health Partners

DEPUTY CLERK

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY, ASSIGNOR, and ASSIGNEE agree as follows:

- (1) ASSIGNOR assigns all of its rights in that certain Lease Agreement with COUNTY dated April 29, 2005 for the property located at 300 Bay Avenue, Sanford, Florida to ASSIGNEE, effective immediately.
- (2) ASSIGNEE accepts the above assignment and agrees to be bound by all of the terms and conditions of that Lease Agreement dated April 29, 2005 to be performed on the part of ASSIGNOR, and ASSIGNEE agrees to indemnify COUNTY against any and all liabilities under that Agreement, effective immediately.
- (3) COUNTY hereby consents to the foregoing assignments between ASSIGNOR and ASSIGNEE of those contracted rights and duties as set forth in the Lease Agreement dated April 29, 2005.

IN WITNESS WHEREOF, the parties hereto have made and executed this Assignment on the date below written.

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10.	

ATTEST:

SEMINOLE COMMUNITY MENTAL HEALTH CENTER, INC.

, Secretary

DEBBIE DRISKELL, President

(CORPORATE SEAL)

Date: 7-15-14

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ATTEST: , Secretary (CORPORATE SEAL)	ASPIRE HEALTH PARTNERS, INC By: Ruy Kamb , President Date: 7-15-14
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMBLE COMMISSIONERS
MARY ANNE MORSE	By: ROBERT DALLA I, Chairman
Clerk to the Board of County Commissioners of Seminole County, Florida.	Date: 09/04/2014
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at its $\frac{\partial \omega}{\partial \omega}$, 2014, regular meeting.
Approved as to form and legal sufficiency.	
Og Sand Ortre	

MCC
7/9/14
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