

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS <u>AGENDA ITEM SUMMARY</u>

Meeting Date:	May 15, 2012	[X] Consent	[] Regular
		[] Ordinance	[] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Second Amendment to Lease Agreement (R2006-1267) with S&S Enterprises, Inc., for the County's continued use of 1,247 SF of office space for a Palm Beach County Sheriff's Office (PBSO) substation in the Sierra Square Plaza on Indiantown Road in western Jupiter at an annual rate of \$25,004.55.

Summary: Since May 22, 2007, the County has leased 1,247 SF of storefront office space at the Sierra Square Plaza on Indiantown Road in western Jupiter for a PBSO substation serving North County/Jupiter Farms. PBSO feels strongly that this substation is essential to its operations in the North County/Jupiter Farms area. No County owned space is available to accommodate this program and the rent is comparable to other available commercial space in this area. The Lease expires on May 21, 2012, and this Second Amendment extends the term by four (4) years to May 21, 2016, decreases the base rent adjustment and increases the CAM adjustment portions of the total rent. The effect of these adjustments is that the annual total rent will stay at the current rate for the first year of the term extension, and increase approximately three percent (3%) annually thereafter. The increases in future years are due primarily to increased CAM charges arising out of connection to Jupiter's water and sewer system. (PREM) District 1 (HJF)

Background and Justification: PBSO's District 3 stretches from Belvedere Road north to the Martin County line and from the Intracoastal Waterway west to 20 Mile Bend, and serves over 130,000 residents. District 3 includes the Jupiter Farms area in which this substation is located. There are no County facilities in this area available to accommodate this use. PBSO feels strongly that this substation is essential to serve their operations in the North County/Jupiter Farms area. Attached is a fact sheet prepared by PBSO in support of their position.

The Board approved the original Lease on July 11, 2006. As the substation office was not yet completed, the five (5) year term didn't begin until the Certificate of Occupancy was received on May 22, 2007; accordingly, the Lease expires on May 21, 2012. On May 1, 2007, the Board approved the

(continued on page 3)

Attachments:

- 1. Location Map
- 2. PBSO fact sheet for District 3 substation
- 3. Second Amendment To Lease Agreement
- 4. Budget Availability Statement
- 5. Disclosure of Beneficial Interests for S&S Enterprises, Inc.
- 6. Disclosure of Beneficial Interests for Jan Jakubcin Trust
- 7. Short Form Lease between S&S Rentals, L.L.C., and S&S Enterprises, Inc.
- 8. Disclosure of Beneficial Interests for S&S Rentals, L.L.C.
- 9. Disclosure of Beneficial Interests for B.W. Simpkins Trust
- 10. Disclosure of Beneficial Interests for F.A. Sheriff Trust

Recommended I	v: Rett Anny WOLF	4/22/12
	Department Director	Date
Approved By: _	Ander	5/1/12
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures Operating Costs	<u>\$9,007.04</u>	\$25,310.23	<u>\$26,170.13</u>	<u>\$27,062.75</u>	<u>\$17,688.65</u>
External Revenues Program Income (County) In-Kind Match (County)					
NET FISCAL IMPACT	<u>\$9,007.04</u>	<u>\$25,310.23</u>	<u>\$26,170.13</u>	<u>\$27,062.75</u>	<u>\$17,688.65</u>
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Current Bu	idget: Yes	<u>X</u> N	No		
Budget Account No: Fund	<u>0001</u> Dep Program <u>n/a</u>	t <u>164</u> l	Jnit <u>1604</u>	Object <u>441</u>	<u>0</u>

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Above Operating Costs (total rent) are funded from the General Fund, PBSO Lease account.

Miscellaneous expenses such as utilities are paid separately directly from PBSO's operating account. (233.1)

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB

(12 ontract Development and Conti

Keeler

Legal Sufficiency:

istant County Attorney

C. Other Department Review:

B.

Department Director

This summary is not to be used as a basis for payment.

G:\PREM\AGENDA\2012\05-15\PBSO Sierra Square - ss.docx

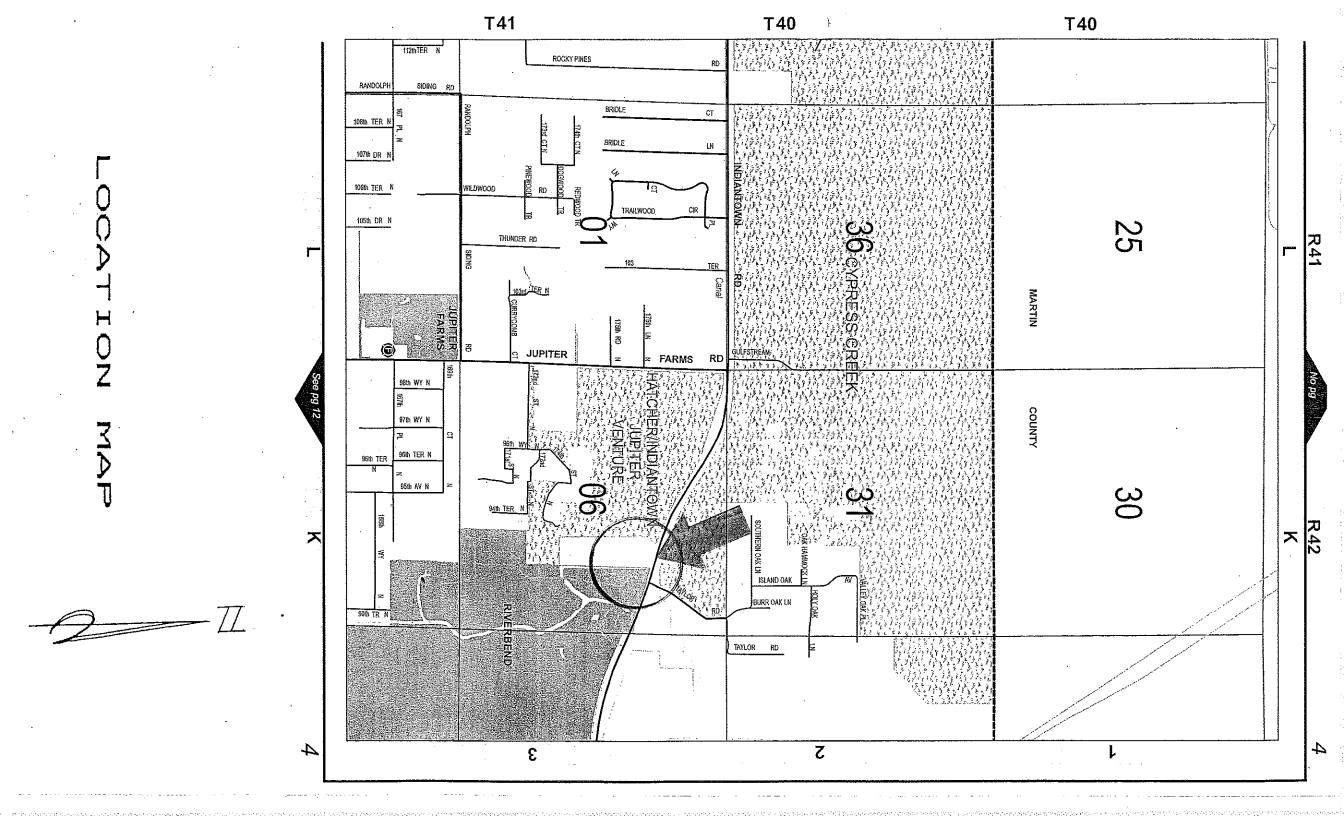
Page 3

Background and Justification (cont.): First Amendment (R2007-0646) which allowed PBSO to advertise the substation on the Plaza's entrance marquee pylon.

Total rent is comprised of base rent, CAM and taxes, and all three portions are currently adjusted annually each May 22nd. Currently the Lease provides for a base rent adjustment of CPI increases or four percent (4%), whichever is greater. Staff negotiated base rent to remain constant for the first year of the term extension, with subsequent adjustments based upon CPI increases or three percent (3%), whichever is greater. For the CAM portion, as the Plaza was recently annexed into the Town of Jupiter, the landlord is in the process of connecting the Plaza to Town water and sewer. This will result in a dramatic increase in the CAM for the tenants of the Plaza; however, Staff negotiated the CAM to remain constant for the first year of the term extension, with subsequent adjustments based upon actual CAM charges or seven percent (7%), whichever is less. This is an increase compared to the current Lease's CAM adjustment of actual charges or five percent (5%), whichever is less. However, by Staff negotiating the CAM to remain constant for the first year of the term extension and by limiting subsequent CAM adjustments to a maximum of seven percent (7%), the County is avoiding the landlord's initial CAM increase estimate of twenty percent (20%) resulting from the water and sewer connection expenses. The total effect of these adjustments is that the annual total rent will remain the same for the first year and will increase by an estimated three percent (3%) annually in subsequent years. Total rent for the first year is estimated to be \$25,004.55 (\$20.05/SF).

This Second Amendment also updates the Non-Discrimination clause, clarifies the CPI rent adjustment method, revises the County insurance coverage limits, County Notice address and the tax exempt number provisions, and adds the Inspector General and Criminal History Records Check Ordinance wording.

Florida Statutes Section 286.23 requires that a Disclosure of Beneficial Interests be obtained when a property held in a representative capacity is leased to the County. S&S Enterprises, Inc. provided the Disclosure attached hereto as Attachment No. 5. This Disclosure identifies Jan Jakubcin Trust, Jill Simpkins Crouch, Catherine Sheriff Goshorn and Denise Sheriff Porter, each with a 25% membership interest in S&S Enterprises, Inc. For the Jan Jakubcin Trust, a separate Disclosure attached hereto as Attachment No. 6 identifies Brittany Fletcher Sobering and Kyle Jakubein each with a 50% membership interest in the Jan Jakubein Trust. Although the Plaza is owned by S&S Rentals, L.L.C, the Short Form Lease attached hereto as Attachment No. 7 approves of S&S Enterprises, Inc. entering into this Second Amendment. S&S Rentals, L.L.C., provided the Disclosure attached hereto as Attachment No. 8. This Disclosure identifies the B.W. Simpkins Trust and the F.A. Sheriff Trust, each with a 49.8766% membership interest in S&S Rentals, L.L.C. For the B.W. Simpkins Trust, a separate Disclosure attached hereto as Attachment No. 9 identifies B.W. Simpkins with a 100% membership interest in B.W. Simpkins Trust. For the F.A. Sheriff Trust, a separate Disclosure attached hereto as Attachment No. 10 identifies Fletcher A. Sheriff Trust, a 100% membership interest in the F.A. Sheriff Trust.



ATTACHMENT #2

District 3 – North County Jupiter Farms Substation 9270 West Indiantown Road, Jupiter, Florida 561- 746-9075

District 3 of the Palm Beach County Sheriff's office is comprised of an area roughly extending from Belvedere Road, north to the Martin County line and in some locations extending west from the Intracoastal Waterway to 20 mile Bend. The district has one of the most diverse geographical regions in the entire county. This is evidenced by the urban, rural equestrian mix of community's district wide. Currently, District 3 provides law enforcement services to over 130,000 residents. The many changes in Palm Beach County over the past few years have impacted not only law enforcement, but also our community as a whole.

At the District 3 Jupiter Sub Station, citizens of Palm Beach County and other visitors can easily find the information they are looking for and explore the many services available to the public. The only substation located in the northern corridor of Palm Beach County, the Jupiter Sub Station provides convenient and the best essential services possible. On a daily average, 10 or more walk-ins and 20 or more telephone inquiries are made to this office. During the past year 3304 face to face patrons were provided services at this location serving the Jupiter Farms, Jupiter, Martin County, North Palm Beach, Palm Beach Gardens, and unincorporated areas found in the north end of Palm Beach County. Adhering to one of the goals of Sheriff Ric Bradshaw, the substation is instrumental in maintaining a strong community policing effort for the north county area so that law enforcement is more visible and responsive to special needs in all areas.

The Jupiter substation is dedicated to providing community friendly services provided by a Law Enforcement Aide addressing all of the needs of north county patrons and helps to bridge the gap between the citizens and the Sheriff's Office. The substation is open to visitors and citizens Monday through Friday from 7:30 a.m. to 4 p.m. and for department use 24 hours per day (night deputy and special operations usage). The substation also provides housing for the Citizen's On Patrol Unit (COP) North County Headquarters, Pride Probation (North area clients), and community groups (4 Girl Scout Troops, etc.).



The services provided by the Jupiter Farms Substation include:

- Fingerprinting
- Obtaining Accident and Incident Reports
- Assistance in the completion and Processing of Extra Patrol Forms and House Watch Forms
- Donation drop-off for community needs
- Assistance in obtaining background checks through headquarters
- Reporting events to the ARU unit
- Obtaining and assistance in completing VIN checks
- Crime Watch Services
- COP services (application and participation)
- Community Safety Resource Assistance (Car Seat and Bicycle helmet distribution)
- Obtaining forms for delayed car accidents
- Child Abuse, Elderly Abuse, Sexual Abuse and Animal Abuse Reporting
- Reporting Misdemeanors and Felonies
- Community Crime watch
- Accessing community assistance and services
- Obtaining weapons permit packets
- Deputy and Detective Referrals
- Obtaining official signage (No Trespassing, etc.)
- Providing friendly person to person guidance and contact information relating to citizen needs and available resources and accessible service providers
- Providing Home Burglary Tips and Information
- Providing Crime Prevention Tips and Information
- Providing Bicycle Laws and Information
- Providing Homeland Security Information
- Telephone assistance for information and guidance

SECOND AMENDMENT TO LEASE AGREEMENT

between

S & S ENTERPRISES, INC.

(Landlord)

and

PALM BEACH COUNTY,

A POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA

(County)

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SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (R2006-1267) (the "Second Amendment"), made and entered into _______, by and between S&S ENTERPRISES, INC., a Florida corporation, hereinafter referred to as "Landlord" and PALM BEACH COUNTY, a political subdivision of the State of Florida, on behalf of Palm Beach County Sheriff's Office, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, Landlord leases the property known as Sierra Square Plaza from S&S Rentals, L.L.C., a Florida limited liability company, and has the right to sublet that property without the consent of S&S Rentals, L.L.C.; and

WHEREAS, Landlord is also the Manager of S&S Rentals, L.L.C., and in that capacity has the authority to confirm that its lease of Sierra Square is in good standing; and

WHEREAS, Landlord and County entered into a Lease Agreement dated July 11, 2006, amended May 1, 2007 (R2007-0646) (collectively, the "Lease"), for the use of the Premises as defined in the Lease, which includes Unit C-8 in Building C, at Sierra Square Plaza, 9250-9270 Indiantown Road, Jupiter, Florida 33478, together with certain parking rights and space on the plaza entrance sign; and

WHEREAS, the Term of the Lease expires May 21, 2012, and the parties wish to extend the Term and provide for an adjustment of the rent; and

WHEREAS, Landlord and County have agreed to amend the Lease to extend the Term, provide for a rent adjustment, update the insurance and notice provisions, and incorporate certain language required by County; and

WHEREAS, Landlord hereby acknowledges that County is not delinquent in the payment of rent and is not in default of any of the terms and conditions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined or amended herein shall have the same meaning as ascribed to them in the Lease.
- 2. The Annual Rent effective May 22, 2012, is Twenty Thousand Seven Hundred Seventy-One and 40/100 Dollars (\$20,771.40), payable in equal monthly installments of One Thousand Seven Hundred Thirty and 95/100 Dollars (\$1,730.95). Notwithstanding anything to the contrary contained herein, County's share of the Operating Expenses effective May 22, 2012, is Two Thousand Four Hundred Fifty-Four and 36/100 Dollars (\$2,454.36) per year, payable in equal monthly installments of Two Hundred Four and 53/100 Dollars (\$204.53).
- 3. Article I, Section 1.03, is hereby modified to extend the Term of the Lease to May 21, 2016.
- 4. Article II, Section 2.02, is hereby deleted in its entirety and replaced with the following:

Commencing on May 22, 2013, and on each subsequent anniversary thereafter (the "Adjustment Date"), the Annual Rent shall be adjusted as hereinafter set forth in accordance with any increase in the Consumer Price Index for all Urban Consumers, All Items, U.S. city average (1982-1984=100) (hereinafter "CPI"), issued by the Bureau of Statistics of the U.S. Department of Labor. On each Adjustment Date, the Annual Rent payable for the immediately preceding one (1) year period shall be adjusted by multiplying the then current Annual Rent by a fraction, the numerator of which shall be the CPI value for the month that is three (3) months immediately preceding the applicable Adjustment Date, and the denominator of which shall be the CPI value for same month of the prior year. The Annual Rent, as adjusted, shall be the Annual Rent (adjusted as called for herein) or an increase of three percent (3%), whichever is greater. In the event that the CPI ceases to be published during the Term of this Lease, or if substantial change is made in the method of establishing or computing the CPI, then the determination of the adjustment in the Annual Rent shall be made with the use of such conversion factor, formula or table as may be published by the Bureau of Labor Statistics, or if none available, by any other nationally recognized publisher or similar statistical information chosen by the Landlord.

5. Article II, Section 2.03, is hereby modified to delete the last sentence in its entirety and replace it with the following:

Commencing on May 22, 2013, increases in Operating Expenses, exclusive of real estate taxes, shall not exceed seven percent (7%) per annum of the amount County paid for Operating Expenses for the preceding lease year.

- 6. Article II, Section 2.04, is hereby modified to delete the reference to the incorrect tax exemption number. Proof of the County's tax exempt status may be obtained by requesting the information from County.
- 7. Article VI, Section 6.01, is hereby modified to change the insurance amounts to \$200,000 per person and \$300,000 per occurrence.
- 8. Article XV, Section 15.04(b), is hereby modified to change the County's address for notices as follows:

Palm Beach County Property & Real Estate Management Division Attention: Director 2633 Vista Parkway West Palm Beach, Florida 33411-5605 Telephone: 561-233-0217 Fax: 561-233-0210

The address for copies remains unchanged.

- 9. Article XV, Section 15.15, is hereby modified to include a prohibition against discrimination on the basis of age, gender identity or expression, or familial status.
- 10. Landlord shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance") if Landlord's employees, agents, or contractors are required under this Lease to enter or work at the Premises, which is a "critical facility" as identified in Resolution R2003-1274. Landlord acknowledges and agrees that all employees, agents, and contractors who are to perform work in a critical facility will be subject to a fingerprint check based criminal history check.
- 11. Landlord represents that simultaneously with Landlord's execution of this Second Amendment, Landlord has executed and delivered to County, the Landlord's Disclosure
- of Beneficial Interests attached hereto as Exhibit "A" and made a part hereof, (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Property as required by Section 286.23 of the Florida Statutes unless Landlord is exempt under the statute. Landlord warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the

Property after the date of execution of the Disclosure until the Second Amendment Effective Date, Landlord shall immediately, and in every instance, provide written notification of such change to the County pursuant to this section.

- 12. Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.
- 13. Except as set forth herein, the Lease remains unmodified and in full force and effect, and Landlord and County hereby ratify, confirm, and adopt the Lease as amended hereby.
- 14. This Second Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of Commissioners (the "Second Amendment Effective Date").
- 15. Landlord, in its capacity as Manager of S&S Rentals, L.L.C., hereby confirms that its lease of Sierra Square pursuant to the lease attached hereto as "Exhibit B", is in good standing.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Landlord and County have executed this Second Amendment, or have caused the same to be executed, as of the day and year first above written.

WITNESS:

Sign Name

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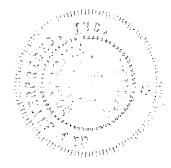
Print Name

Sign Name BUSAN TIMMINS Print Name

LANDLORD: S&S ENTERPRISES, INC., a Florida corporation

By: Title:

(SEAL)



SHARON R. BOCK CLERK & COMPTROLLER

n

COUNTY: subdivision of the State of Florida

By:

Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Assistant County Attorney

PALM BEACH COUNTY, a political

APPROVED AS TO TERMS AND CONDITIONS

Shelley Vana, Chair

WOL m By: Department Director

Page 6 of 6

By:

LANDLORD'S DISCLOSURE OF BENEFICIAL INTERESTS (REQUIRED BY FLORIDA STATUTES 286.23)

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA COUNTY OF PALM BEACH BREVARD

1. Affiant is the <u>President</u> (position - i.e. president, partner, trustee) of S&S Enterprises, Inc., a Florida corporation, (the "Landlord") which entity is the lessee of the real property legally described on the attached Exhibit "A" (the "Property") and has the right under the terms of its lease to sublet the Property.

2.	Affiant's address is:	400 High Point Dr, Suite 500
	-	Cocoa, FL 32926

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Landlord and the percentage interest of each such person or entity.

4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its lease of the Property.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFEIANT SAYETH NAUGHT. , Affiant Vani Print Affiant Name:

The foregoing instrument was sworn to, subscribed and acknowledged before me this _________, 20_12, by __T. A. Vani_________

[who is personally known to me or [] who has as identification and who did take an Oath. produced 1)h aura Notary Public LAURA M. DARBY bours M Dar MY COMMISSION # DD 984878 (Print Notary Name) EXPIRES: November 9, 2013 onded Thru Notary Public Underwrite NOTARY PUBLIC State of Florida at Large My Commission Expires: 11-9-13

\\FDO-FS\common\PREM\PM\Out Lease\PBSO Sierra Square\SecondAmend\Disclosure.Landlord.001.HF app.041112.doc

EXHIBIT "A"

PROPERTY

Sierra Square Plaza '9250 – 9270 Indiantown Rd, Jupiter, FL 33478

A parcel of land in the Northeast One-Quarter of the Southwest one-Quarter of the Northeast One-Quarter (NE 1/4 of SW1/4 of NE 1/4) of Section 6, Township 41 South, Range 42 East, being specifically described as follows:

From an iron marking the Southeast corner of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, bear North 1 degree 37'09" East along the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, a distance of 1146.19 feet to the intersection thereof with the Southerly Right-of-Way line of State Road 706 (Indiantown Road); thence North 74 degrees 56'13" West along said Right-of-Way line, a distance of 61.69 feet to the Point of Beginning.

Thence, continue North 74 degrees 56'13" West along said Rightof-Way line, a distance of 184.12 feet to the point of curvature of a curve to the right, having a central angle of 3 degrees 38'03" and a radius of 2914.93 feet; thence Northwesterly, along the arc of said curve, a distance of 184.89 feet to the end of said curve; thence, South 41 degrees 20'19" West, a distance of ; 224.80 feet to the point of curvature of a curve to the left, having a central angle of 41 degrees 30'00" and a radius of 70.58 feet; thence, Southwesterly, along the arc of said curve, a distance of 51.12 feet to the point of tangency; thence South 0 degrees 09'41" East, a distance of 513.00 feet; thence North 1 degrees 30'00" East, a distance of 513.00 feet; thence North 1 degree 37'09" East, along a line that is 60 feet Westerly of, parallel and measured at right angles to the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, a distance of 260.00 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL (ADDITIONAL R/W FOR SR #706):

A parcel of land in the Northeast One-Quarter of the Southwest One-Quarter of the Northeast One-Quarter (NE 1/4 of SW 1/4 of NE 1/4) Section 6, Township 41 South, Range 42 East, being specifically described as follows:

- From an iron rod marking the Southeast corner of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, bear North 1 degree 37'09" East along the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, a distance of 1146.19 feet to the intersection thereof with the Southerly Right-of-Way line of State Road 706 (Indiantown Road); thence North 74 degrees 55'13" West along said Right-of-Way line, a distance of 61.69 feet to the POINT OF BEGINNING.
- Thence, continue North 74 degrees 56'13" West along said Rightof-Way line, a distance of 184.12 feet to the point of curvature of a curve to the right, having a central angle of 3 degrees 38'03" and a radius of 2914.93 feet; thence, Northwesterly, along the arc of said curve, a distance of 184.89 feet, thence South 41 degrees 20'19" West a distance of 10.83 feet to the arc of a curve concave to the Northeast having a radius of 2924.93 feet; thence, Southeasterly, along the arc of said curve; a distance of 189.04 feet to the point of tangency of said curve; thence South 74 degrees 56'13" East a distance of 186.51 feet; thence North 1 degree 37'09" East a distance of 10.28 feet to the POINT OF BEGINNING.

