

This Lease,

Made this twelfth day of December, 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 A for description and additional terms of this lease.

By the execution hereof, the parties hereby cancel that certain Lease between the same parties dated September 13, 1983.

To Have and To Hold the same for the term of three (3) years from the day of specified in Attach-A. D. 19, the said lessee paying therefor the rent of ment A One (\$1.00) 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 an 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 effective twelfth day of December, A. D. 19 83

Signed, Sealed and Delivered in Presence of:

Board of County Commissioners of Nassau County, Florida

By: [Signature]

Healthcare Management Services, Inc.

STATE OF FLORIDA, COUNTY OF Nassau

By: [Signature]

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 within named duly authorized representative of the Board of County Commissioners of Nassau County, Florida

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

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

Margie G. Armstrong

NOTARY PUBLIC STATE OF FLORIDA
My commission expires Nov. 2, 1987

This Instrument prepared by:
Address

STATE OF FLORIDA,
COUNTY OF DUVAL

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

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of December, A.D. 1983

[Handwritten Signature]

This Instrument prepared by:

Address:

Notary Public, State of Florida
My Commission Expires April 1, 1987
Resided Lisa Inez Fahn: Jacksonville, Fla

Richard H. Malone, FACHA, President

December 1, 1983

Mr. Terry P. Griffin
Director
Nassau County Civil Defense
and Public Safety
11 North 14th Street, Room 114
Fernandina Beach, FL 32034

Dear Mr. Griffin:

On September 13 , 1983, Healthcare Management Services, Inc. and the County Commission entered into a lease agreement to provide quarters for the crew of Rescue Number 25 in Callahan, Florida. One of the conditions of that lease was that HMS would have these quarters available for use within one hundred twenty (120) days.

HMS is still eager to provide the quarters referenced above. However, we have met certain delays which render us unable to meet the time-line provisions of the agreement. First, the vendor who was to provide the planned modular buildings increased the cost of those units by \$30,000.00 over his quotation in the order document. This necessitated our investigating the feasibility of conventional construction for the project. Following all architectural and engineering studies, and a detailed bid process, we found we could use our in-house people as general contractor and purpose-build the facility at a lower cost. This is the option which has been chosen.

An additional consideration which caused a portion of the delay was a decision by our Directors to review corporate capitalization strategies. Following thorough study and expert consultation we found that many alternatives were available. The one chosen as best for this project was an industrial bond model which requires Public Body affirmation prior to the expenditure of available funds. This requirement, of course, added some delay.

At any rate, we currently plan to begin site work and active construction before the holidays. Based on this consideration, HMS would like to request that the parties

HEALTHCARE MANAGEMENT SERVICES, INC.
SUN. CT. • 1000 GOLF LINK DRIVE • JACKSONVILLE FL 32207 • 904/693-2855

Mr. Terry Griffin
December 1, 1983
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mutually agree to a 120 day extension of the availability of your quarters, with all other portions of the agreement remaining intact. This will cover our 98 day construction schedule, and allow some time for contingencies such as weather delays and temporary material unavailability.

If this is agreeable, please sign both copies of the enclosed Lease, retain one copy for your file and return the other to us. You will note that the enclosed Lease provides a more accurate land description and is for the modified lease period.

Thanks to you, and the Commission for your attention to this matter, and for your kind understanding.

Respectfully,



Al Weigand
Project Manager

AW:dp

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 Block Numbered Five of E. H. Braddock's Addition to the Town of Callahan, Florida, according to the plat thereof on record in Deed Book 39 at page 362 the Public Records of Nassau County, Florida, which portion of is to consist of three rooms, each approximately 12 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 Lessor shall fail to acquire the aforesaid property and to construct the building aforesaid within 120 days from the date 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 day's 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 purpose aforesaid) or by mutual written consent, Lessee shall be obligated to pay the Lessor an amount not to exceed Five Thousand (\$5,000) 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.

Initialled for Identification:

JLR
GRB