



GRANT STATEMENT

THIS GRANT STATEMENT is entered into and forms a part of that certain Grant Agreement dated July 22, 2011 (the "Agreement") by and between PetSmart Charities, Inc. ("PetSmart Charities") and the "Organization" identified below. The Parties are entering into this Grant Statement to set forth additional terms and conditions for a Grant from PetSmart Charities to the Organization. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

<i>Parties and Contact Information</i>			
PetSmart Charities:	PetSmart Charities, Inc.	Organization:	<u>Board of County Commissioners of Nassau County</u>
Address:	19601 North 27 th Ave Phoenix, AZ 85027	Address:	<u>76347 Veterans Way Ste 4000</u> <u>Yulee, FL 32097-5404</u>
Principal Contact:	<u>Ronda Steciuk</u>	Principal Contact:	<u>Joseph Novello</u>
Notice contact:	Legal Department	Notice contact:	<u>Joseph Novello</u>
Tel:	1-800-738-1385	Tel:	<u>904-491-7440</u>
Fax:	1-623-580-6561	Fax:	<u>904-225-3894</u>

<i>Grant Terms</i>	
Effective Date:	<u>Upon execution of this Grant Statement by both parties.</u>
Grant Funds:	<u>\$200,000 for the Grant Purpose as stated below.</u>
Grant Conditions:	<p><u>Prior to PetSmart Charities' distribution of the Second Installment of Grant Funds, the Organization must satisfy the following conditions (the "Grant Conditions"), as determined by PetSmart Charities in its sole and absolute discretion:</u></p> <p><input type="checkbox"/> <u>The Organization must have completed approximately 1800 of the spay/neuter surgeries described in the Grant Purpose.</u></p>

Grant Distributions:	<p><u>PetSmart Charities will distribute the Grant Funds to the Organization for the Grant Purpose as follows:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> <u>First Installment: \$100,000.</u> <input type="checkbox"/> <u>Second Installment: Approximately 12 months after the First Installment is paid \$100,000.</u>
Grant Purpose:	<p><u>The Grant Funds will total \$200,000 over two years. The Grant Funds will be used by the Organization solely for the purpose of:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> <u>Focus of surgeries: approximately 3600 dogs and cats (owned and free-roaming) located within Nassau County, Florida.</u> <input type="checkbox"/> <u>In the first 12 months of the Grant Period, completing approximately 1800 spay/neuter surgeries with:</u> <ul style="list-style-type: none"> <input type="checkbox"/> <u>\$96,030 for approximately 1800 spay/neuter surgeries at an average cost of \$53.35 per surgery, including rabies vaccine if needed.</u> <input type="checkbox"/> <u>\$3,970 for the cost of advertising and outreach materials, including printing and postage.</u> <input type="checkbox"/> <u>In the second 12 months of the Grant Period, completing approximately 1800 spay/neuter surgeries, with:</u> <ul style="list-style-type: none"> <input type="checkbox"/> <u>\$96,030 for approximately 1800 spay/neuter surgeries at an average cost of \$53.35 per surgery, including rabies vaccine if needed.</u> <input type="checkbox"/> <u>\$3,970 for the cost of advertising and outreach materials, including printing and postage.</u>
Grant Period:	<p><u>The Grant Period will commence on the Effective Date set forth in this Grant Statement, which in no event shall be earlier than effective date of the Agreement and will continue for a period of 24 Months.</u></p>
Reporting Obligations:	<p><u>GRANT REPORTING REQUIREMENTS:</u></p> <p><u>In addition to any requirement set forth in the Grant Agreement, the Organization agrees to provide the following reports to PetSmart Charities in connection with this Grant Statement, on or before the deadlines set forth below. Impact Reports may now be accessed and submitted online. To access the online impact report, please copy and paste the following link www.cybergrants.com/petsmartcharities/reports/app. For additional information about the online report process and samples of the report documents, please refer to http://www.petsmartcharities.org/resources/grant-reporting-documents.html. PetSmart Charities reserves the right to change the method and format of how reports are provided.</u></p> <p><u>Interim report: By October 1, 2014, via www.cybergrants.com/petsmartcharities/reports/app.</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> <u>An interim project report on the results and impact of the project to date, including the number of surgeries performed to date as part of the Grant, broken down by the number of (a) dogs (b) cats (c) neuters, (d) spays, (e) in heat, and (f) pregnant.</u> <input type="checkbox"/> <u>A detailed report on the expenditure of Grant Funds to date, and a detailed report on the total income and expenses to date for the project funded by the Grant.</u> <input type="checkbox"/> <u>A budget for the project's second year.</u>

	<ul style="list-style-type: none"> • <u>For non-governmental organizations: (1) The Organization's updated audit, if the Organization's income for the fiscal year was equal to or greater than \$500,000. (2) The Organization's updated IRS Form 990. (3) If the report is due prior to an updated audit and/or IRS Form 990 being completed: (a) the Organization's unaudited actual statement of activities (income and expenses) and balance sheet for that fiscal year; and (b) a statement as to when the audit and/or IRS Form 990 will be sent to PetSmart Charities.</u> <p>Final report: _____ By December 1, 2015, via www.cybergrants.com/petsmartcharities/reports/app:</p> <ul style="list-style-type: none"> • <u>A final project report on the results and impact of the project, including the number of surgeries performed as part of the Grant, broken down by the number of (a) dogs (b) cats (c) neuters, (d) spays, (e) in heat, and (f) pregnant.</u> • <u>A detailed report on the expenditure of Grant Funds, including receipts upon request.</u> • <u>A detailed report on the total income and expenses for the project funded by the Grant.</u> • <u>Statistics for measuring the impact of the grant project, as listed below, for calendar year 2012 and for each full calendar year afterwards up until submission of the final report.</u> • <u>Types of statistics to be included in the final report:</u> <ul style="list-style-type: none"> <u>(1) Intake of cats (all felines, adults and kittens combined) from Nassau County, Florida with respect to (a) Nassau County Animal Services and (b) Nassau County Humane Society.</u> <u>(2) Intake of dogs (all canines, adults and puppies combined) from Nassau County, Florida, with respect to (a) Nassau County Animal Services and (b) Nassau County Humane Society.</u>
Additional Terms:	<p>As of the date of signing this Grant Statement, the Organization represents to PetSmart Charities that each of its representations, warrants and covenants provided in the Agreement and this Grant Statement are true and correct, including, but not limited to, those set forth in Section 8 of the Agreement.</p> <p>_____</p>

This Grant Statement shall not be binding on either Party until executed by both Parties. Organization acknowledges and agrees that PetSmart Charities may rescind any offer contained herein at any time until the Agreement has been executed by both Parties.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Grant Statement to be signed by their respective and duly authorized representatives as of the last date set forth below.

"PETSMART CHARITIES"
PETSMART CHARITIES, INC.

"ORGANIZATION"
NASSAU COUNTY

Signature: Jan Wilkins
Name: Jan Wilkins
Title: Executive Director
Date: 11/15/13

Signature: Daniel B. Leeper
Name: Daniel B. Leeper
Title: Chairman
Date: 11-4-13

Please make a copy of this document for your records and mail this signed original to:

**PetSmart Charities, Inc.
Attn: GRANTS
19601 North 27th Avenue
Phoenix, AZ 85027**