

This Lease,

Made this thirteenth day of September, A. D. 19 83

By and Between

Healthcare Management Services, Inc.

herein called the lessor, and Board of County Commissioners of Nassau County, Florida

herein called the lessee,

Witnesseth, That in consideration of the covenants herein contained, on the part of the said lessee to be kept and performed, the said lessor do hereby lease to the said lessee the following described property:

See Attachment 4 for description and additional terms of this lease.

To Have and To Hold the same for the term of ^{THREE 3} ~~five~~ (\$) years from the day of specified in Attachment A, D. 19 , the said lessee paying therefor the rent of Dollars. And the said lessee covenant with the said lessor to pay the said rent in payments of \$1.00 each on the first day of each and every year

for the said term, the first payment to be made on the first day of the Lease :

to make no unlawful, improper or offensive use of the premises; not to assign this lease or to sublet any part of said premises without the written consent of the lessor ; not to use said premises for any other purpose than as a n advanced life support service, and to quit and deliver up said premises at the end of said term in as good condition as they are now (ordinary wear and decay and damage by the elements only excepted). And the said lessee hereby covenant and agree that if default shall be made in the payment of the rent as aforesaid, or if the said lessee shall violate any of the covenants of this lease, then said lessee shall become tenant at sufferance, hereby waiving all right of notice, and the lessor shall be entitled immediately to re-enter and re-take possession of the demised premises.

Witness our hands and seals this thirteenth day of September, A. D. 19 83

Signed, Sealed and Delivered in Presence of:

STATE OF FLORIDA,
COUNTY OF

Board of County Commissioners of Nassau County, Florida
By: [Signature] LS
Healthcare Management Services, Inc.
By: [Signature] LS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared the duly authorized representative of Board of County Commissioners of Nassau County, Florida and Healthcare Management Services, Inc. to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of September A. D. 19 83

[Signature]
Notary Public, State of Florida at Large
My commission expires Jan. 9, 1984

This instrument prepared by:
Address

Attachment "A" to Lease Between Board of County
Commissioners and Healthcare Management Services, Inc.

A portion of the building to be erected by the Lessor on the property to be acquired by the Lessor (Block Numbered Five of E.H. Braddock's Addition to the Town of Callahan, Florida, according to plat thereof on record in Deed Book 154 at page 140 of the Public Records of Nassau County, Florida), which portion is to consist of three rooms, each approximately twelve feet by 15 feet, two of which are to be constructed with shower and bathroom facilities and one of which is to be for combination kitchen and lounge purposes, plus outdoor facilities for parking two ambulances, with automobile parking spaces made available on or near said property for parking use of Lessee's on-duty ambulance service personnel. Lessor will furnish plumbing facilities for said purposes and electrical wiring requested in writing in advance of construction by Lessee for its normal use hereinafter described, but Lessee will be responsible for installation of any antenna, special windows and any outside doorways in excess of one.

Lessee agrees that the aforesaid premises shall be used solely for the purpose of providing an advanced life support unit, the primary purpose of which is to provide a 24 hour ambulance service based at the leased premises. Lessee further agrees that Lessor may cancel this lease upon 30 days written notice in the event that Lessee does not use and operate the leased premises for the purposes and in the manner aforesaid on a continuous basis. Lessee further agrees that it will not maintain or locate another advanced life support unit or operate another ambulance service from any other base within five miles of the leased premises. Lessee agrees to maintain professional liability insurance and general liability insurance on the leased premises and on all personnel and vehicles used in the operation of the same and further agrees to indemnify and hold the Lessor free and harmless from any liability or claim of liability, or any suits or actions based thereon, on account of any alleged negligent act or omission occurring or arising out of the Lessee's operation of an advanced life support service.

It is further understood and agreed that, if Lessee shall fail to acquire the aforesaid property and to construct the building aforesaid within 120 days from the days hereof, this lease shall be null and void and both parties shall be released from all obligations hereunder. It is further agreed and understood that the Lessor may, in its

discretion, cancel this lease at any time if it should fail to inaugurate or should discontinue its operation on other portions of said Block Numbered Five of E.H. Braddock's Addition for the operation of an emergency and primary health care center.

Unless sooner terminated by the Lessor or by mutual agreement of the parties, this lease shall be for a term of three years commencing on the first day that the leased premises are made available to the Lessee, and the Lessee shall have an option for extending said term for a term of four (4) years upon giving Lessor at least ninety days written notice prior to termination of the original term.

Upon termination of this lease by either party (other than by cancellation by the Lessor due to its own failure to inaugurate or to continue to use the balance of the said Block Numbered Five for its purposes aforesaid) or by mutual written consent, Lessee shall be obligated to pay the Lessor an amount not to exceed five (5) thousand dollars as and for improving the leased portion of the premises for use by Lessee. Lessor shall provide Lessee with verifiable figures indicating the amounts expended for improvement of the leased portion of the premises.

Initialed for Identification:




