

EXHIBIT B

CONTRACT & LEASE AGREEMENT CONTROL FORM

Date: 5/27/1999

Contract/Lease Control #: L98-0092-BCC20-21

Bid #: N/A Contract/Lease Type: REVENUE

Award to/Lessee: SHARING & CARING, INC.

Lessor: OKALOOSA COUNTY

Effective Date: 5/5/1998 Amount: \$20.00

Term/Expires: 5/4/2018

Description of Contract/Lease: GROUND LEASE NICEVILLE

Department Manager: ASSISTANT COUNTY ADMISTRATOR

Department Monitor: DONNA MILLER

Monitor's Telephone #: 689-5007

Monitor's Fax #: 689-5025

Date Closed:

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04-24-2018

Contract/Lease Control #: L98-0092-BCC

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: SHARING & CARING, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 05/06/1998

Expiration Date: 05/05/2028

Description of Contract/Lease: GROUND LEASE NICEVILLE

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7105

Monitor's FAX # or E-mail: JHOFSTAD@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: L98-0042-BCC Tracking Number: 2905-18
Procurement/Contractor/Lessee Name: Sharing: Carr Florida Grant Funded: YES NO
Purpose: Lease renewal
Date/Term: 10 yrs - May 5, 2028 1. GREATER THAN \$100,000
Amount: 14 2. GREATER THAN \$50,000
Department: PW 3. \$50,000 OR LESS
Dept. Monitor Name: Aubrey

Purchasing Review

Procurement or Contract/Lease requirements are met:
Debra Mason Date: 3-23-18
Purchasing Director or designee Greg Kisela, Jeff Hyde, DeRita Mason, Matthew Young

2CFR Compliance Review (if required)

Approved as written:
Renee Biby Date: 3/26/18
Grants Coordinator Renee Biby

Risk Management Review

Approved as written:
Krystal King Date: 3-27-18
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: See email attached Date: 3-23-18
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received:

Finance Manager or designee Date: _____

DeRita Mason

From: Zan Fedorak
Sent: Friday, March 23, 2018 3:36 PM
To: DeRita Mason
Subject: FW: Sharing and Caring Lease Renewal
Attachments: Sharing & Caring Lease Agreement 3.23.18(1).docx

Good Afternoon DeRita,

Would you please send the attached through coordination for me? Legal has already approved. See email below.

Thanks so much,
Zan

From: Lynn Hoshihara
Sent: Friday, March 23, 2018 3:29 PM
To: Zan Fedorak <zfedorak@myokaloosa.com>; Parsons, Kerry <KParsons@ngn-tally.com>
Subject: Re: Sharing and Caring Lease Renewal

Thanks for catching that. I made another tweak to the signature line. With this change, this lease agreement is approved for legal sufficiency.

Lynn M. Hoshihara

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Zan Fedorak
Sent: Friday, March 23, 2018 4:15 PM
To: Lynn Hoshihara; Parsons, Kerry
Subject: RE: Sharing and Caring Lease Renewal

Lynn,

I have accepted your changes. I also caught that I had inadvertently left the previous Lessee's name on the signature line of the document. I made that change as well. Thanks so much for the quick turn-around.

Zan

From: Lynn Hoshihara
Sent: Friday, March 23, 2018 2:54 PM
To: Zan Fedorak <zfedorak@myokaloosa.com>; Parsons, Kerry <KParsons@ngn-tally.com>
Subject: Re: Sharing and Caring Lease Renewal

Zan,

**LEASE WITH
SHARING AND CARING, INC.**

This lease agreement is executed and entered into this 17th day of April, 2018, by and between, Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Lessor", whose principal address is 1250 N Eglin Parkway, Shalimar, Florida, 32579 and Sharing and Caring, Inc., a Florida not-for-profit corporation, hereinafter referred to as "Lessee", whose principal address is 126 SW Beal Parkway, Fort Walton Beach, Florida 32548.

WITNESSETH:

WHEREAS, the Lessor and Lessee entered into a Lease Agreement on May 5, 1988; and

WHEREAS, in 2008 the Lease Agreement was extended for an additional 10-year term with the option to renew for an additional ten (10) years; and

WHEREAS, the parties wish to exercise the option to renew the Lease Agreement.

NOW THEREFORE the Lessor and Lessee, for the consideration herein set forth, agree as follows:

**SECTION ONE
Leased Property**

1.1 Lessor does hereby lease a portion of the building and land located in Okaloosa County, Florida, property address 104 Bullock Blvd, Niceville, Florida, 32578, more particularly described in Exhibit A ("Leased Premises"), to Lessee for the following purposes:

- a. To facilitate storing and distributing food to qualifying individuals, conducting in-take interviews, providing counseling and other appropriate services as are necessary and available throughout the term of this Lease.
- b. No other use is authorized for any portion of the Lease Premises.

**SECTION TWO
Lease Term**

2.1 The term of the Lease shall begin on May 6, 2018, and end on May 5, 2028.

SECTION THREE

Rent

3.1 The Lessee shall pay to the Lessor the annual rate of \$1 per year for the lease of the portion of the building and land located in Okaloosa County, Florida, property address 104 Bullock Blvd, Niceville, Florida, 32578. The Lessee shall pay to Lessor at 1250 North Eglin Pkwy, Shalimar, Florida 32579 the lease amount of \$1 for the entire year. Rent shall be due and payable in advance of the first day of the Lease period of each year.

