

**FOURTH AMENDMENT TO SEMINOLE COUNTY HEALTH DEPARTMENT
AND COMMUNITY SERVICES LEASE**

THIS FOURTH AMENDMENT is to that certain Lease made and entered into on the 2nd day of February, 2005, between **J.A.B. SHOPPING CENTER II, LLC**, a Florida limited liability company, whose address is C/o Baer's Furniture Co., Inc., 1589 N.W. 12th Avenue, Pompano Beach, Florida 33069, hereinafter referred to as "LANDLORD," and **SEMINOLE COUNTY**, a Charter County and 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 "TENANT."

W I T N E S S E T H:

WHEREAS, TENANT and The Greater Construction Corporation, a Florida corporation, entered into the above referenced Lease on February 2, 2005, which was subsequently amended December 24, 2009 and June 25, 2013 and September 23, 2014, for the lease of certain property (collectively the original and all amendments are hereinafter referred to as the "Lease"); and

WHEREAS, Greater Properties, Inc. acquired title to the leased property after separating from its parent company, The Greater Construction Corporation; and

WHEREAS, LANDLORD acquired title to the leased property from Greater Properties, Inc. by a Special Warranty Deed effective January 8, 2015 and recorded in Official Records Book 8399, pages 1945-1948 of the public records of Seminole County on January 21, 2015; and

WHEREAS, Greater Properties, Inc. assigned its interest in the Lease to LANDLORD by an Assignment of Leases and Rents dated January 8, 2015, a copy of which is attached as Exhibit A and is incorporated by reference in this Fourth Amendment to Seminole County Health Department and Community Services Lease ("Fourth Amendment"); and

WHEREAS, the Lease was amended on September 23, 2014 to provide for an original term from March 1, 2005 until February 28, 2018 and three additional renewal periods each consisting of a one year term; and

WHEREAS, the parties have determined that it would be in their best interest to continue rather than terminate this Lease; and

WHEREAS, the parties agree the Lease should be amended to reflect the new identity of LANDLORD,

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

1. The foregoing recitals are true and correct and form a material part of this Lease upon which the parties have relied.
2. All references to LANDLORD in the Lease henceforth mean J.A.B. SHOPPING CENTER II, LLC, as described in the preamble of this Fourth Amendment.
3. Section 22 of the Lease concerning notices is amended as follows:

Section 22. Whenever either party desires to give notice unto the other, notice may be sent to:

For LANDLORD:

J.A.B. Shopping Center II, LLC
C/o Baer's Furniture Co., Inc.
Attn: Ira Baer, Registered Agent
1589 N.W. 12th Avenue
Pompano Beach, Florida 33069

For TENANT:


Contract and Leasing Coordinator
Facilities Maintenance Division
Public Works Department
205 West County Home Road
Sanford, Florida 32773

Either of the parties may change by written notice as provided above, the addresses or persons for receipt of notices.

4. Except as modified by this Fourth Amendment, all terms and conditions of the Lease remain in full force and effect, as previously set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

WITNESSES:

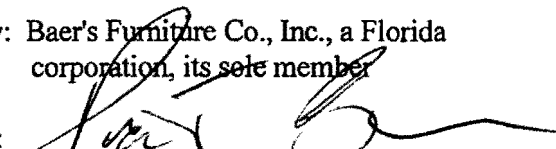


SIGNATURE
Jerome F Baer

PRINT NAME

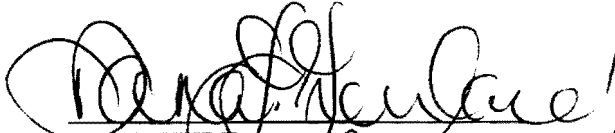
J.A.B. SHOPPING CENTER II, LLC
a Florida limited liability company

By: Baer's Furniture Co., Inc., a Florida corporation, its sole member

By: 

IRA BAER, Vice President

Date: 11/29/15



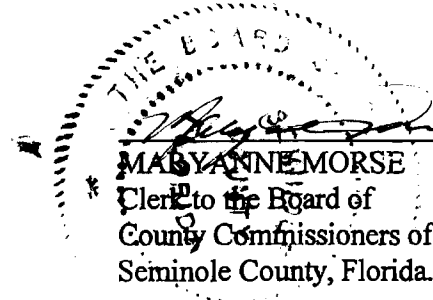
SIGNATURE
Robert Greenland

PRINT NAME

[Balance of this page intentionally left blank; signatory page continues on Page 4.]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA



Maryanne Morse

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

By: *Brenda Carey*

 BRENDA CAREY, Chairman
 Date: *02-16-15*

For the use and reliance of
Seminole County only.
Approved as to form and
legal sufficiency.