Property is known as parcel control number 30-42-41-06-00-000-1090.

EXHIBIT "B"

SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

Landlord is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Landlord must identify individual owners. If, by way of example, Landlord is wholly or partially owned by another entity, such as a corporation, Landlord must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME Jan Jakubcin Trust		DRESS Point Dr, Ste 500 32926		ENTAGE FEREST 5%
Jill Simpkins Crouch	71	11	2:	5%
Catherine Sheriff Gosh	orn "	11	25	5%
Denise Sheriff Porter	TT	Tf	25	5%
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LANDLORD'S DISCLOSURE OF BENEFICIAL INTERESTS (REQUIRED BY FLORIDA STATUTES 286.23)

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared,

_, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

Affiant is a co-trustee of the Jan Jakubcin Trust ("Jakubcin Trust"). The 1. Jakubcin Trust owns 25% of the outstanding shares of S&S Enterprises, Inc., AFlorida corporation, which entity is the lessee of the real property legally described on the attached Exhibit "A" (the "Property") and has the right under the terms of its lease to sublet the Property.

2. Affiant's address is:

Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing 3. of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Jakubcin Trust and the percentage interest of each such person or entity.

Affiant acknowledges that this Affidavit is given to comply with Florida 4. Statutes 286.23, and will be relied upon by Palm Beach County in its lease of the Property.

Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

Under penalty of perjury, Affiant declares that Affiant has examined this 6. Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

SAYETH NAUGHT. FURTHER AFFIANT

, Affiant

Print Affiant Name:

Co-Trustee of the Jan Jakubcin Trust

The foregoing instrument was sworn to, subscribed and acknowledged before me this _____ _, 20___, by _ day of

who is personally known to me or [] who has produced ______ as identification and who did take an oath.

Notary Public

(Print Notary Name)

NOTARY PUBLIC State of Florida at Large My Commission Expires:

\\FDO-FS\common\PREM\PM\Out Lease\PBSO Sierra Square\SecondAmend\Disclosure of Beneficial Interest.JakubcinTrust.clean.doc

EXHIBIT "A"

PROPERTY

Sierra Square Plaza 9250 – 9270 Indiantown Rd, Jupiter, FL 33478

A parcel of land in the Northeast One-Quarter of the Southwest one-Quarter of the Northeast One-Quarter (NE 1/4 of SW1/4 of NE 1/4) of Section 6, Township 41 South, Range 42 East, being specifically described as follows:

From an iron marking the Southeast corner of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, bear North 1 degree 37'09" East along the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, a distance of 1146.19 feet to the intersection thereof with the Southerly Right-of-Way line of State Road 706 (Indiantown Road); thence North 74 degrees 56'13" West along said Right-of-Way line, a distance of 61.69 feet to the Point of Beginning.

Thence, continue North 74 degrees 56'13" West along said Rightof-Way line. a distance of 184.12 feet to the point of curvature of a curve to the right, having a central angle of 3 degrees 38'03" and a radius of 2914.93 feet; thence Northwesterly, along the arc of said curve, a distance of 184.89 faet to the end of said curve; thence, South 41 degrees 20'19" West, a distance of 224.80 feet to the point of curvature of a curve to the left, having a central angle of 41 degrees 30'00" and a radius of 70.58 feet; thence, Southwesterly, along the arc of said curve, a distance of 51.12 feet to the point of tangency; thence South 0 degrees 30'00" East, a distance of 513.00 feet; thence North 1 degrees 37'09" East, along a line that is 60 feet Westerly of, parallel and measured at right angles to the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, a distance of 260.00 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL (ADDITIONAL R/W FOR SR #706):

A parcel of land in the Northeast One-Quarter of the Southwest One-Quarter of the Northeast One-Quarter (NE 1/4 of SW 1/4 of NE 1/4) Section 6, Township 41 South, Range 42 East, being specifically described as follows:

- From an iron rod marking the Southeast corner of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, bear North 1 degree 37'09" East along the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, a distance of 1146.19 feet to the intersection thereof with the Southerly Right-of-Way line of State Road 706 (Indiantown Road); thence North 74 degrees 55'13" West along said Right-of-Way line, a distance of 61.69 feet to the FOINT OF BEGINNING.
- Thence, continue North 74 degrees 56'13" West along said Rightof-Way line, a distance of 184.12 feet to the point of curvature of a curve to the right, having a central angle of 3 degrees 38'03" and a radius of 2914.93 feet; thence, Northwesterly, along the arc of said curve, a distance of 184.89 feet, thence South 41 degrees 20'19" West a distance of 10.83 feet to the arc of a curve concave to the Northeast having a radius of 2924.93 feet; thence, Southeasterly, along the arc of said curve, a distance of 189.04 feet to the point of tangency of said curve; thence South 74 degrees 55'13" East a distance of 186.51 feet; thence North 1 degree 37'09" East a distance of 10.28 feet to the POINT OF BEGINNING.

Property is known as parcel control number 30-42-41-06-00-000-1090.

EXHIBIT "B"

SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

Name: Jan Jakubcin Trust, 400 High Point Drive, Suite 500, Cocoa, FL 32926

Trust is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Trust must identify individual owners. If, by way of example, Trust is wholly or partially owned by another entity, such as a corporation, Trust must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME	ADDRESS	PERCENTAGE OF INTEREST
		A A A A A A A A A A A A A A A A A A A
Brittany Fletcher So	obering	
Kyle Jakubcin		
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EXHIBIT "B" TO SECOND AMENDMENT

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SSQ Bidgs A, B & C

SHORT FORM LEASE

LEASE AGREEMENT, is made and entered into this 1st day of January 2005, by and between S&S RENTALS, L.L.C., a Florida limited liability company, (hereinafter referred to as "Lessor") and, S&S ENTERPRISES, INC., a Florida corporation (hereinafter referred to as "Lessee").

For good and valuable consideration it is agreed between the parties as follows:

- Premises Lessor hereby leases to Lessee the premises known as Building A, Building B and Building C, Sierra Square Plaza, 9250-9270 Indiantown Rd, Jupiter, Florida, consisting 39,789 Sq. Ft. (Building A: 18,975 sq. ft., Building B: 8,800 sq. ft. and Building C 12,014 sq. ft.) plus land, parking lot, and drainfield area as shown approximately on the attached Exhibit A hi-lited in vellow.
- 2. <u>Term</u> Twenty five years. This Lease shall be in effect for a term commencing January 1, 2005, and ending July 31, 2028.
- 3. <u>Lessee Right to Sublet</u> Lessee has the right to assign or sublet the premises without the consent of Lessor.
- 4. <u>Rent Rate</u> Lessee agrees to pay as rent \$21,101.00 per month, with demand or offset, rent for the entire term of the lease. Rental payment is due in advance on the first day of each month and is to be remitted to S&S Rentals, Inc., 400 High Point Dr, Suite 500, Cocoa, 32926, unless otherwise advised by Lessor. Note: Lessor will not collect sales tax from Lessee, see paragraph 9 below.
- <u>Insurance</u> Lessee shall maintain, at Lessee's expense, (or provide evidence that Lessee's sublessee maintains) general liability and fire/extended property insurance on the premises for the entire term of the lease, including any extensions.
- 6. <u>Maintenance</u> Lessee shall maintain the entire premises in good condition and repair including, but not limited to, structural soundness, roofing, paving, lawncare, etc., so that Lessor bears no expense for such repair. Lessee shall not make any material or structural alterations without the Lessor's prior written approval.
- <u>No Sales Tax to be remitted to Lessor</u> Lessee hereby warrants that Lessee collects <u>sales tax</u> from its sublessee and Lessee remits such sales tax directly to the Florida Department of Revenue.
- 8. <u>Property Taxes, Assessments</u> Lessee is responsible for payment of the property taxes, assessments, and impact fees.
- <u>Return of Premises at expiration</u> Lessee shall commit no waste to the leased premises and Lessee shall return possession of the leased premises in its present condition, reasonable wear and tear and fire casualty excepted.
- 10. This Lease shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Page 1 of 2



ue Kell

LESSOR: S&S RENTALS, L.L.C.

T. A. Vani, Managing Member

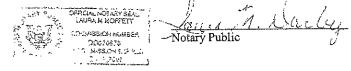
Witness:

LESSEE: S&S ENTERPRISES, INC.

T. A.

State of Florida County of Brevard

Before me this <u>finite</u> day of January 2005, personally appeared T. A. Vani, as Managing Member for Lessor, who executed the foregoing instrument, and who after being duly sworn say he is the Managing Member of S&S Rentals, L.L.C., a Florida limited liability company, he has full authority to act on behalf of said company, and who is well known to me.

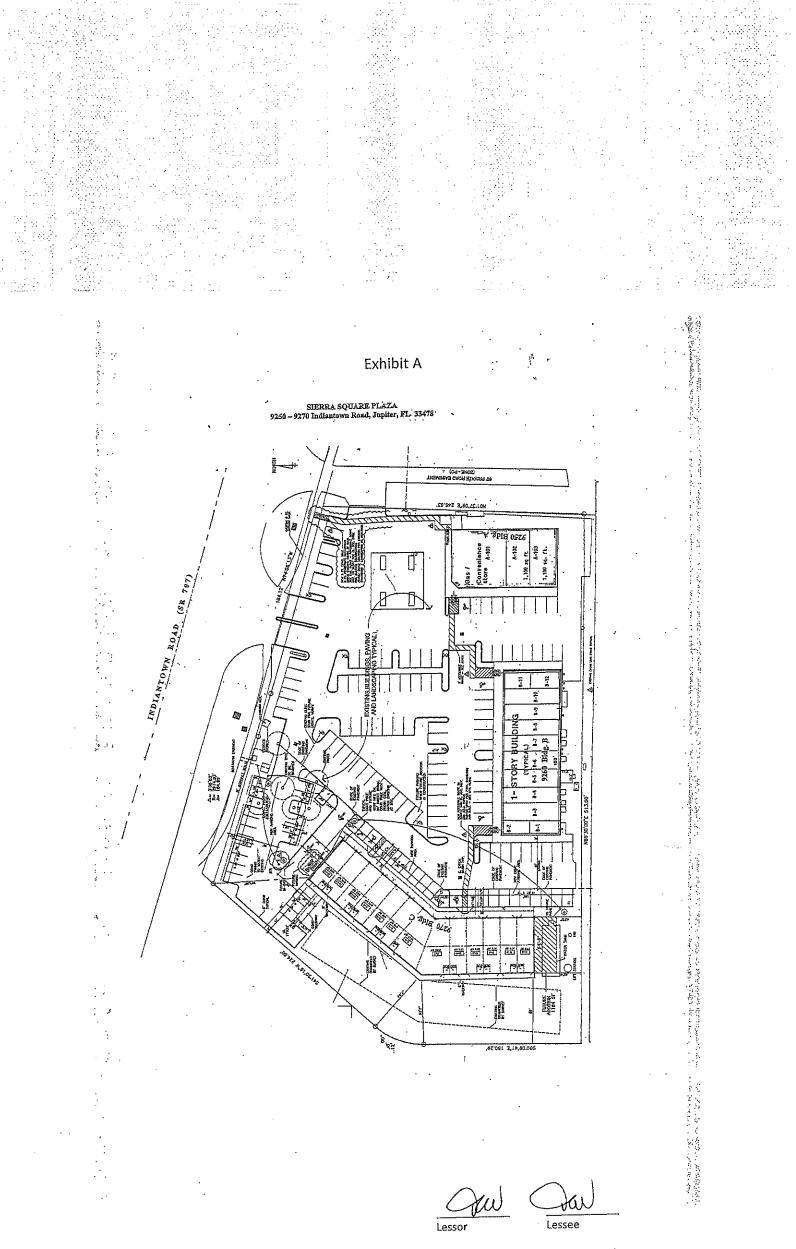


State of Florida County of Brevard

Before me this $/29^{+}$ day of January 2005, personally appeared T. A. Vani, as Lessee, who executed the foregoing instrument, and who after being duly sworn says he is the President of S&S Enterprises, Inc., a Florida corporation, he has full authority to act on behalf of said company, and who is well known to me.