3.2 If Lessee fails to pay the lease amount when due, Lessee shall then pay interest to the Lessor at the maximum legal allowable rate authorized by the State of Florida. If any rental fee or other charge remains delinquent for a period of ten (10) days after written notice has been given, Lessor shall have the option of terminating this Agreement as set forth in Section sixteen (16) below.

3.3 In addition, Lessee shall pay any and all taxes, assessments, charges, costs and expenses that may be due as a result of this Lease, together with all interest and penalties that may accrue thereon. In the event of the failure of Lessee to pay those items, and all other damages, costs, expenses, and sums that Lessor may suffer or incur, or that may become due, by reason of any default of the Lessee or failure by the Lessee to comply with the terms and conditions of this Lease shall be deemed to be additional rent, and in the event of non-payment, Lessor shall have all rights and remedies as herein provided for failure to pay rent.

SECTION FOUR

Utilities

4.1 The Lessee agrees to pay all charges for utility services and costs of installations, including water, heat, light, power, sewage and garbage.

SECTION FIVE

Improvements to Lessor

5.1 Any and all improvements hereafter installed, erected, or placed within the Leased Premises, including alterations and repairs shall become, upon the termination of this Lease for any cause, the absolute and sole property of the Lessor and shall not be removed from the Leased Premises. If on termination of this Lease, Lessee is not in default, Lessee shall have the right to remove from the Leased Premises any equipment or trade fixtures that can be removed without damage to the Leased Premises (and if any damage does occur on any such removal, Lessee shall promptly repair the same).

SECTION SIX

Building, Alterations and Permits

6.1 Lessee shall at its expense apply for and obtain any and all building, construction, or other permits and licenses to build, repair or maintain the improvements contemplated by the Lease.

Lessor makes no representations or warranty relative to the availability of such licenses or permits, and Lessee assumes full responsibility for securing same.

6.2 Prior to commencement of work, the plans and specifications for any alterations estimated to cost Five Thousand Dollars (\$5,000) or more, shall be submitted to Lessor for written approval.

6.3 Lessee shall, at all times during the lease and at its own cost and expense, repair, replace, and maintain in a good, safe, and substantial condition, all portions of the buildings, and shall use all reasonable precaution to prevent, waste, damage, or injury to the demised premises, and shall further make all repairs indicated as necessary by inspection reports of any governmental authority including the licensing authority within six (6) months of the date of such report.

SECTION SEVEN
Unlawful or Dangerous Activity

7.1 Lessee shall neither use nor occupy the Leased Premises or any part thereof for any unlawful or hazardous business purpose nor operate or conduct its business in a manner constituting a nuisance of any kind. Lessee shall immediately, on discovery of any unlawful or hazardous use, take action to halt such activity.

7.2 Furthermore, Lessee shall not commit or suffer to be committed on said premises, any waste, nuisance or unlawful act.

SECTION EIGHT
Insurance

8.1 Lessee shall maintain, during the term of this Lease, adequate insurance coverage through insurance policies upon which the Lessor shall be named as an additional insured as follows:

- a. Workers Compensation –
 - 1. State – statutory limit
 - 2. Employers liability - \$100,000 limit each accident
 - Lessee must comply with Florida Statutes as it pertains to the purchase of worker's compensation coverage. If Lessee is a sole proprietor or has fewer employees than required for the purchase of coverage, workers' compensation coverage requirement may be waived.
 - b. Business Automobile - \$1,000,000 each occurrence (combined single limit)
 - c. Commercial General Insurance - \$1,000,000 each occurrence (combined single limit)
- Lessee shall provide to lessor Certificates of Insurance demonstrating that the required insurance coverage has been obtained and showing that Lessor is names as an additional insured on such insurance policies.

Lessee also agrees to indemnify Lessor against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either:

- 1. A failure by Lessee to perform any of the terms or conditions of this Lease.

2. Any injury or damage happening on or about the Lessor's building or property resulting from the Lessee's occupancy, operations, or use of the Leased Premises pursuant to this Lease.
3. Failure to comply with the laws of any governmental entity.
4. Any mechanic's lien or security interest filed against the Lessor's building or property or any equipment installed or caused to be installed by Lessee at the Leased Premises, or any materials used or caused to be used by Lessee on or at the Leased Premises, or any work done or caused to be done by Lessee at the Leased Premises for any purpose.

SECTION NINE Indemnification

9.1 Lessee agrees to indemnify Lessor against all expenses, liabilities, cost and claims of every kind, including reasonable attorney's fees, by or on behalf of any person or entity arising out of either:

- a. A failure by Lessee to perform any of the terms and conditions of this Lease.
- b. Any injury or damage happening on or about the Lessor's property resulting from the Lessee's occupancy, operations, or use of the Leased Premises.
- c. Failure to comply with any law of any governmental authority having jurisdiction,
- d. Any mechanics' lien or security interest filed against the Lessor's property or any equipment installed or caused to be installed by Lessee at the Leased Premises, or any materials used or caused to be used by Lessee on or at the Leased Premises, or any work done or caused to be done by Lessee at the Leased Premises for any purpose.

SECTION TEN Easements, Agreements, or Encumbrances

10.1 The parties shall be bound by all existing easements, agreements and encumbrances of record relating to the Leased Premises and Lessor shall not be liable to Lessee for any damages resulting from any action taken by the holder of the interest pursuant to the rights of that holder thereunder.