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

David A. Shields

 County Attorney

DGS/dre
01/28/15

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EXHIBIT A

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment") is executed and delivered as of this 8th day of January, 2015 by GREATER PROPERTIES, INC., a Florida corporation ("Assignor") to and for the benefit of J.A.B. SHOPPING CENTER II, LLC, a Florida limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor has previously entered into various leases ("Leases") described in Exhibit "A" attached hereto (the "Rent Roll"), with respect to certain space located at 1006 through 1068 State Road 436 and 108 through 276 Sausalito Boulevard, Casselberry, Florida, more particularly described on Exhibit "B" attached hereto (the "Property"); and

WHEREAS, Assignor desires to assign to Assignee all of its right, title and interest in, to and under the Leases and the rents, deposits held and other amounts owing by tenants thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest as "landlord" or "lessor" in, to and under the Leases, and all rents, deposits held and other amounts owing by tenants thereunder. The deposits held are as listed in the Rent Roll. Assignee hereby accepts such assignment and assumes all obligations of the "landlord" under the Leases arising from and after the date of this Assignment.

2. Indemnity by Assignor. Assignor shall indemnify and hold Assignee harmless from any claim, liability, cost or expense (including without limitation reasonable attorneys' fees and costs) arising out of (a) any obligation or liability of the landlord or lessor under the Leases which were to be performed or which became due during the period in which Assignor owned the Real Property, and (b) any obligation or liability of landlord or lessor under the Leases arising after the date hereof relating to acts or omissions occurring prior to the date hereof during the period Assignor owned the Real Property.

3. Assumption. Assignee hereby assumes all liabilities and obligations of Assignor under the Leases which arise on or after the date hereof and agrees to perform all obligations of Assignor under the Leases which are to be performed or which become due on or after the date hereof (except those obligations for which Assignee is indemnified pursuant to Section 2 above for which Assignor shall remain liable and except for those obligations arising due to acts or omissions occurring prior to the date hereof).

4. Indemnity by Assignee. Assignee shall indemnify and hold Assignor harmless from any claim, liability, cost or expense (including without limitation reasonable attorneys' fees) arising out of Assignee's failure to perform any obligations or liability of the landlord or lessor under the Leases arising on or after the date upon which the Leases are assumed by Assignee hereunder. Assignee shall be released from its obligations under this Section 4 on the date

Assignee conveys the Real Property to another party and such other party assumes the obligations of Assignee as landlord under the Leases.

5. Representations and Warranties. Assignor hereby represents and warrants to Assignee (a) that it has full power and authority to assign the Leases to Assignee, (b) that the Leases are in full force and effect and have not been modified or amended in any manner whatsoever, except as disclosed to Assignee, and (c) all right, title and interest of Assignor in and to the Leases is free and clear of any and all claims, liens and encumbrances whatsoever and that it does warrant and will forever defend the same against the claim or claims of all persons whomsoever.

6. Further Assurances. Assignor covenants with Assignee and Assignee covenants with Assignor that each will execute or procure any additional documents necessary to establish the rights of the other hereunder.

7. Counterparts. This Assignment may be executed by the parties in counterparts, in which event the signature pages thereof shall be combined in order to constitute a single original document.

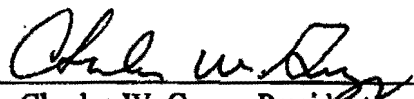
8. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment the day and year first above written.

"ASSIGNOR"

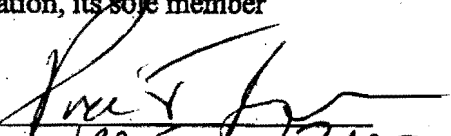
GREATER PROPERTIES, INC., a Florida corporation

By: 
Charles W. Gregg, President

"ASSIGNEE"

J.A.B. SHOPPING CENTER II, LLC,
a Florida limited liability company

By: Baer's Furniture Co., Inc., a Florida corporation, its sole member

By: 
Name: TRA J. BAER
Title: V.P. / CEO

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment the day and year first above written.

"ASSIGNOR"

GREATER PROPERTIES, INC., a Florida corporation

By: _____
Charles W. Gregg, President

"ASSIGNEE"

J.A.B. SHOPPING CENTER II, LLC,
a Florida limited liability company

By: Baer's Furniture Co., Inc., a Florida corporation, its sole member


By: 
Name: IRA J. BAER
Title: Vice President

EXHIBIT "B"

GREATER MARKET PLACE I:

TOTAL PARCEL:

Commencing at a bolt at the center of Section 21, Township 21 South, Range 30 East, Seminole County, Florida, lying in the centerline of Red Bug Lake Road; run South 00°05'11" West along the East line of the Southwest 1/4 of said Section a distance of 52.0 feet to the Point of Beginning; thence continue South 00°05'11" West along said East line of the Southwest 1/4 a distance of 867.52 feet to the North Right-of-Way line of Sausalito Blvd; thence run North 89°11'20" West along said Right-of-Way line a distance of 516.59 feet to the Easterly Right-of-Way line of State Road 436; thence run Northerly along said Right-of-Way to the left along a curve having a radius of 2010.08 feet and a chord bearing of North 09°48'53" West, a distance of 653.81 feet along the arc; thence run to the right along a curve having a radius of 1738.67 feet and a chord bearing of North 01°19'52" West a distance of 113.24 feet along the arc; thence run North 00°32'09" East 115.21 feet to the South Right-of-Way line of Red Bug Lake Road; thence run South 89°07'41" East along said Right-of-Way as recorded in Book 1020, Page 94, of the Official Records of Seminole County, Florida, a distance of 630.43 feet to the Point of Beginning; LESS the North 103.0 feet of the East 105.0 feet of the above described land. Included within the Total Parcel, but not constituting the whole of the Total Parcel, are the following Parcels A, B and C:

PARCEL A:

From the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 21, Township 21 South, Range 30 East, run North 00°05'11" East 842.81 feet to the Point of Beginning; thence continue North 00°05'11" East 246.00 feet; thence North 89°07'41" West 630.58 feet to a point on the Easterly Right-of-Way line of Semoran Boulevard (S.R. 436), said point being a point on a curve concave Easterly having a radius of 1738.67 feet, a central angle of 01°31'48" and a chord bearing South 02°25'52" East; thence along the arc of said curve 46.42 feet to a point on the Easterly Right-of-Way line of Semoran Boulevard (S.R. 436) said point being a point on a curve concave Westerly and having a radius of 2010.06 feet, a central angle of 05°57'13" and a chord bearing South 16°09'21" East; thence along the arc of said curve 208.87 feet to a point on a curve; thence run South 89°07'41" East 570.13 feet to the POINT OF BEGINNING.

PARCEL B:

Commencing at a bolt in the center of Section 21, Township 21 South, Range 30 East, Seminole County, Florida lying in the centerline of Red Bug Lake Road; run South 00°05'11" West along the East line of the Southwest 1/4 of said Section a distance of 52.0 feet to a point on the South Right-of-Way line of Red Bug Lake Road; thence run North 89°07'41" West along said Right-of-Way a distance of 481.00 feet to the Point of Beginning; thence run South 00°32'09" West 182.00 feet; thence run North 89°07'41" West 148.15 feet to a point on a curve on the East line of Winter Park Drive, said curve being concave Easterly having a radius of 1738.67 feet, a

central angle of $02^{\circ}12'07''$ and a chord that bears North $00^{\circ}33'54''$ West; thence run Northerly along said East line and the arc of said curve 66.82 feet; thence continuing along said East line run North $00^{\circ}32'09''$ East 115.21 feet to the South Right-of-Way line of said Red Bug Lake Road; thence run South $89^{\circ}07'41''$ East 149.43 feet along said Right-of-Way line to the Point of Beginning.

PARCEL C:

Commencing at a bolt at the center of Section 21, Township 21 South, Range 30 East, Seminole County, Florida lying in the centerline of Red Bug Lake Road; run South $00^{\circ}05'11''$ West along the East line of the Southwest 1/4 of said Section a distance of 919.52 feet to the North Right-of-Way line of Sausalito Boulevard; thence run North $89^{\circ}11'20''$ West along said Right-of-Way line a distance of 318.32 feet to the Point of Beginning; thence continue North $89^{\circ}11'20''$ West along said North Right-of-Way line 198.27 feet to the Easterly Right-of-Way line of State Road 436; thence run Northerly 135.00 feet along the arc of a curve concave Westerly, having a radius of 2010.08 feet, a central angle of $03^{\circ}50'53''$ and a chord that bears North $02^{\circ}25'14''$ West; thence run South $89^{\circ}11'20''$ East 229.49 feet; thence run South $00^{\circ}05'11''$ West 109.44 feet; thence run Southwesterly 39.59 feet along the arc of a curve concave Northwesterly, having a radius of 25.00 feet, a central angle of $90^{\circ}43'27''$ and a chord that bears South $45^{\circ}26'57''$ West to the Point of Beginning.

GREATER MARKET PLACE II:

The North 40 feet of the Southeast 1/4 of the Southwest 1/4 lying East of Semoran Boulevard (S.R. 436) and the South 337.31 feet of the Northeast 1/4 of the Southwest 1/4 lying East of Semoran Boulevard (S.R. 436) all in Section 21, Township 21 South, Range 30 East, Seminole County, Florida.

ALSO DESCRIBED AS:

Commencing at a bolt at the center of Section 21, Township 21 South, Range 30 East, Seminole County, Florida, lying in the centerline of Red Bug Lake Road run South $00^{\circ}05'11''$ West 965.52 feet along the East line of the Southwest 1/4 of said Section 21 to the Point of Beginning; thence continue South $00^{\circ}05'11''$ West 377.31 feet along said East line; thence run North $89^{\circ}11'20''$ West 544.459 feet along the South line of the North 40.00 feet of the Southeast 1/4 of the Southwest 1/4 of said Section 21; thence run North $04^{\circ}47'04.5''$ East 258.739 feet along the Easterly Right-of-Way line of State Road 436; thence continue Northerly along said Easterly Right-of-Way line and the arc of a curve concave Westerly having a radius of 2010.06 feet; a central angle of $03^{\circ}23'59''$ and a chord of 119.25 feet that bears North $03^{\circ}05'05''$ East; thence run South $89^{\circ}11'20''$ East 517.03 feet along the South Right-of-Way line of Sausalito Boulevard to the Point of Beginning.