DOWNSSION NUMBER		
NOV. 9,2005	DO070676	1 20 1 10 1 10

71 14 lide Notary Public



Page 1 of 2

Sierra Square Plaza 9250 – 9270 Indiantown Road Jupiter, Florida

LEGAL DESCRIPTION

PARCEL OF LAND IN THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST NE-QUARTER OF THE NORTHEAST ONE-QUARTER (NE 1/4 OF SW 1/4 OF NE /4) OF SECTION 6, TOWNSHIP 41 SOUTH, RANGE 42 EAST, BEING PECIFICALLY DESCRIBED AS FOLLOWS:

FROM AN IRON ROD MARKING THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (5% 1/4 OF NE 1/4) OF SAID SECTION 6, BEAR NORTH 1 DEGREE -37'-09" EAST ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (5% 1/4 OF NE 1/4) OF SAID SECTION 6, A DISTANCE OF 1146.19 FEET TO THE INTERSECTION THEREOF WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 706 (INDIANTOWN ROAD); THENCE NORTH 74 DEGREES -56'-13" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 61.69 FEET TO THE POINT OF BEGINNING.

FEET TO THE POINT OF BEGINNING. THENCE. CONTINUE NORTH 74 DEGREES -56'-13" WEST ALONG SAID AIGHT-OF-WAY LINE, A DISTANCE OF 184, 12 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 3 DEGREES -38'-03" AND A RADIUS OF 2914.93 FEET; THENCE, NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 184.89 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 41 DEGREES -20'-19" WEST, A DISTANCE OF 224.80 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 41 DEGREES -30'-00" AND A RADIUS OF 70.58 FEET; THENCE, SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 51.12 FEET TO THE POINT OF TANGENCY: THENCE SOUTH 0 DEGREES -09'-41" EAST, A DISTANCE OF 513.00 FEET; THENCE, NORTH 1 DEGREES -37' -09" EAST, ALONG A LINE THAT IS 60 FEET WESTERLY OF, PARALLEL AND MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE SOUTHWEST ONE-GUARTER OF THE NORTHEAST ONE-GUARTER (SW 1/4 OF NE 1/4) OF SAID SECTION 6, A DISTANCE OF 260, OO FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 3.53 ACRES.

Lessee

Page 2 of 2

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 3/23/2012	REQUESTE	D BY: Steven K Property	Schlamp Specialist, PREM	PHONE: 233- FAX: 233	-0239 -0210
PROJECT TITLE: PBSO Sierra Squ	are Amendment	Two		PROJECT NO	D.: 2011-5.021
Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures					
Operating Costs	<u>\$9,007.04</u>	<u>\$25,310.23</u>	<u>\$26,170.13</u>	<u>\$27,062.75</u>	<u>\$17,688.65</u>
External Revenues				L	
Program Income (County)					
In-Kind Match (County	<u> </u>				
NET FISCAL IMPACT	<u>\$9,007.04</u>	<u>\$25,310.23</u>	<u>\$26,170.13</u>	<u>\$27,062.75</u>	<u>\$17,688.65</u>
# ADDITIONAL FTE POSITIONS (Cumulative)					

** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.

BUDGET ACCOUNT	<u>`NUMBER</u>			
FUND: 0001	DEPT: 164	UNIT: 1604		·
			SUB OBJ:	
IS ITEM INCLUDED) IN CURRENT BUDGET: Y	$YES \underline{X} NO \underline{\qquad}$		
IDENTIFY FUNDING	G SOURCE FOR EACH ACC	OUNT: (check <u>all</u> that a	upply)	
	'type:			
Non-Ad Valorem (so	ource/type:)	
) ·	
	und (source/type:)	
General Fund	🗆 Operatin	0 0	Federal/Davis Bacon	
		,	_ 🗆	
SUBJECT TO IG	FEE? L YES			
Department:FD&O	ŕ.			
			2 26.1)	
BAS APPROVED BY:		DATE:	5-00-15	
	\bigcirc			
ENCUMBRANCE NU	MBER:			

 $G:\label{eq:PREM} G:\label{eq:PREM} G:\label{eq:PREM} G:\label{eq:PREM} Out \ Lease\ PBSO \ Sierra \ Square\ Second \ Amend\ BAS.032312.doc$

LANDLORD'S DISCLOSURE OF BENEFICIAL INTERESTS (REQUIRED BY FLORIDA STATUTES 286.23)

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA COUNTY OF PALM BEACH BREVARD

1. Affiant is the <u>President</u> (position - i.e. president, partner, trustee) of S&S Enterprises, Inc., a Florida corporation, (the "Landlord") which entity is the lessee of the real property legally described on the attached Exhibit "A" (the "Property") and has the right under the terms of its lease to sublet the Property.

2.	Affiant's address is:	400 High Point Dr, Suite 500	
		Cocoa, FL 32926	

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Landlord and the percentage interest of each such person or entity.

4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its lease of the Property.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFELANT SAYETH NAUGHT.

_, Affiant Vani Print Affiant Nark

10 " day or April	<u> </u>
	[] who is personally known to me or [] who has
produced	as identification and who did take an Oath.
	Saura M. Darly
	Notary Public
LAURA M. DARBY	Dura n Darby
MY COMMISSION # DD 984676 EXPIRES: November 9, 201 Bonded Thru Notary Public Underwit	
	NOTARY PUBLIC
	State of Florida at Large
	My Commission Expires: <u>11-9-13</u>
\\FDO-FS\common\PREM\PM\Out Lease\PB	SO Sierra Square\SecondAmend\Disclosure.Landlord.001.HF app.041112.doc

EXHIBIT "A"

PROPERTY

Sierra Square Plaza 9250 – 9270 Indiantown Rd, Jupiter, FL 33478

A parcel of land in the Northeast One-Quarter of the Southwest one-Quarter of the Northeast One-Quarter (NE 1/4 of SW1/4 of NE 1/4) of Section 6, Township 41 South, Range 42 East, being specifically described as follows:

From an iron marking the Southeast corner of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, bear North 1 degree 37'09" East along the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, a distance of 1146.19 feat to the intersection thereof with the Southerly Right-of-Way line of State Road 706 (Indiantown Road); thence North 74 degrees 56'13" West along said Right-of-Way line, a distance of 61.69 feet to the Point of Beginning.

Thence, continue North 74 degrees 56'13" West along said Rightof-Way line, a distance of 184.12 feet to the point of curvature of a curve to the right, having a central angle of 3 degrees 38'03" and a radius of 2914.93 feet; thence Northwesterly, along the arc of said curve, a distance of 184.89 feet to the end of said curve; thence, South 41 degrees 20'19" West, a distance of 224.80 feet to the point of curvature of a curve to the left, having a central angle of 41 degrees 30'00" and a radius of 70.58 feet; thence, Southwesterly, along the arc of said curve, a distance of 51.12 feet to the point of tangency; thence South 0 degrees 30'00" East, a distance of 150.29 feet; thence North 89 degrees 30'00" East, a distance of 513.00 feet; thence North 1 degree 37'09" East, along a line that is 60 feet Westerly of, parallel and measured at right angles to the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, a distance of 260.00 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL (ADDITIONAL R/W FOR SR #706):

A parcel of land in the Northeast One-Quarter of the Southwest One-Quarter of the Northeast One-Quarter (NE 1/4 of SW 1/4 of NE 1/4) Section 6, Township 41 South, Range 42 East, being specifically described as follows:

From an iron rod marking the Southeast corner of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, bear North 1 degree 37'09" East along the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, a distance of 1146.19 feet to the intersection thereof with the Southerly Right-of-Way line of State Road 706 (Indiantown Road); thence North 74 degrees 56'13" West along said Right-of-Way line, a distance of 61.69 feet to the POINT OF BEGINNING.

Thence, continue North 74 degrees 56'13" West along said Rightof-Way line, a distance of 184.12 feet to the point of curvature of a curve to the right, having a central angle of 3 degrees 38'03" and a radius of 2914.93 feet; thence, Northwesterly, along the arc of said curve, a distance of 184.89 feet, thence South 41 degrees 20'19" West a distance of 10.83 feet to the arc of a curve concave to the Northeast having a radius of 2924.93 feet; thence, Southeasterly, along the arc of said curve, a distance of 189.04 feet to the point of tangency of said curve; thence South 74 degrees 56'13" East a distance of 186.51 feet; thence North 1 degree 37'09" East a distance of 10.28 feet to the POINT OF BEGINNING.

Property is known as parcel control number 30-42-41-06-00-000-1090.

EXHIBIT "B"

SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

Landlord is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Landlord must identify individual owners. If, by way of example, Landlord is wholly or partially owned by another entity, such as a corporation, Landlord must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME		DRESS Point Dr, Ste 500	PERCENTAGE OF INTEREST
Jan Jakubcin Trust	Cocoa, F		25%
Jill Simpkins Crouch	11	FT	25%
Catherine Sheriff Gosh	orn "	11	25%
Denise Sheriff Porter	11	Ħ	25%
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ATTACHMENT NO. 6

LANDLORD'S DISCLOSURE OF BENEFICIAL INTERESTS (REQUIRED BY FLORIDA STATUTES 286.23)

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA COUNTY OF PALM BEACH

1. Affiant is a co-trustee of the Jan Jakubcin Trust ("Jakubcin Trust"). The Jakubcin Trust owns 25% of the outstanding shares of S&S Enterprises, Inc., a Florida corporation, which entity is the lessee of the real property legally described on the attached Exhibit "A" (the "Property") and has the right under the terms of its lease to sublet the Property.

323 abriella 2. Affiant's address is: Winter rar

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Jakubcin Trust and the percentage interest of each such person or entity.

4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its lease of the Property.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

16 Affiant 5. JAKUbein Print Affiant Name:

Co-Trustee of the Jan Jakubcin Trust

VFDO-PS/common/PREMIPM/Out Lease/PBSO Sierra Square/SecondAmenaDiselosure of Beneficial Interest Jakubein/Trust.cle

The foregoing instrument was sworn to, subscribed and acknowledged before me this $\frac{\sqrt{17}}{100}$ H			
day of APRIL, 2012, by MARK			
who is personally known to me or [] who has produced		
as identification and who did take an oath.	Suber C. Tenner		
NOTARY PUBLIC STATE OF FLORIDA Susan C. Timmins Commission # DD873760 Expires: JUNE 04, 2013 BONDED THER ATLANTIC BONDING CO, INC.	Notary Public		
	SUSANC. TIMMINS		
	(Print Notary Name)		
	NOTARY PUBLIC		
	State of Florida at Large		
	My Commission Expires: 6/04/13		

EXHIBIT "A"

PROPERTY

Sierra Square Plaza 9250 - 9270 Indiantown Rd, Jupiter, FL 33478

A parcel of land in the Northeast One-Quarter of the Southwest one-Quarter of the Northeast One-Quarter (NE 1/4 of SW1/4 of NE 1/4) of Section 5, Township 41 South, Range 42 East, being specifically described as follows:

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LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL (ADDITIONAL R/W FOR SR #706):

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Property is known as parcel control number 30-42-41-06-00-000-1090.

EXHIBIT "B"

SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

Name: Jan Jakubcin Trust, 400 High Point Drive, Suite 500, Cocoa, FL 32926

Trust is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Trust must identify individual owners. If, by way of example, Trust is wholly or partially owned by another entity, such as a corporation, Trust must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME	ADDRESS	PERCENTAGE OF INTEREST
Brittany Fletcher Sobering	1615 White Dove	Dr 50%
	Wunter Springs F	1 32708
Kyle Jakubcin	Winter Springs F 4323 Gabriella 1	ane 50%
	Winter Park FL	32792

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ATTACHMENT NO. 7

SSQ Bldgs A, B & C

SHORT FORM LEASE

LEASE AGREEMENT, is made and entered into this 1st day of January 2005, by and between S&S RENTALS, L.L.C., a Florida limited liability company, (hereinafter referred to as "Lessor") and, S&S ENTERPRISES, INC., a Florida corporation (hereinafter referred to as "Lessee").