SECTION ELEVEN Liability; Risk of Loss

11.1 Lessee shall be in exclusive control and possession of the Leased Premises and Lessor shall not be liable for any injury or damages to any property or to any person on or about the Leased Premises or any property of Lessee. Lessor has the right to inspect the Leased Premises at any time upon reasonable notice. The provisions herein permitting Lessor to enter and inspect the Leased Premises are made to ensure that Lessee is in compliance with the terms and conditions hereof and make repairs that Lessee has failed to make or are necessary as a consequence of a repair that was necessary that was outside the responsibility of Lessee. Lessor shall not be liable to Lessee for any entry on the premises for inspection or necessary repair purposes.

11.2 Lessee assumes the risk of loss or damage to the property and its contents, whether from windstorm, fire, earthquake, or any other cause whatsoever.

11.3 The damage, destruction, or partial destruction of any permanent building or other improvement which is part of the Leased Premises shall not release Lessee from any obligations hereunder nor shall it cause a rebate or an abatement in rent then due or thereafter becoming due under the terms hereof. In case of damage to or destruction of any such building or improvement, Lessee shall at its own expense, promptly repair and restore the property to a condition as good or better than that existed prior to the damage or destruction.

SECTION TWELVE Representations by Lessor

12.1 At the commencement of the term Lessee shall accept the Leased Premises and the fixtures and equipment included therein in their existing condition and state of repair, and Lessee agrees that no representations, statements, or warranties, expressed or implied, have been made by or on behalf of Lessor in respect therein except as contained in the provisions of this Lease, and Lessor shall in no event be liable for any latent defects within the Leased Premises.

SECTION THIRTEEN Waivers

13.1 The failure of Lessor to insist on a strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies the Lessor may have to enforce performance of the terms and conditions of this Lease at any time.

SECTION FOURTEEN Notice

14.1 All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent certified mail, postage prepaid and with return receipt requested, to the party to be notified at the address set forth below or at such other address as either party may from time to time designate in writing.

As to Lessor:
Okaloosa County Board of County Commissioners
John Hofstad, County Administrator
1250 N Eglin Pkwy
Shalimar, Florida 32579

As to Lessee:
Sharing and Caring, Inc.
126 SW Beal Parkway
Fort Walton Beach, Florida 32548

SECTION FIFTEEN
Assignment or Sublease

15.1 The Leased Premises may not be sublet, in whole or in part, and Lessee shall not assign this Lease or any portion of this Lease at any given time without prior written consent of Lessor.

SECTION SIXTEEN
Termination of the Lease

16.1 The Lessor may terminate this Lease for convenience and be released from all obligations thereunder by providing Lessee with ninety (90) days written notice.

SECTION SEVENTEEN
Compliance with Governmental Procedures

17.1 Lessee shall conform to all the requirements of applicable State and Federal statutes and regulations and all County Ordinances and regulations, and shall secure such permits and licenses as may be duly required by any such laws, ordinance's, or regulations as may be promulgated by Lessor. Federal Requirements that Lessee must adhere to include, but are not limited to, those set forth in Exhibit B, attached hereto and incorporated herein. In addition, Lessee shall comply with all policies, rules, regulations, or ordinances of the County, which are currently, or may be hereinafter adopted relating to County owned facilities.

SECTION EIGHTEEN
Surrender of Possession

18.1 Lessee shall quietly and peaceably vacate the Leased Premises and surrender possession to Lessor on or before the last day of the Lease, or on an earlier termination and forfeiture of the Lease, free of subtenancies, in good condition and repair. Lessee shall remove all property of every description in the Leased Premises that is not the property of Lessor on or before 12:00 a.m. (midnight) on the last day of the Lease.

SECTION NINETEEN
Default or Breach

- 19.1 Each of the following events shall constitute a default or breach of this Lease by Lessee:
- a. If Lessee or any successor or assignee of Lessee while in possession shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise or shall make an assignment for the benefit of creditors.
 - b. If voluntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee or if a receiver or trustee shall be appointed of all or substantially all of the property of Lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within Sixty (60) days after the institution or appointment.

- c. If Lessee shall fail to pay Lessor any rent, or additional rent required hereunder when such becomes due and shall not make the payment within ten (10) days after notice thereof by Lessor to Lessee.
- d. If the Lessee fails to maintain in full force and affect the insurance coverage required pursuant to Section Twenty (20) or fails to name Lessor as an additional insured on such insurance policies.
- e. If Lessee shall vacate or abandon the Leased Premises.
- f. If the Lease or the estate of Lessee hereunder shall be transferred to or shall pass to or devolve on any other person or party, except in the manner herein permitted.
- g. If the Lessee fails to take possession of the Leased Premises on the term commencement date or within ten days after notice that the Leased Premises are available for occupancy, if the term commencement date is not fixed herein or shall be deferred as herein provided.

