

**FIRST AMENDMENT TO LEASE AGREEMENT
SEMINOLE COUNTY MENTAL HEALTH CENTER**

THIS FIRST AMENDMENT TO LEASE AGREEMENT is to that Lease Agreement entered into on the 29th day of April, 2005, by and between Seminole Community Mental Health Center, Inc., which assigned its interest in the Lease Agreement to ASPIRE HEALTH PARTNERS, INC. on September 4, 2014, this assignee being duly authorized to conduct business in the State of Florida, whose address is 1800 Mercy Drive, Suite 11, Orlando, Florida 32808, and this assignee being hereinafter referred to as "TENANT," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, hereinafter referred to as "LANDLORD."

WITNESSETH:

WHEREAS, Seminole Community Mental Health Center, Inc. and LANDLORD entered into the above referenced Lease Agreement on April 29, 2005, for the property located at 300 Bay Avenue, Sanford, Florida, for a term of ten (10) years commencing April 29, 2005 and ending April 28, 2015; and

WHEREAS, Seminole Community Mental Health Center, Inc., assigned its interest in the Lease Agreement to ASPIRE HEALTH PARTNERS, INC., as this entity is described in the preamble to this First Amendment, on September 4, 2014; and

WHEREAS, Section 22 of the Lease Agreement provides that no amendments or modifications of the Lease Agreement will be valid or binding unless expressed in writing and executed by the parties in the same manner as the execution of the original Lease Agreement; and

WHEREAS, the parties desire to extend the Lease Agreement for another five (5) years and provide for an additional renewal term of five (5) years to enable both parties to continue to enjoy the mutual benefits that the Lease Agreement provides,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this First Amendment to Lease Agreement, the parties agree to amend the Lease Agreement as follows:

I. All references to TENANT in the Lease Agreement are amended to mean ASPIRE HEALTH PARTNERS, INC., as this entity is described in the preamble to this First Amendment to Lease Agreement.

II. Section 2 of the Lease Agreement is amended to read:

Section 2. TERM AND RENEWAL. This Lease Agreement commences on April 29, 2005 and continues for a term of fifteen (15) years until it ends on April 29, 2020, unless terminated sooner as provided for in Section 17 of the Lease Agreement. This Lease Agreement may be renewed upon the same terms and conditions for a single five (5) year period, commencing on April 30, 2020 and ending on April 29, 2025.

III. Section 12 of the Lease Agreement is amended to read:

Section 12. INSURANCE.

(a) **GENERAL.** TENANT shall, at TENANT's own cost, procure the insurance required under this Section.

(1) TENANT shall furnish LANDLORD with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial

General Liability). LANDLORD, its officials, officers, and employees must be additional named insureds under the Commercial General Liability policy. The Certificate of Insurance must provide that LANDLORD will be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by TENANT, TENANT shall provide LANDLORD with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate must contain a statement that it is being provided in accordance with this Lease Agreement and that the insurance is in full compliance with the requirements of this Lease Agreement. In lieu of the statement on the Certificate, TENANT shall, at the option of LANDLORD, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with this Lease Agreement and that the insurance is in full compliance with the requirements of this Lease Agreement.

(3) In addition to providing the Certificate of Insurance, if required by LANDLORD, TENANT shall, within thirty (30) days after receipt of the request, provide LANDLORD with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by LANDLORD nor failure to disapprove the insurance furnished by TENANT relieves TENANT of TENANT's full responsibility for performance of any obligation including TENANT indemnification of LANDLORD under this Lease Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Lease Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove this authorization by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes (2014), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2014), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.



(3) If, during the period which an insurance company is providing the insurance coverage required by this Lease Agreement, an insurance company: 1) loses its Certificate of Authority, 2) no longer complies with Section 624.4621, Florida Statutes (2014), as this statute may be amended from time to time, or 3) fails to maintain the requisite Best's Rating and Financial Size Category, then TENANT shall, as soon as TENANT has knowledge of any such circumstance, immediately notify LANDLORD and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Lease Agreement. Until such time as TENANT has replaced the unacceptable insurer with an insurer acceptable to LANDLORD TENANT will be in default of this Lease Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of TENANT, TENANT shall, at TENANT's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in this Lease Agreement, the insurance must become effective prior to the commencement of work by TENANT and must be maintained in force until the Agreement completion date. The amounts and types of insurance must conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) TENANT's insurance must cover TENANT and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy must be as follows:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) TENANTS insurance must cover TENANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by TENANT (inclusive of any amounts provided by an Umbrella or Excess policy) must be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability Policy with amount of specified for each project:

General Aggregate	\$Two (2) Times Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. TENANT shall carry limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(d) COVERAGE. The insurance provided by TENANT pursuant to this Lease Agreement must apply on a primary basis and any other insurance or self-insurance maintained

by LANDLORD or LANDLORD's officials, officers, or employees must be excess of and not contributing with the insurance provided by or on behalf of TENANT.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Lease Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements does not relieve TENANT, its employees or agents of liability from any obligation under Section 11 of this Lease Agreement concerning Indemnification of LANDLORD or any other provisions of this Lease Agreement.



IV. Section 23 of the Lease Agreement is amended to read:

Section 23. NOTICES. Whenever either party desires to notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested and sent to:

LANDLORD:

Public Works Department
Fleet & Facilities Management Division
205 West County Home Road
Sanford, FL 32773

TENANT

Aspire Health Partners, Inc.
237 Fernwood Boulevard.
Fern Park, FL 32732

V. Section 26 is added to the Lease Agreement and reads:

26. **LANDLORD'S RIGHT TO INSPECT.** LANDLORD reserves the right to inspect the Leased Premises on an annual basis upon reasonable advance notice to TENANT.

VI. Except as modified, all terms and conditions of the Lease Agreement remain in full force and effect, as originally set forth in the Lease Agreement.

IN WITNESS WHEREOF, the parties have executed this instrument for the purpose expressed in this First Amendment to Lease Agreement.

ATTEST:


KAREN FLORIO, Secretary

(CORPORATE SEAL)

ASPIRE HEALTH PARTNERS, INC.


By:


JERRY KASSAB, President

Date:


1-13-15

ATTEST:


MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

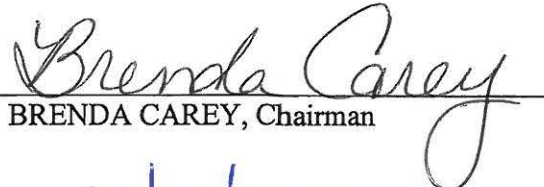
For the use and reliance
Seminole County only.

Approved as to form and
legal sufficiency.


County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:


BRENDA CAREY, Chairman

Date:

03/10/2015

As authorized for execution by the Board of
County Commissioners at its March 10,
2015, regular meeting.

DGS/dre
10/24/14

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