For good and valuable consideration it is agreed between the parties as follows:

- Premises Lessor hereby leases to Lessee the premises known as Building A, Building B and Building C, Sierra Square Plaza, 9250-9270 Indiantown Rd, Jupiter, Florida, consisting 39,789 Sq. Ft. (Building A: 18,975 sq. ft., Building B: 8,800 sq. ft. and Building C 12,014 sq. ft.) plus land, parking lot, and drainfield area as shown approximately on the attached Exhibit A hi-lited in yellow.
- Term Twenty five years. This Lease shall be in effect for a term commencing January 1, 2005, and ending July 31, 2028.
- 3. <u>Lessee Right to Sublet</u> Lessee has the right to assign or sublet the premises without the consent of Lessor.
- 4. <u>Rent Rate</u> Lessee agrees to pay as rent \$21,101.00 per month, with demand or offset, rent for the entire term of the lease. Rental payment is due in advance on the first day of each month and is to be remitted to S&S Rentals, Inc., 400 High Point Dr, Suite 500, Cocoa, 32926, unless otherwise advised by Lessor. Note: Lessor will not collect sales tax from Lessee, see paragraph 9 below.
- 5. <u>Insurance</u> Lessee shall maintain, at Lessee's expense, (or provide evidence that Lessee's sublessee maintains) general liability and fire/extended property insurance on the premises for the entire term of the lease, including any extensions.
- 6. <u>Maintenance</u> Lessee shall maintain the entire premises in good condition and repair including, but not limited to, structural soundness, roofing, paving, lawncare, etc., so that Lessor bears no expense for such repair. Lessee shall not make any material or structural alterations without the Lessor's prior written approval.
- <u>No Sales Tax to be remitted to Lessor</u> Lessee hereby warrants that Lessee collects <u>sales tax</u> from its sublessee and Lessee remits such sales tax directly to the Florida Department of Revenue.
- 8. <u>Property Taxes, Assessments</u> Lessee is responsible for payment of the property taxes, assessments, and impact fees.
- 9. <u>Return of Premises at expiration</u> Lessee shall commit no waste to the leased premises and Lessee shall return possession of the leased premises in its present condition, reasonable wear and tear and fire casualty excepted.
- 10. This Lease shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.



Killeskell

LESSOR: S&S RENTALS, L.L.C.

T. A. Vani, Managing ember

Witness:

LESSEE: S&S ENTERPRISES, INC.

T.A

State of Florida County of Brevard

Before me this $\int ddt$ day of January 2005, personally appeared T. A. Vani, as Managing Member for Lessor, who executed the foregoing instrument, and who after being duly sworn say he is the Managing Member of S&S Rentals, L.L.C., a Florida limited liability company, he has full authority to act on behalf of said company, and who is well known to me.

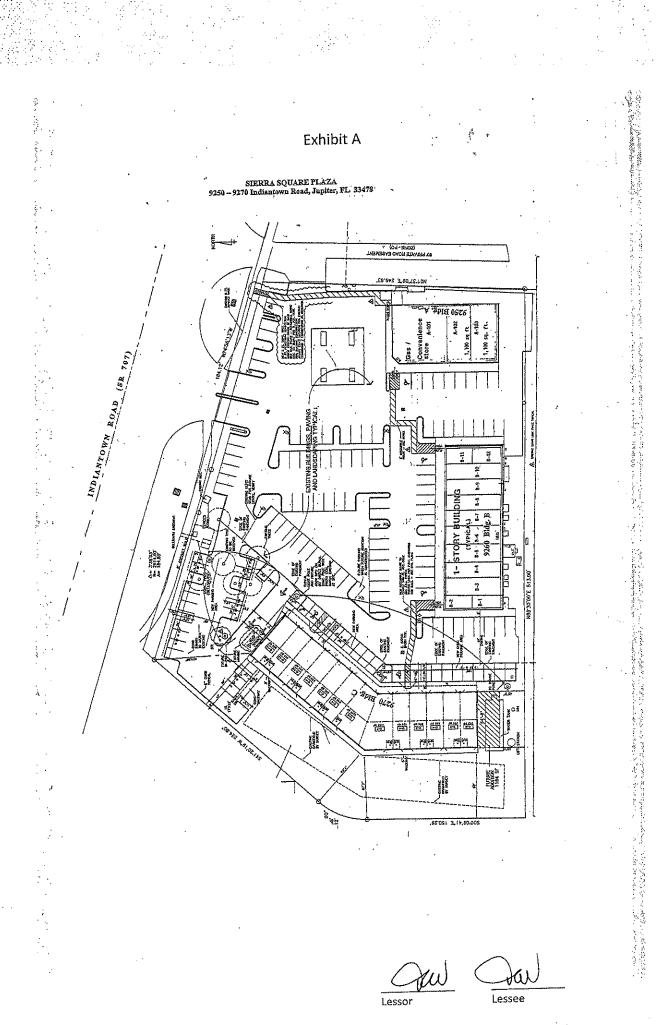
ADALASION NUMBER DOCIDESS MERINESS

State of Florida County of Brevard

Before me this $1/9^{1/2}$ day of January 2005, personally appeared T. A. Vani, as Lessee, who executed the foregoing instrument, and who after being duly sworn says he is the President of S&S Enterprises, Inc., a Florida corporation, he has full authority to act on behalf of said company, and who is well known to me.

ARY PUBL	OFFICIAL NOTARY SEAL
	COMMISSION NUMBER OCO70676 NY TOMMISSION EXPIRES
-	NOV. 9,2005

71 Notary Public



Page 1 of 2

Sierra Square Plaza 9250 – 9270 Indiantown Road Jupiter, Florida

DESCRIPTION LEGAL

A PARCEL OF LAND IN THE NORTHEAST ONE-GUARTER OF THE SOUTHWEST ONE-GUARTER OF THE NORTHEAST ONE-GUARTER (NE 1/4 OF SW 1/4 OF NE 1/4) OF SECTION 6. TOWNSHIP 41 SOUTH, RANGE 42 EAST, BEING SPECIFICALLY DESCRIBED AS FOLLOWS:

FROM AN IRON ROD MARKING THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (SW 1/4 OF NE 1/4) OF SAID SECTION 6, BEAR NORTH 1 DEGREE -37'-09" EAST ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (SW 1/4 OF NE 1/4) OF SAID SECTION 6, A DISTANCE OF 1146.19 FEET (SW 1/4 OF NE 1/4) OF SAID SECTION 6, A DISTANCE OF 1146.19 FEET TO THE INTERSECTION THEREOF WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 706 (INDIANTOWN ROAD); THENCE NORTH 74 DEGREES -56'-13' WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 61.69 FEET TO THE POINT OF BEGINNING.

FEET TO THE POINT OF BEGINNING. THENCE. CONTINUE NORTH 74 DEGREES -56'-13" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 184.12 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 3 DEGREES -38'-03" AND A RADIUS OF 2914.93 FEET; THENCE, NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 184.89 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 41 DEGREES -20'-19" FEET TO THE LEFT, HAVING A CENTRAL ANGLE OF 41 DEGREES -20'-19" WEST, A DISTANCE OF 224.80 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 41 DEGREES -30'-00" AND A RADIUS OF 70.58 FEET; THENCE, SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 51.12 FEET TO THE POINT OF TANGENCY: THENCE SOUTH O DEGREES -09'-41" EAST, A DISTANCE OF 150.29 FEET; THENCE NORTH 89 DEGREES -30' -00" EAST, A DISTANCE OF 513.00 FEET; THENCE, NORTH 1 DEGREES -37' -09" EAST, ALONG A LINE THAT IS 50 FEET WESTERLY OF, PARALLEL AND MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE SOUTHWEST ONE-GUARTER OF THE NORTHEAST ONE-GUARTER (SW 1/4 OF NE 1/4) OF SAID SECTION 6, A DISTANCE OF 260.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED DADCEL CONTAINS 3 53 40PES

THE ABOVE DESCRIBED PARCEL CONTAINS 3. 53 ACRES.

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Page 2 of 2

ATTACHMENT NO. 8

OWNER'S DISCLOSURE OF BENEFICIAL INTERESTS (REQUIRED BY FLORIDA STATUTES 286.23)

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA COUNTY OF PALMBEACH BREVARD

1. Affiant is the <u>Manager</u> (position - i.e. president, partner, trustee) of S&S Rentals, L.L.C., a Florida limited liability company, (the "Owner") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 400 High Point Dr, Suite 500, Cocoa, FL 32926

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Owner and the percentage interest of each such person or entity.

4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its lease of the Property.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

emphins _, Affiant Print Affiant Name: B. W. Simpkins, TTEE, Mgr.

and an and a second	[V] who is personally	known to me or [] who has		
produced	as identification	as identification and who did take an oath.		
		Notary Public		
	LAURA M. DARBY MY COMMISSION # DD 984878 EXPIRES: November 9, 2013 Bonded Thru Notary Public Underwriters	<u>Laura M. NARBY</u> (Print Notary Name)		
		NOTARY PUBLIC State of Florida at Large		

My Commission Expires:<u>11-9-13</u> \\FDO-FS\common\PREM\PM\Out Lease\PBSO Sierra Square\SecondAmend\Disclosure.LLC.001.HF app.041112.doc

EXHIBIT "A"

PROPERTY

Sierra Square Plaza '9250 – 9270 Indiantown Rd, Jupiter, FL 33478

A parcel of land in the Northeast One-Quarter of the Southwest one-Quarter of the Northeast One-Quarter (NE 1/4 of SW1/4 of NE 1/4) of Section 6, Township 41 South, Range 42 East, being specifically described as follows:

From an iron marking the Southeast corner of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, bear North 1 degree 37'09" East along the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, a distance of 1146.19 feat to the intersection thereof with the Southerly Right-of-Way line of State Road 706 (Indiantown Road); thence North 74 degrees 56'13" West along said Right-of-Way line, a distance of 61.69 feet to the Point of Beginning.

Thence, continue North 74 degrees 56'13" West along said Rightof-Way line. a distance of 184.12 feet to the point of curvature of a curve to the right, having a central angle of 3 degrees 38'03" and a radius of 2914.93 feet; thence Northwesterly, along the arc of said curve, a distance of 184.89 feet to the end of said curve; thence, South 41 degrees 20'19" West, a distance of 224.80 feet to the point of curvature of a curve to the left, having a central angle of 41 degrees 30'00" and a radius of 70.58 feet; thence, Southwesterly, along the arc of said curve, a distance of 51.12 feet to the point of tangency; thence South 0 degrees 09'41" East, a distance of 150.29 feet; thence North 89 degrees 30'00" East, a distance of 513.00 feet Westerly of, parallel and measured at right angles to the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, a distance of 260.00 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL (ADDITIONAL R/W FOR SR #706):

A parcel of land in the Northeast One-Quarter of the Southwest One-Quarter of the Northeast One-Quarter (NE 1/4 of SW 1/4 of NE 1/4) Section 6, Township 41 South, Range 42 East, being specifically described as follows:

From an iron rod marking the Southeast corner of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, bear North 1 degree 37'09" East along the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, a distance of 1146.19 feet to the intersection thereof with the Southerly Right-of-Way line of State Road 706 (Indiantown Road); thence North 74 degrees 56'13" West along said Right-of-Way line, a distance of 61.69 feet to the POINT OF BEGINNING.

Thence, continue North 74 degrees 56'13" West along said Rightof-Way line, a distance of 184.12 feet to the point of curvature of a curve to the right, having a central angle of 3 degrees 38'03" and a radius of 2914.93 feet; thence, Northwesterly, along the arc of said curve, a distance of 184.89 feet, thence South 41 degrees 20'19" West a distance of 10.83 feet to the arc of a curve concave to the Northeast having a radius of 2924.93 feet; thence, Southeasterly, along the arc of said curve, a distance of 189.04 feet to the point of tangency of said curve; thence South 74 degrees 56'13" East a distance of 186.51 feet; thence North 1 degree 37'09" East a distance of 10.28 feet to the POINT OF BEGINNING:

Property is known as parcel control number 30-42-41-06-00-000-1090.