SECTION TWENTY
Effect of Default

20.1 In the event of any default hereunder, as set forth in Section Twenty (20) the rights or Lessor shall be as follows:

- a. In the event of a default, the Lessor shall give written notice of the default to the Lessee. The Lessee shall have fifteen (15) days from the date of the notice to cure the default. If the cure of the default cannot be reasonably be completed within the fifteen (15) days, then the Lessor has the authority to extend the time for the completion of the cure. Such extension shall be in writing. The decision of the Lessor to grant an extension of time is subject to the sole discretion of the Lessor.
- b. Following written notice of an event of default and the failure of the Lessee to cure such default within the time set forth above, the Lessor shall have the right to cancel and terminate this Lease, as well as all of the rights, title, and interest of Lessee hereunder, by giving to Lessee not less than fifteen (15) days' notice of the cancellation and termination. On expiration of the time fixed in the notice, this Lease and the right, title, and interest of Lessee hereunder shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined. Such time shall not be an additional cure period but rather to allow the orderly transfer of the possession of the property to the Lessor.
- c. Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term, or condition required hereby to be performed by Lessee, and Lessor shall have the right to enter the demised premises for the purpose of correcting or remedying any such default to remain until the default has been corrected and remedied, but any expenditure for the correction by Lessor shall not be deemed to waive

or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible hereunder in the case of any default.

- d. Lessor may re-enter the premises immediately and remove the property of Lessee, and store and dispose of the property in accordance with chapter 705, Florida Statutes.
- e. Lessor shall have any other remedy available by law.

SECTION TWENTY-ONE
Entire Lease; Applicable to Successors

21.1 This Lease contains the entire agreement between the parties and cannot be changed except by written instruments subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.

SECTION TWENTY-TWO
Applicable Law and Venue

22.1 This Lease shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal actions relating to this Lease shall be brought in the courts in and for Okaloosa County, Florida.

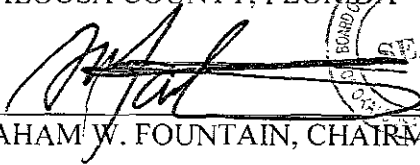
SECTION TWENTY-THREE
Construction and Application of Terms

23.1 The section and paragraph headings in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of intent of any portion hereof. The parties have participated jointly in the negotiation and drafting of this Lease. In the event an ambiguity or question of intent or interpretation arises, this Lease shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Lease. Both parties have had an opportunity to have their respective legal counselors review this Lease.

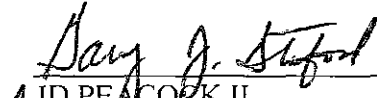
(This area left intentionally blank.)

IN WITNESS, the parties hereto have executed these presents as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

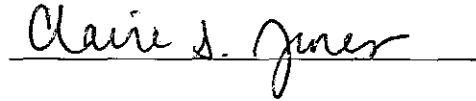

GRAHAM W. FOUNTAIN, CHAIRMAN

ATTEST:


DAVID PEACOCK II
CLERK OF COURT



SHARING AND CARING, INC.

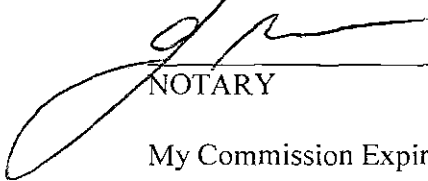


ACKNOWLEDGEMENTS

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned officer duly authorized to take acknowledgements in Okaloosa County, Florida, aforesaid, personally appeared Claire Jones who, under oath, deposes and says that he/she is authorized to execute contracts and lease agreements and that he/she executed the foregoing instrument for the uses and purposes contained therein.

Sworn and subscribed before me this 4th day of April, 20 18.


NOTARY

My Commission Expires: 1/5/22



Clifford J. Schanbeck
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG142079
Expires 1/5/2022

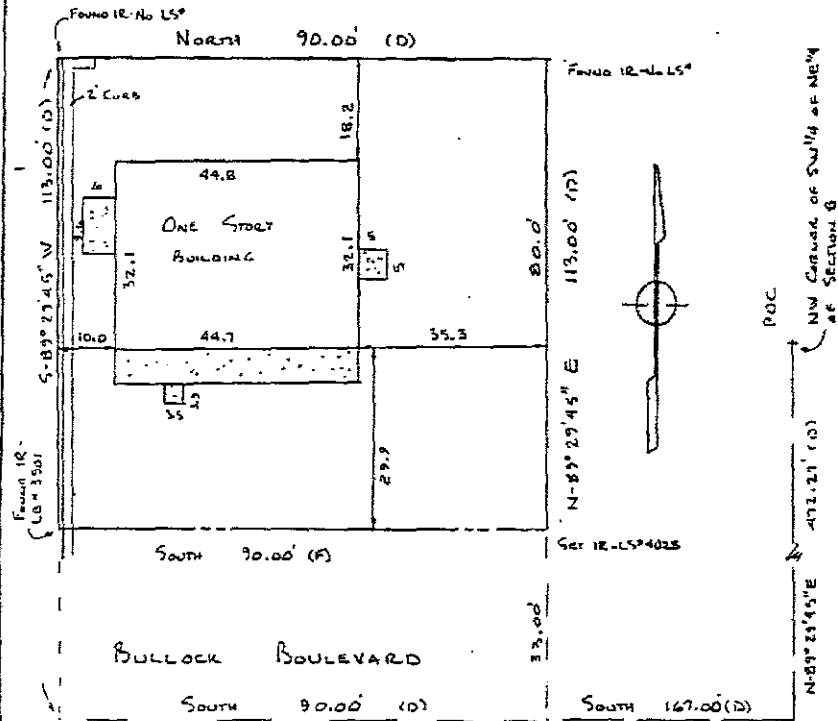
EXHIBIT A

DESCRIPTION (FURNISHED)

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, PROCEED NORTH 89 DEGREES 29 MINUTES 45 SECONDS EAST 472.27 FEET TO THE CENTERLINE OF BULLOCK BOULEVARD, THENCE SOUTH 167.00 FEET ALONG CENTERLINE TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 90.00 FEET, THENCE SOUTH 89 DEGREES 29 MINUTES 45 SECONDS WEST 113.00 FEET, THENCE NORTH PARALLEL TO CENTERLINE OF BULLOCK BOULEVARD 90.00 FEET, THENCE NORTH 89 DEGREES 29 MINUTES 45 SECONDS EAST 113.00 FEET TO THE CENTERLINE OF BULLOCK BOULEVARD AND THE POINT OF BEGINNING, LESS THE EAST 33.00 FEET FOR RIGHT OF WAY,; CONTAINING 0.16 ACRES, MORE OR LESS.

NOTES

1. THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS DRAWING THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
2. INTERNAL IMPROVEMENTS NOT LOCATED EXCEPT AS SHOWN.
3. UNDERGROUND UTILITIES, FOUNDATIONS OR ENCROACHMENTS NOT LOCATED, IF ANY.



LEGEND

- LS = LAND SURVEYOR
- LB = LAND SURVEYING BUSINESS
- IR = IRON ROD
- IP = IRON PIPE
- R/W = RIGHT OF WAY
- OR = OFFICIAL RECORDS
- P = PLAT
- D = DEED
- F = FIELD MEASUREMENT

DESCRIPTION ABOVE: FURNISHED

BOOK _____ PAGE _____ OKALOOSA COUNTY, FLORIDA

ENCROACHMENTS

SCALE 1" = 20' DATE 12 SEPT 1996 W.O.# _____
FIELD BOOK _____

I HEREBY CERTIFY THE HEREON TO BE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND TO BE IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS OF SECTION 472.027 OF THE FLORIDA STATUTES.

ORDERED BY FRED DRYER
BOUNDARY SURVEY PLOT PLAN

Robert F. Johnson
ROBERT F. JOHNSON
FLORIDA REGISTERED SURVEYOR #4028

NOT VALID
UNLESS STAMPED
WITH EMBOSSED
SEAL

EXHIBIT B
FEDERAL REQUIREMENTS

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract/lease, the contractor/lessee for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor"), as a covenant running with the land, agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or

- b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



104 Bullock Blv.
P.O. Box 28.
Niceville, FL 32588
(850) 678-8459
Fax: (850) 678-1693

L98-0092-BCC

FAX TRANSMITTAL FORM

Date: 6-13-14
 To: Danielle Okaloosa Co. Purchasing Dept. # 850-689-5970
 From: Freida Spence, Niceville Sharing & Caring
 Subject: Certificate of Insurance
 Fees including Transmittal: 6



Auto-Owners

Page 1

55039 (11-87)
Issued 03-18-2014

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

Renewal Effective 05-02-2014

AGENCY LEGACY INSURANCE OF NORTHWEST FL LLC
22-0245-00 MKT TERR 054 (850) 682-2519

POLICY NUMBER 924622-78151872-14

INSURED SHARING & CARING OF OKALOOSA COUNTY
INC

ADDRESS PO BOX 282
NICEVILLE, FL 32588-0282

Company
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
05-02-2014 ^{to}	05-02-2015

In consideration of payment of the premium shown below, this policy is renewed. Please attach this
Declarations and attachments to your policy. If you have any questions, please consult with your agent.

THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

COMMON POLICY INFORMATION

BUSINESS DESCRIPTION: Charity
ENTITY: Corporation
PROGRAM: Service

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S).	PREMIUM
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.	
COMMERCIAL PROPERTY COVERAGE	\$2,012.00
COMMERCIAL GENERAL LIABILITY COVERAGE	630.00
SURTAX	2.64
FLORIDA EMERGENCY TRUST FUND SURCHARGE	4.00
FLORIDA HURRICANE CATASTROPHE FUND ASSESSMENT	34.00
CITIZENS PROPERTY INSURANCE CORPORATION EMERGENCY ASSESSMENT	26.42
FLORIDA INSURANCE GUARANTY ASSOCIATION ASSESSMENT (2012)	21.40
TOTAL	\$2,730.46

FORMS THAT APPLY TO ALL COVERAGE PART SHOWN ABOVE (EXCEPT GARAGE LIABILITY, DEALER'S
BLANKET, COMMERCIAL AUTOMOBILE, IF APPLICABLE)
55000 (01-87) IL0017 (11-85)

A Merit Rating Plan Factor of 0.90 Applies.

Countersigned By: LEGACY INSURANCE OF NORTHWEST FL LLC



AUTO-OWNERS INS. CO.

AGENCY LEGACY INSURANCE OF NORTHWEST FL LLC
22-0245-00 MKT TERR 054

Company POLICY NUMBER 924622-78151872-14
Bill

INSURED SHARING & CARING OF OKALOOSA COUNTY

Term 05-02-2014 to 05-02-2015

COMMERCIAL PROPERTY COVERAGE

COVERAGES PROVIDED

INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN.

HURRICANE DEDUCTIBLE

IN ANY ONE OCCURRENCE OF A HURRICANE, THE TOTAL DEDUCTIBLE FOR ALL COVERED HURRICANE LOSSES WILL BE A MINIMUM OF \$1,000. PLEASE SEE ATTACHED FORM FOR ADDITIONAL DEDUCTIBLE INFORMATION.

THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

LOCATION 001

ADDITIONAL FORMS THIS LOCATION: None.

LOC 001 BLDG 001 104 Bullock Blvd
Niceville, FL 32588-0282

OCCUPIED AS: Charity

COVERAGE: Building Limit of Insurance \$200,200

CAUSES OF LOSS	COINSURANCE	DEDUCTIBLE	RATE	PREMIUM
Basic Group I	80%	\$250	0.294	\$589.00
Basic Group II	80%	250	0.197	394.00
Hurricane	80%	2%		Included
Special	80%	250	0.077	154.00
Theft	80%	250		Included

OPTIONAL COVERAGE:

Replacement Cost

Inflation Guard Factor
Building
1.022

COVERAGE: Personal Property Limit of Insurance \$26,370

CAUSES OF LOSS	COINSURANCE	DEDUCTIBLE	RATE	PREMIUM
Basic Group I	80%	\$250	0.294	\$78.00
Basic Group II	80%	250	0.201	53.00
Hurricane	80%	2%		Included
Special	80%	250	0.129	34.00
Special Including Theft	80%	250	2.616	690.00

Auto-Owners

Page 3

54104 (12-12)
Issued 03-18-2014

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

Renewal Effective 05-02-2014

AGENCY LEGACY INSURANCE OF NORTHWEST FL LLC
22-0245-00 MKT TERR 054 (850) 682-2519

POLICY NUMBER 924622-78151872-14

INSURED SHARING & CARING OF OKALOOSA COUNTY
INC

Company
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
05-02-2014	to 05-02-2015

ADDRESS PO BOX 282
NICEVILLE, FL 32588-0282

In consideration of payment of the premium shown below, this policy is renewed. Please attach this
Declarations and attachments to your policy. If you have any questions, please consult with your agent.

COMMERCIAL PROPERTY COVERAGE

OPTIONAL COVERAGE:

Replacement Cost

Inflation Guard Factor
Personal Property
1.014

ADDITIONAL FORMS THIS BUILDING: 55081 (08-88) IL0003 (11-85) IL0175 (09-93)
54093 (03-07) 59350 (01-08) 54355 (07-07) 54850 (08-07) 54851 (08-07)
54343 (08-07) CP0090 (07-88) CP0010 (10-91) 54082 (02-05) 54312 (04-07)
54091 (03-07)

SECURED INTERESTED PARTIES: None

RATING INFORMATION

Territory: 460
Program: Service
Class Rate - Building: 0.360

County: Okaloosa
Construction: - Masonry
PC: 04 Class Code: 0757
Class Rate - Contents: 0.360

TERRORISM - CERTIFIED ACTS SEE FORM 59350 \$20.00

LOCATION 001 PREMIUM \$2,012.00



AUTO-OWNERS INS. CO.

AGENCY LEGACY INSURANCE OF NORTHWEST FL LLC
22-0245-00 MKT TERR 054

Company POLICY NUMBER 924622-78151872-14
Bill

INSURED SHARING & CARING OF OKALOOSA COUNTY

Term 05-02-2014 to 05-02-2015

COMMERCIAL GENERAL LIABILITY COVERAGE

LIMITS OF INSURANCE

General Aggregate (Other Than Products-Completed Operations)	\$1,000,000
Products-Completed Operations Aggregate	1,000,000
Personal Injury And Advertising Injury	1,000,000
Each Occurrence	1,000,000
Damage to Premises Rented to You (Fire Damage)	50,000 Any One Premises
Medical Payments	5,000 Any One Person
Hired Auto & Non-Owned Auto	1,000,000 Each Occurrence

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55300.

AUDIT TYPE: Non-Audited

FORMS THAT APPLY TO THIS COVERAGE: 59350 (01-08) IL0021 (11-85) IL0017 (11-85)
55146 (06-04) 55028 (12-04) 55300 (07-05) 55168 (12-04) 55160 (12-04)
55296 (09-09) CG0220 (03-12) 55513 (11-11)

LOCATION OF PREMISES YOU OWN, RENT OR OCCUPY

LOC 001 BLDG 001 104 Bullock Blvd
Niceville, FL 32588-0282

TERRITORY: 006 COUNTY: Okaloosa

Classification	Subline	Premium Basis	Rates	Premium
Hired Auto & Non-Owned Liability	Auto	Flat Charge		\$117.00
CODE 04001				
Clubs - Civic, Service Or Social Having Building Or Premises Owned Or Leases (Not-For Profit)	Prem/Op	Area	Each 1000	\$477.00
		1,450	328.764	\$5.00
		1,450	3.318	
CODE 41668				
CODE 49950				
Additional Interests Managers/Lessors Of Premises Okaloosa County	Prem/Op	Flat Charge		\$25.00

Auto-Owners

Page 5

55040 (11/87)
Issued 03-18-2014

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

Renewal Effective 05-02-2014

AGENCY LEGACY INSURANCE OF NORTHWEST FL LLC
22-0245-00 MKT TERR 054 (850) 682-2519

POLICY NUMBER 924622-78151872-14

INSURED SHARING & CARING OF OKALOOSA COUNTY
INC

Company
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
05-02-2014	to 05-02-2015

ADDRESS PO BOX 282
NICEVILLE, FL 32588-0282

In consideration of payment of the premium shown below, this policy is renewed. Please attach this
Declarations and attachments to your policy. If you have any questions, please consult with your agent.