EXHIBIT "B"

SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

Owner is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Owner must identify individual owners. If, by way of example, Owner is wholly or partially owned by another entity, such as a corporation, Owner must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME	ADDRESS	PERCENTAGE OF INTEREST
B. W. Simpkins Trust	400 High Point Dr, Ste 500 Cocoa, FL 32926	49.8766%
F. A. Sheriff Trust	11 11 11	49.8766%
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ATTACHMENT NO. 9

LANDLORD'S DISCLOSURE OF BENEFICIAL INTERESTS (REQUIRED BY FLORIDA STATUTES 286.23)

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, _________ $\beta_{......} \beta_{......} \beta_{......}$, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the trustee of the B. W. Simpkins Trust ("Simpkins Trust"). The Simpkins Trust owns 49.8766% of the outstanding shares of S&S Rentals, LL.C., a Florida limited liability company, which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

2.	Affiant's address is:	110 S. TWIN LAKES PD.
		LOCOA, M 32926

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Simpkins Trust and the percentage interest of each such person or entity.

4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its lease of the Property.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Affiant B.W. SIMPKINS Print Affiant Name: Trustee of the B. W. Simpkins Trust

The foregoing instrument was sworn to, subscribed and acknowledged before me this _, 2012, by BW. 51MPKINS APRIL ~ [X] who is personally known to me or [] who has as identification and who did take an oath. produced net And Notary Public NOTARY FUELIC-STATE OF PLORIDA Susan C. Timmins Commission # DD873760 Expires: JUNE 04, 2013 BONDED THRU ATLANTIC BONDING CO, INC. SUSAN C. TIMMINS (Print Notary Name) NOTARY PUBLIC State of Florida at Large My Commission Expires: 6/04/13 \\FDO-FS\common\PREM\PM\Out Lease\PBSO Sierra Square\SecondAme id\Discl neficial Interest.SimpkinsTrust.clean.do

EXHIBIT "A"

PROPERTY

Sierra Square Plaza 9250 - 9270 Indiantown Rd, Jupiter, FL 33478

A parcel of land in the Northeast One-Quarter of the Southwest one-Quarter of the Northeast One-Quarter (NE 1/4 of SW1/4 of NE 1/4) of Section 6, Township 41 South, Range 42 East, being specifically described as follows:

From an iron marking the Southeast corner of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, bear North 1 degree 37'09" East along the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, a distance of 1146.19 feet to the intersection thereof with the Southerly Right-of-Way line of State Road 706 (Indiantown Road); thence North 74 degrees 56'13" West along said Right-of-Way line, a distance of 61.69 feet to the Point of Beginning.

Thence, continue North 74 degrees 56'13" West along said Right-of-Way line, a distance of 184.12 feet to the point of curvature of a curve to the right, having a central angle of 3 degrees 38'03" and a radius of 2914.93 feet; thence Northwesterly, along the arc of said curve, a distance of 184.89 feet to the end of said curve; thence, South 41 degrees 20'19" West, a distance of 224.80 feet to the point of curvature of a curve to the left, having a central angle of 41 degrees 30'00" and a radius of 70.55 feet; thence, Southwesterly, along the arc of said curve, a distance of 51.12 feet to the point of tangency; thence South 0 degrees 09'41" East, a distance of 150.29 feet; thence North 39 degrees 30'00" East, a distance of 513.00 feet; thence North 1 degree 37'09" East, a long a line that is 60 feet Westerly of, parallel and measured at right angles to the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE l/4) of said Section 6, a distance of 260.00 feet to the Point of Beginning. Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL (ADDITIONAL R/W FOR SR #706):

A parcel of land in the Northeast One-Quarter of the Southwest One-Quarter of the Northeast One-Quarter (NE 1/4 of SW 1/4 of NE 1/4) Section 6, Township 41 South, Range 42 East, being specifically described as follows:

From an iron rod marking the Southeast corner of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, bear North 1 degrees 37'09" East along the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, a distance of 1146.19 feet to the intersection thereof with the Southerly Right-of-Way line of State Road 706 (Indiantown Road); thence North 74 degrees 55'13" West along said Right-of-Way line, a distance of 61.69 feet to the POINT OF BEGINNING.

Thence, continue North 74 degrees 56'13" West along said Right-of-Way line, a distance of 184.12 feet to the point of curvature of a curve to the right, having a central angle of 3 degrees 38'03" and a radius of 2914.93 feet; thence, Northwesterly, along the arc of said curve, a distance of 184.89 feet, thence South 41 degrees 20'19" West a distance of 10.83 feet to the arc of a curve concave to the Northeast having a radius of 2924.93 feet; thence, Southeasterly, along the arc of said curve, a distance of 189.04 feet to the point of tangency of said curve; thence South 74 degrees 56'13" East a distance of 186.51 feet; thence North 1 degree 37'09" East a distance of 10.28 feet to the POINT OF BEGINNING.

Property is known as parcel control number 30-42-41-06-00-000-1090.

EXHIBIT "B"

SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

Name: B.W. Simpkins Trust, 400 High Point Drive, Suite 500, Cocoa, FL 32926

Trust is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Trust must identify individual owners. If, by way of example, Trust is wholly or partially owned by another entity, such as a corporation, Trust must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME	ADDRESS	PERCENTAGE OF INTEREST
BW SIMPIANS	110 S. Twin Lakes Rd	100%
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ATTACHMENT NO. 10

LANDLORD'S DISCLOSURE OF BENEFICIAL INTERESTS (REQUIRED BY FLORIDA STATUTES 286.23)

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, , hereinafter referred to as "Affiant", who being by me F.A. Sheriff first duly sworn, under oath, deposes and states as follows:

Affiant is the trustee of the F. A. Sheriff Trust ("Sheriff Trust"). The Sheriff 1. Trust owns 49.8766% of the outstanding shares of S&S Rentals, LL.C., a Florida limited liability company, which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

Iwin Affiant's address is: _ lla 2, ncoa

Attached hereto, and made a part hereof, as Exhibit "B" is a complete 3 listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Sheriff Trust and the percentage interest of each such person or entity.

Affiant acknowledges that this Affidavit is given to comply with Florida 4. Statutes 286.23, and will be relied upon by Palm Beach County in its lease of the Property.

Affiant further states that Affiant is familiar with the nature of an oath and 5. with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

Under penalty of perjury, Affiant declares that Affiant has examined this 6. Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

NT SAYETH NAUGHT. FURTH Affiant Print Affiant Name

F.A. Sheriff Trustee of the F.A. Sheriff Trust

The foregoing instrum	ent was sworn to, subscribed an	ad acknowledged before me this
27th day of Apri	20 <u>12</u> by	F.A. Sheriff
	[who is personally kr	nown to me or [] who has
produced	as identification an	id who did take an oath.
.		Lele Dhelly
		Notary Public
	KELLIE D. KELLY MY COMMISSION # DD 957031 EXPIRES: March 5, 2014 Bonded Taru Netary Public Underwriters	Print Notary Name)
		NOTARY PUBLIC State of Florida at Large My Commission Expires: <u>3/5/14</u> -
\\FDO-FS\common\PREM\PM\Out	Lease\PBSO Sierra Square\SecondAmend\Disclosi	are of Benenolal Intelest Shehini Hust elean doo

EXHIBIT "A"

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PROPERTY

Sierra Square Plaza '9250 - 9270 Indiantown Rd, Jupiter, FL 33478

A parcel of land in the Northeast One-Quarter of the Southwest one-Quarter of the Northeast One-Quarter (NE 1/4 of SW1/4 of NE 1/4) of Section 5, Township 41 South, Range 42 East, being specifically described as follows:

From an iron marking the Southeast corner of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, bear North 1 degree 37'09" East along the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, a distance of 1146.19 feet to the intersection thereof with the Southerly Right-of-Way line of State Road 706 (Indiantown Road); thence North 74 degrees 56'13" West along said Right-of-Way line, a distance of 61.69 feet to the Point of Beginning.

Thence, continue North 74 degrees 56'13" West along said Right-of-Way line, a distance of 184.12 feet to the point of curvature of a curve to the right, having a central angle of 3 degrees 38'03" and a radius of 2914.93 feet; thence Northwesterly, along the arc of said curve, a distance of 184.89 feet to the end of said curve; thence, South 41 degrees 20'19" West, a distance of 224.80 feet to the point of curvature of a curve to the left, having a central angle of 41 degrees 30'00" and a radius of 70.58 feet; thence, Southwesterly, along the arc of said curve, a distance of 51.12 feet to the point of tangency; thence South 0 degrees 09'41" East, a distance of 150.29 feet; thence North 1 degrees 30'00" East, a distance of 513.00 feet; thence North 1 degree 37'09" East, along a line that is 60 feet Westerly of, parallel and measured at right angles to the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, a distance of 260.00 feet to the Point of Beginning. Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL (ADDITIONAL R/W FOR SR #706):

A parcel of land in the Northeast One-Quarter of the Southwest One-Quarter of the Northeast One-Quarter (NE 1/4 of SW 1/4 of NE 1/4) Section 5, Township 41 South, Range 42 East, being specifically described as follows:

From an iron rod marking the Southeast corner of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, bear North 1 degree 37'09" East along the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, a distance of 1146.19 feet to the intersection thereof with the Southerly Right-of-Way line of State Road 706 (Indiantown Road); thence North 74 degrees 56'13" West along said Right-of-Way line, a distance of 61.69 feet to the FOINT OF BEGINNING.

Thence, continue North 74 degrees 56'13" West along said Right-of-Way line, a distance of 184.12 feet to the point of curvature of a curve to the right, having a central angle of 3 degrees 38'03" and a radius of 2914.93 feet; thence, Northwesterly, along the arc of said curve, a distance of 184.89 feet, thence South 41 degrees 20'19" West a distance of 10.83 feet to the arc of a curve concave to the Northeast having a radius of 2924.93 feet; thence, Southeasterly, along the arc of said curve, a distance of 189.04 feet to the point of tangency of said curve; thence South 1 degrees 56'13" East a distance of 10.28 feet to the POINT OF BEGINNING:

Property is known as parcel control number 30-42-41-06-00-000-1090.

EXHIBIT "B"

SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

Name: F.A. Sheriff Trust, 400 High Point Drive, Suite 500, Cocoa, FL 32926

Trust is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Trust must identify individual owners. If, by way of example, Trust is wholly or partially owned by another entity, such as a corporation, Trust must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME	ADDRESS	PERCENTAGE OF INTEREST
Fletcher_ASheriff	112 N Twin Lakee Rd	100%
P ettilet_A. Allet.t.t.	112 N. Twin Lakes Rd. Cocoa, FL 32926	
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BELOW. THIS CERTIFICATE OF INS	SURANCE DOES NO	OT CONSTITUTE	E A CONTRACT	BETWEEN	THE ISSUING INSUREI	R(S), AUTHORIZED
REPRESENTATIVE OR PRODUCER, AI MPORTANT: If the certificate holder	is an ADDITIONAL	INSURED, the p	olicy(ies) must be	endorsed.	IF SUBROGATION IS	WAIVED, subject to
the terms and conditions of the policy, certificate holder in lieu of such endors	, certain policies ma sement(s).	ay require an en	dorsement. A stat	tement on th	is certificate does not	confer rights to the
DDUCER /. Edens & Company		321-725-7000 321-725-7856	CONTACT NAME: PHONE		FAX (A/C, No	
mmercial ins of Brevard, inc i Fifth Avenue, Suite 108		521-120-1000	(A/C, No, Ext): E-MAIL ADDRESS:		I (A/C, NO	5
lialantic, FL 32903 sley H. Houser			INS		RDING COVERAGE	NAIC #
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URED S&S Enterprises, Inc. 400 High Point Drive, Ste	e. 500	<u> </u> -	INSURER B :			
Cocoa, FL 32926		-	INSURER D ;			
			INSURER E ;			
OVERAGES CER		R:	INSURER F :		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES	OF INSURANCE LIS	TED BELOW HAV	DE ANY CONTRACT	OR OTHER	DOCUMENT WITH RESP.	ECT TO WHICH THIS I
CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PERTAIN. THE INSUL	RANCE AFFORDE	D BY THE POLICIE	S DESCRIBE	D HEREIN IS SUBJECT	TO ALL THE TERMS,
ENGLUGIONG AND CONDITIONS OF SUCH		CONTRACTOR AND A CONTRACTOR				
	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Lim	ITS
R TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	EACH OCCURRENCE	\$ 1,000,000
R TYPE OF INSURANCE GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY	X BPG5501	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) 01/16/12	01/16/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 500,000
R TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	EACH OCCURRENCE	\$ 1,000,000
GENERAL LIABILITY	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)	\$ 1,000,000 \$ 500,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000
R TYPE OF INSURANCE GENERAL IJABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X GEN'L AGGREGATE LIMIT APPLIES PER:	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY	\$ 1,000,000 \$ 500,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000
R TYPE OF INSURANCE GENERAL LIABILITY X X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT	\$ 1,000,000 \$ 500,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000 \$ 2,000,000 \$ 2,000,000 \$ 2,000,000
R TYPE OF INSURANCE GENERAL LIABILITY X X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X GENTL AGGREGATE LIMIT APPLIES PER: X POLICY PRO- LOC AUTOMOBILE LIABILITY	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person)	\$ 1,000,000 \$ 5,000 \$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000 \$ 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
R TYPE OF INSURANCE GENERAL IJABILITY X X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO- LOC ANY AUTO ALL OWNED AUTOS NON-OWNED	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per acciden PROPERTY DAMAGE	\$ 1,000,000 \$ 500,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000 \$ 2,000,000 \$ 2,000,000 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
Image: R TYPE OF INSURANCE GENERAL IJABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO- JECT LOC AUTOMOBILE LIABILITY	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident	\$ 1,000,000 \$ 5,000 \$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000 \$ 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
TYPE OF INSURANCE GENERAL IJABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X GEN'L AGGREGATE LIMIT APPLIES PER: X PRO- JECT LOC AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS NON-OWNED	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per acciden PROPERTY DAMAGE	\$ 1,000,000 \$ 500,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000 \$ 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
R TYPE OF INSURANCE GENERAL LIABILITY X X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X GEN'L AGGREGATE LIMIT APPLIES PER: X PRO- GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY JPRO- AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS X UMBRELLA LIAB X CLAIMS-MADE	X BPG5501	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPIOP AGG COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per person) BODILY INJURY (Per acciden PROPERTY DAMAGE (Per accident)	\$ 1,000,000 5,000
R TYPE OF INSURANCE GENERAL LIABILITY X X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE X OCCUR GENTL AGGREGATE LIMIT APPLIES PER: X POLICY PRO- LOC AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS X UMBRELLA LIAB X DED X RETENTION \$ 10,000	X BPG5501	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) 01/16/12	POLICY EXP (MM/DD/YYY) 01/16/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person). PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per person) BODILY INJURY (Per person) BODILY INJURY (Per acciden PROPERTY DAMAGE (Per accident) EACH OCCURRENCE AGGREGATE	\$ 1,000,000 \$ 500,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000 \$ 2,000,000 \$ 2,000,000 \$ 5 \$ 5 \$ 5 \$ 5 \$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 1,000,000
R TYPE OF INSURANCE GENERAL LIABILITY X X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X GEN'L AGGREGATE LIMIT APPLIES PER: Y PRO- LECT LOC AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS HIRED AUTOS X UMBRELLA LIAB X DED X RETENTION \$ 10,000 WORKERS COMPENSATION AND EMPLOYERS LIABILITY	ADDL SUBR INSR WVD X BPG5501	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) 01/16/12	POLICY EXP (MM/DD/YYY) 01/16/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPIOP AGG COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per person) BODILY INJURY (Per accident) EACH OCCURRENCE AGGREGATE	\$ 1,000,000 \$ 500,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000 \$ 2,000,000 \$ 2,000,000 \$ 5 \$ 5 \$ 5 \$ 5 \$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 1,000,000
TYPE OF INSURANCE GENERAL IJABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY JECT LOC AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS NON-OWNED AUTOS VUMBRELLA LIAB X UMBRELLA LIAB X DED X RETENTION \$ 10,000 WORKERS COMPENSATION AND ROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	X BPG5501	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) 01/16/12	POLICY EXP (MM/DD/YYY) 01/16/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY (PER	\$ 1,000,000 5 500,000 5 5,000 5 1,000,000 5 2,000,000 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
TYPE OF INSURANCE GENERAL IJABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X CCUR GEN"L AGGREGATE LIMIT APPLIES PER: X POLICY PRO- LOC AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS NON-OWNED AUTOS HIRED AUTOS AUTOS LOC AUTOS Y AND EMPLOYERS' LIABILITY Y/N AND PROPRISTOR/PARTNER/EXECUTIVE	ADDL SUBR INSR WVD X BPG5501	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) 01/16/12	POLICY EXP (MM/DD/YYY) 01/16/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per person) BODILY INJURY (Per person) BODILY INJURY (Per accident) EACH OCCURRENCE AGGREGATE WC STATU- TORY LIMITS E.L. EACH ACCIDENT	\$ 1,000,000 5 500,000 5 5,000 5 1,000,000 5 2,000,000 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
R TYPE OF INSURANCE GENERAL LIABILITY X X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X CCUR CLAIMS-MADE CEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO- LOC AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS HIRED AUTOS VORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANT PROPRIETOR/PARTNER/EXECUTIVE CHADATON IN INH	ADDL SUBR INSR WVD X BPG5501	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) 01/16/12	POLICY EXP (MM/DD/YYY) 01/16/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY (PER	\$ 1,000,000 5 500,000 5 5,000 5 1,000,000 5 2,000,000 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
R TYPE OF INSURANCE GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GENTL AGGREGATE LIMIT APPLIES PER: X POLICY PRO- LOC AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS K UMBRELLA LIAB X UMBRELLA LIAB X UMBRELLA LIAB X AUTOS NON-OWNED AUTOS VORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/P	INDEL SUBR INSR WVD X BPG5501 X CUG5501 N/A CUG5501	POLICY NUMBER E E	01/16/12 01/16/12	POLICY EXP (MM/DD/YYY) 01/16/13 01/16/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY (PER	\$ 1,000,000 5 500,000 5 5,000 5 1,000,000 5 2,000,000 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
R TYPE OF INSURANCE GENERAL LIABILITY X X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE X GENTL AGGREGATE LIMIT APPLIES PER: X POLICY PRO- LOC AUTOMOBILE LIABILITY ANY AUTO ALL OWNED ALUTOS HIRED AUTOS AUTOS HIRED AUTOS AUTOS DED X RETENTION \$ VORKERS COMPENSATION ANDO WORKERS COMPENSATION AND POPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC SCRIPTION OF OPERATIONS / LOCATIONS / VEHIC ASE AGREEMENT:	X BPG5501 X BPG5501 X CUG5501 N/A CUG5501	POLICY NUMBER E E E Additional Remarks Sc RE, Certificate h delitional	DULCY EFF (MM/DD/YYYY) 01/16/12 01/16/12 01/16/12	POLICY EXP (MM/DD/YYY) 01/16/13 01/16/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY (PER	\$ 1,000,000 5 500,000 5 5,000 5 1,000,000 5 2,000,000 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
R TYPE OF INSURANCE GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X CCUR GEN'L AGGREGATE LIMIT APPLIES PER: X PRO- LOC AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS AUTOS HIRED AUTOS AUTOS DED X UMBRELLA LIAB CLAIMS-MADE X UMBRELLA LIAB CLAIMS-MADE Y VORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERMEMBER EXCLUDED2 (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC ASE AGREEMENT: R2006-1267, PBS	X BPG5501 X BPG5501 X CUG5501 N/A CUG5501	POLICY NUMBER E E E Additional Remarks Sc RE, Certificate h delitional	DULCY EFF (MM/DD/YYYY) 01/16/12 01/16/12 01/16/12	POLICY EXP (MM/DD/YYY) 01/16/13 01/16/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY (PER	\$ 1,000,000 5 500,000 5 5,000 5 1,000,000 5 2,000,000 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
R TYPE OF INSURANCE GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO- AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS HIRED AUTOS AUTOS DED X UMBRELLA LIAB X OCCUR EXCESS LIAB DED X WORKERS COMPENSATION AND EMPLOYERS' LLABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) f yes, describe under DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC ASE AGREEMENT: R2006-1267, PBS an additional insured as respects to ured applies only to those operation Topking & FA Sheriff. BW Simpking T	INDEL SUBR INSR WVD X BPG5501 SUB BPG5501 SUB SUB	POLICY NUMBER E E E Additional Remarks Sc RE, Certificate h delitional	DULCY EFF (MM/DD/YYYY) 01/16/12 01/16/12 01/16/12	POLICY EXP (MM/DD/YYY) 01/16/13 01/16/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY (PER	\$ 1,000,000 5 500,000 5 5,000 5 1,000,000 5 2,000,000 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
TYPE OF INSURANCE GENERAL IJABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO- LOC AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS HIRED AUTOS AND EMPENSION AND EMPLOYERS' LIABILITY ANY AUTO ALTOS NON-OWNED AUTOS NON-OWNED AUTOS NORKERS COMPENSATIONS AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFOCERMEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC ASE AGREEMENT: R2006-1267, PBS an additional insured as respects to ured applies only to those operation Tokins & FA Sheriff, EW Simpkins T	INDEL SUBR INSR WVD X BPG5501 SUB BPG5501 SUB SUB	POLICY NUMBER E E E Additional Remarks Sc RE, Certificate h delitional	DULCY EFF (MM/DD/YYYY) 01/16/12 01/16/12 01/16/12	POLICY EXP (MM/DD/YYY) 01/16/13 01/16/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY (PER	\$ 1,000,000 5 500,000 5 5,000 5 1,000,000 5 2,000,000 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
R TYPE OF INSURANCE GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X CCUR GENTL AGGREGATE LIMIT APPLIES PER: X POLICY PRO- LOC AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS AUTOS HIRED AUTOS AUTOS AUTOS AUTOS HIRED AUTOS AUTOS AUTOS NON-OWNED AUTOS MUTOS AUTOS MUTOS AUTOS MUTOS MUTOS MUTOS MADEED VORKERS COMPENSATION S M	INDEL SUBR INSR WVD X BPG5501 SUB BPG5501 SUB SUB	POLICY NUMBER E E E E Additional Remarks Sc RE, Certificate In cdditional e named insure Trust and S&S	Dilicy EFF (MM/DD/YYYY) 01/16/12 01/16/12 01/16/12 01/16/12 chedulo, if more space is older is named d. BW	POLICY EXP (MM/DD/YYY) 01/16/13 01/16/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY (PER	\$ 1,000,000 5 500,000 5 5,000 5 1,000,000 5 2,000,000 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
SR TYPE OF INSURANCE GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X CLAIMS-MADE X CLAIMS-MADE X GEN'L AGGREGATE LIMIT APPLIES PER: X PRO- JECT LOC AUTOMOBILE LIABILITY ANY AUTO ALUTOS HIRED AUTOS K UMBRELLA LIAB Y UMBRELLA LIAB DED X RETENTION \$ 10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTINER/EXECUTIVE UMBRELA UND	INDEL SUBR INSR WVD X BPG5501 SUB BPG5501 SUB SUB	POLICY NUMBER E E E Additional Remarks Sc RE, Certificate In dditional e named insure Trust and S&S	Dilcy EFF (MM/DO/YYYY) 01/16/12 01/16/12 01/16/12 01/16/12 01/16/12 01/16/12 01/16/12 01/16/12 01/16/12	POLICY EXP (MM/DD/YYY) 01/16/13 01/16/13 01/16/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per person) BODILY INJURY (Per person) BODILY INJURY (Per acciden PROPERTY DAMAGE (Per accident) EACH OCCURRENCE AGGREGATE WC STATU- TORY LIMITS ELL EACH ACCIDENT E.L. DISEASE - EA EMPLOYE E.L. DISEASE - EA EMPLOYE E.L. DISEASE - POLICY LIMIT	\$ 1,000,000 \$ 500,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000 \$ 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
Image: Construct of the second sec	INDEL SUBR INSR WVD X BPG5501 SUB BPG5501 SUB SUB	POLICY NUMBER E E E E Additional Remarks Sc RE, Certificate In cdditional e named insure Trust and S&S	DI/16/12 01/16/12 01/16/12 01/16/12 01/16/12 01/16/12 01/16/12 01/16/12 01/16/12 01/16/12 01/16/12 01/16/12 01/16/12 01/16/12	POLICY EXP (MM/DD/YYY) 01/16/13 01/16/13 01/16/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) EACH OCCURRENCE AGGREGATE UC STATU E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYE E.L. DISEASE - POLICY LIMIT	\$ 1,000,000 \$ 500,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000 \$ 2,000,000 \$ 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
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ADDITIONAL INTEREST NAME AND ADDRESS MORTGAGEE ADDITIONAL INSURED Palm Bch County Board of LOAN # SEE REMARKS FOR FULL NAME AUTHORIZED REPRESENTATIVE 2633 Vista Parkway West Palm Beach, FL 33411	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CAN	CELLED BEFORE TH	E EXPIRATION DAT	E THEREOF, NOT	CE WILL BE	
NAME AND ADDRESS MORTGAGEE LOSS PAYEE LOAN # Palm Bch County Board of SEE REMARKS FOR FULL NAME 2633 Vista Parkway West Palm Beach, FL 33411 MORTGAGEE LOSS PAYEE LOAN # AUTHORIZED REPRESENTATIVE Wesley H. Houser AUTHORIZED REPRESENTATIVE Wesley H. Houser				·····		
Palm Bch County Board of LOAN# SEE REMARKS FOR FULL NAME AUTHORIZED REPRESENTATIVE 2633 Vista Parkway Wesley H. Houser West Palm Beach, FL 33411 LOAN#		MORTGAGEE	ADDITIONAL INSI	URED		
Palm Bch County Board of SEE REMARKS FOR FULL NAME 2633 Vista Parkway West Palm Beach, FL 33411		·				
2633 Vista Parkway West Palm Beach, FL 33411 Wesley H. Houser			· · · ·	·		
West Palm Beach, FL 33411 Waling A. Knine				1 1	÷.,	
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Friday, 3/23/2012, page 1 of 1 /