COMMERCIAL GENERAL LIABILITY COVERAGE

TERRORISM - CERTIFIED ACTS SEE FORM 59350 \$6.00

LOCATION 001 PREMIUM \$630.00





Board of County Commissioners Risk Management Department

AMENDMENT #2
LEASE # L98-0092-BCC20-21

State of Florida

June 9, 2008

Lynn Saber
Sharing & Caring
PO Box 282
Niceville, FL 32588

Dear Lynn,

On Tuesday June 3, 2008, the Okaloosa Board of County Commissioners approved a request authorizing the Baker Area Recreational Association (BARA) reduce their general liability insurance limits as stated in their contract with the County from \$1,000,000 down to \$300,000 per occurrence.

In addition to the Board approving BARA's request, other not-for-profit organizations that contract with Okaloosa County were approved as well. Sharing & Caring has been given approval to reduce the contractual general liability insurance limits from \$1,000,000 down to \$300,000 per occurrence.

The Board of County Commissioners realizes that in these tight economic times, lowering the general liability insurance limits should financially help your organization. But the Board also cautioned this reduction is approved with the expressed understanding that this action can be reviewed at any time and if necessary, returned to a \$1,000,000 limit.

If you have any questions, don't hesitate to call me at 689-5977.

Sincerely,

James Taylor
Risk Management Director

APPROVED OKALOOSA COUNTY:

RICHARD BRANNON DATE: 6/10/08
PURCHASING DIRECTOR

Cc: John Christopher, Purchasing

FIRST AMENDMENT TO GROUND LEASE
BETWEEN
SHARING AND CARING, INC., AND OKALOOSA COUNTY BOARD
OF COUNTY COMMISSIONERS

WHEREAS, a Ground Lease was made and entered into on May 5, 1998, by and between Sharing and Caring, Inc. (TENANT), and Okaloosa County (LANDLORD), for certain land located in Niceville, Florida, and

WHEREAS, TENANT desires to extend the expiration date of said LEASE;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TENANT and LANDLORD agree that Section 2, Term of Lease, shall read as follows:

2 TERM OF LEASE:

The term of this Lease shall be for ten (10) years. Such Lease period shall be as of May 5, 2008 with expiration date of this FIRST AMENDMENT May 5, 2018 with an option for a ten (10) year renewal. LANDLORD reserves the right to terminate the lease on giving 180 days written notice of such termination to TENANT. TENANT reserves the right to terminate the lease on giving 180 days written notice of such termination to LANDLORD.

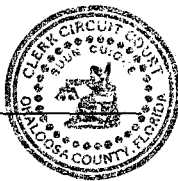
Except as modified and amended herein, all other terms and conditions of the GROUND LEASE shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, TENANT and LANDLORD have executed this FIRST AMENDMENT as of the day and year indicated below.

Witnesses:

BOARD OF COUNTY COMMISSIONERS
OF OKALOOSA COUNTY, FLORIDA

Sam J. Stanford



BY:

James Campbell
James Campbell, Chairman

Jessica Ward

L98-0092-BCC20-21
LESSEE: SHARING & CARING, INC.
GOUND LEASE NICEVILLE
EXPIRES: 5/4/2018



104 Bullock Blvd.
P.O. Box 282
Niceville, FL 32588
(850) 678-8459

February 5, 2008

Jim Curry
County Administrator
302 N. Wilson Street
Suite 303
Crestview, Fl. 32536

Dear Mr. Curry;

It has come to my attention that our current ground lease is to expire the month of May, 2008.

We would like to extend our ground lease for another Ten (10) years at the current rate of one (\$1.00) dollar a year .

Please send a new ground lease as soon as possible.

Sincerely,

A handwritten signature in black ink, appearing to read "Lin Saber", is written over the typed name.