Below is information for rent only justifying the figures listed on the attached BAS for the PBSO substation Second Amendment to Lease Agreement with S&S Enterprises:

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County	<u>\$9,007.04</u>	<u>\$25,310.23</u>	<u>\$26,170.13</u>	<u>\$27,062.75</u>	<u>\$17,688.65</u>
NET FISCAL IMPACT	<u>\$9,007.04</u>	<u>\$25,310.23</u>	<u>\$26,170.13</u>	<u>\$27,062.75</u>	<u>\$17,688.65</u>

FY2012:

- As the Lease expires on 5/21/2012, rent has already been budgeted for 10/1/2011 5/21/2012.
- Total rent is comprised of base rent, CAM and taxes.
- Current base rent is \$20,771.40 per year (\$1,730.95 per month), CAM is \$2,454.36 per year (\$204.53 per month) and taxes are \$1,940.45 per year (\$161.70 per month), for a total rent of \$25,166.21 per year (\$2,097.18 per month).
- Per the Second Amendment, base rent and CAM portions of total rent will be revised.
- Base rent will remain constant for the first year of the term extension (5/22/2012 5/21/2013).
- CAM will remain constant for the first year of the term extension (5/22/2012 5/21/2013).
- Taxes for the first year of the term extension (5/22/2012 5/21/2013) will be \$1,778.79 per year (\$148.23 per month).
- 5/22/2012 5/31/2012 = 10 days.
- $\$1,730.95 + \$204.53 + \$148.23 = \$2,083.71 \div 31$ days for May 2012 = \$67.22 per day x 10 days = \$672.20.
- 6/1/2012 9/30/2012 = 4 months.
- \$2,083.71 per month x 4 months = \$8,334.84.
- \$672.20 + \$8,334.84 = \$9,007.04.

FY2012 TOTAL = $\underline{\$9,007.04}$

FY2013:

- 10/1/2012 4/30/2013 = 7 months.
- \$2,083.71 per month x 7 months = \$14,585.97.
- 5/1/2013 5/21/2013 = 21 days.
- \$2,083.71 per month $\div 31$ days for May 2013 = \$67.22 per day x 21 days = \$1,411.62.
- Effective 5/22/2013, total rent is adjusted; estimate 3% increase in base rent, 7% increase in CAM and 3% increase in taxes.
- Effective 5/22/2013, base rent increases to \$21,394.54 per year (\$1,782.88 per month), CAM increases to \$2,626.17 per year (\$218.85 per month) and taxes increase to \$1,832.15 per year (\$152.68 per month); total rent increases to \$25,852.86 per year (\$2,154.41 per month).
- 5/22/2013 5/31/2013 = 10 days.
- $$2,154.41 \div 31$ days for May 2013 = \$69.50 per day x 10 days = \$695.00.

- 6/1/2013 9/30/2013 = 4 months.
- \$2,154.41 per month x 4 months = \$8,617.64.
- \$14,585.97 + \$1,411.62 + \$695.00 + \$8,617.64 = \$25,310.23.

FY2013 TOTAL = <u>\$25,310.23</u>

<u>FY2014:</u>

- 10/1/2013 4/30/2014 = 7 months.
- \$2,154.41 per month x 7 months = \$15,080.87.
- 5/1/2014 5/21/2014 = 21 days.
- \$2,154.41 per month \div 31 days for May 2014 = \$69.50 per day x 21 days = \$1,459.50.
- Effective 5/22/2014, total rent is adjusted; estimate 3% increase in base rent, 7% increase in CAM and 3% increase in taxes.
- Effective 5/22/2014, base rent increases to \$22,036.38 per year (\$1,836.36 per month), CAM increases to \$2,810.00 per year (\$234.17 per month) and taxes increase to \$1,887.11 per year (\$157.26 per month); total rent increases to \$26,733.49 per year (\$2,227.79 per month).
- 5/22/2014 5/31/2014 = 11 days.
- $$2,227.79 \div 31$ days for May 2014 = \$71.86 per day x 10 days = \$718.60.
- 6/1/2014 9/30/2014 = 4 months.
- \$2,227.79 per month x 4 months = \$8,911.16.
- \$15,080.87 + \$1,459.50 + \$718.60 + \$8,911.16 = \$26,170.13.

FY2014 TOTAL = $\underline{$26,170.13}$

FY2015:

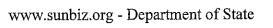
- 10/1/2014 4/30/2015 = 7 months.
- \$2,227.79 per month x 7 months = \$15,594.53.
- 5/1/2015 5/21/2015 = 21 days.
- $$2,227.79 \text{ per month} \div 31 \text{ days for May } 2015 = $71.86 \text{ per day x } 21 \text{ days} = $1,509.06.$
- Effective 5/22/2015, total rent is adjusted; estimate 3% increase in base rent, 7% increase in CAM and 3% increase in taxes.
- Effective 5/22/2015, base rent increases to \$22,697.47 per year (\$1,891.45 per month), CAM increases to \$3,006.70 per year (\$250.56 per month) and taxes increase to \$1,943.72 per year (\$161.98 per month); total rent increases to \$27,647.89 per year (\$2,303.99 per month).
- 5/22/2015 5/31/2015 = 10 days.
- $$2,303.99 \div 31$ days for May 2015 = \$74.32 per day x 10 days = \$743.20.
- 6/1/2015 9/30/2015 = 4 months.
- \$2,303.99 per month x 4 months = \$9,215.96.
- \$15,594.53 + \$1,509.06 + \$743.20 + \$9,215.96 = \$27,062.75.

FY2015 TOTAL =<u>\$27.062.75</u>

FY2016:

- 10/1/2015 4/30/2016 = 7 months.
- \$2,303.99 per month x 7 months = \$16,127.93.
- 5/1/2016 5/21/2016 = 21 days.
- \$2,303.99 per month $\div 31$ days for May 2013 = \$74.32 per day x 21 days = \$1,560.72.
- Term ends on 5/21/2016.
- \$16,127.93 + \$1,560.72 = \$17,688.65.

FY2016 TOTAL = \$17,688.65



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COCOA FL

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ZAMAGIAS, CHRISTINE 400 HIGH POINT DR STE 500 COCOA FL 32926

Title AS

TIMMINS, SUSAN C 400 HIGH POINT DR, STE 500 COCOA FL 32926

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2011 FOR PRO	FIT CORPORATION	ANNUAL REPORT	FILED
DOCUMENT# J53	041		Mar 25, 2011 Secretary of State
Entity Name: S&SEN	TERPRISES, INC.		-
Current Principal Place	of Business:	New Principal Place	of Business:
400 HIGH POINT DRIVE COCOA, FL 32926	, SUITE #500		
Current Mailing Addres	s:	New Mailing Address	:
400 HIGH POINT DRIVE, COCOA, FL 32926	SUITE #500		
FEI Number: 59-2751366	FEI Number Applied For()	FEI Number Not Applicable ()	Certificate of Status Desired (X)
Name and Address of C	urrent Registered Agent:	Name and Address of	f New Registered Agent:
VANI, THOMAS A 400 HIGH POINT DRIVE SUITE 500 COCOA, FL 32926 US			

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

Date

SIGNATURE:

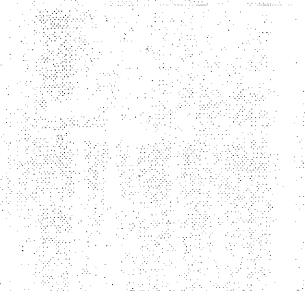
Electronic Signature of Registered Agent

OFFICERS AND DIRECTORS:

Title: Name: Address: City-St-Zip:	PD VANI, THOMAS A 400 HIGH POINT DR COCOA, FL		
Title: Name: Address: City-St-Zip:	S MOFFETT, LAURA M 400 HIGH POINT DR COCOA, FL		
Title: Name; Address: City-St-Zip;	VT ZAMAGIAS, CHRISTINE 400 HIGH POINT DR STE 500 COCOA, FL 32926		
Title: Name: Address: City-St-Zip:	AS TIMMINS, SUSAN C 400 HIGH POINT DR, STE 500 COCOA, FL 32926		

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE:	THOMAS A. VANI	P	03/25/2011
	Electronic Signature of Signing Officer or Director		Date



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400 HIGH POIN ⁻ COCOA FL 3292	T DRIVE, SUITE 8 26	500		
Registered	Agent Name	& Address		
S&S ENTERPRI 400 HIGH POIN COCOA FL 3292	F DRIVE, SUITE 5	500		
Manager/Me	ember Detail			
Name & Addres				
Title MGR				
SIMPKINS, B.W. 400 HIGH POIN COCOA FL 3292	T DRIVE, SUITE 5	500		
Title MGR				
SHERIFF, F.A. T 400 HIGH POIN COCOA FL 3292	T DRIVE, SUITE 5	500		
Title MGR				
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400 HIGH COCOA, I	POINT DRIVE, FL 32926	, SUITE 500		
Current N	lailing Addres	s:	New Mailing Address	5:
400 HIGH COCOA, I	POINT DRIVE, FL 32926	SUITE 500		
FEI Number	: 59-1740375	FEI Number Applied For ()	FEI Number Not Applicable()	Certificate of Status Desired (X)
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S&S ENTE				
400 HIGH COCOA, F	POINT DRIVE,	SUITE 500		
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I hereby certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statues.

SIGNATURE: TA VANI

Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date

MGR

03/26/2012