Lin Saber

President of Sharing & Caring

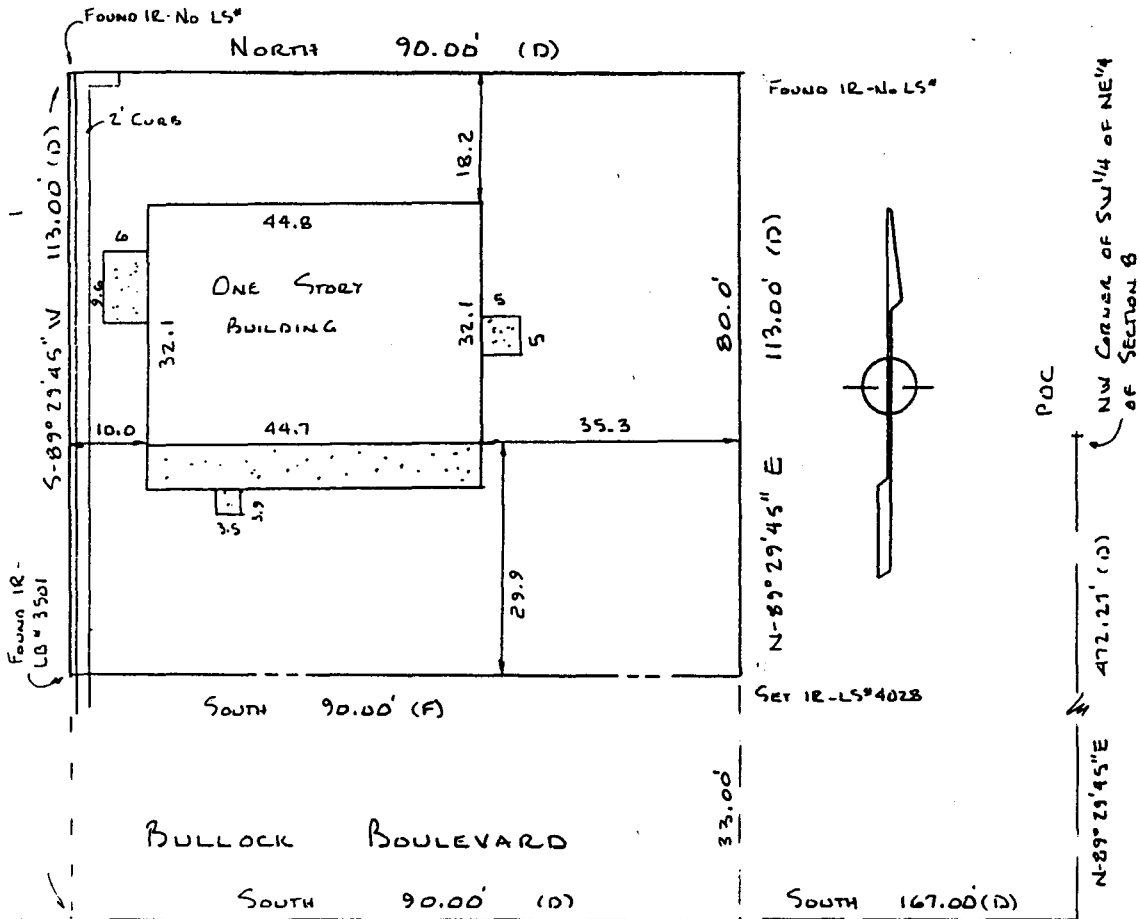
cc/file

DESCRIPTION (FURNISHED)

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, PROCEED NORTH 89 DEGREES 29 MINUTES 45 SECONDS EAST 472.27 FEET TO THE CENTERLINE OF BULLOCK BOULEVARD, THENCE SOUTH 167.00 FEET ALONG CENTERLINE TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 90.00 FEET, THENCE SOUTH 89 DEGREES 29 MINUTES 45 SECONDS WEST 113.00 FEET, THENCE NORTH PARALLEL TO CENTERLINE OF BULLOCK BOULEVARD 90.00 FEET, THENCE NORTH 89 DEGREES 29 MINUTES 45 SECONDS EAST 113.00 FEET TO THE CENTERLINE OF BULLOCK BOULEVARD AND THE POINT OF BEGINNING, LESS THE EAST 33.00 FEET FOR RIGHT OF WAY,; CONTAINING 0.16 ACRES, MORE OR LESS.

NOTES

1. THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS DRAWING THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
2. INTERNAL IMPROVEMENTS NOT LOCATED EXCEPT AS SHOWN.
3. UNDERGROUND UTILITIES, FOUNDATIONS OR ENCROACHMENTS NOT LOCATED, IF ANY.



LEGEND

- LS = LAND SURVEYOR
- LB = LAND SURVEYING BUSINESS
- IR = IRON ROD
- IP = IRON PIPE
- R/W = RIGHT OF WAY
- OR = OFFICIAL RECORDS
- P = PLAT
- D = DEED
- F = FIELD MEASUREMENT

DESCRIPTION ABOVE: FURNISHED

BOOK _____ PAGE _____ OKALOOSA COUNTY, FLORIDA

ENCROACHMENTS

SCALE 1" = 20' DATE 12 SEPT 1996 W.O. # _____

FIELD BOOK _____

ORDERED BY FRED DRYER

BOUNDARY SURVEY PLOT PLAN

I HEREBY CERTIFY THE HEREON TO BE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND TO BE IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS OF SECTION 472.027 OF THE FLORIDA STATUTES.

Robert F. Johnson
 ROBERT F. JOHNSON
 FLORIDA REGISTERED SURVEYOR #4028

NOT VALID
 UNLESS STAMPED
 WITH EMBOSSED
 SEAL.

LEASE #
L98-0092-B010-21

GROUND LEASE

This LEASE is entered into this 5th day of May, 1998, by and between SHARING AND CARING INC, a Florida not-for-profit corporation (hereinafter referred to as the "Tenant"), and the OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as the "Landlord").

WHEREAS, Tenant desires to lease from Landlord and the Landlord desires to lease to the Tenant certain land hereafter described, on the terms, covenants and conditions set forth in this agreement, as approved by the Board of County Commissioners on May 5, 1998;

NOW, THEREFORE, in consideration of the rents reserved herein and the mutual covenants, terms, conditions and agreements set forth herein, the parties agree as follows:

1. Description of the Property. The Landlord leases and demises unto the Tenant and the Tenant rents from the Landlord the real estate described as follows (hereinafter referred to as the "Property):

Commencing at the Northwest corner of the Southwest quarter of the Northeast quarter of Section 8, Township 1 South, Range 22 West, Okaloosa County, Florida, proceeding North 89 degrees 29 minutes 45 seconds East 472.27 feet to the centerline of Bullock Boulevard, thence South 167.00 feet along centerline to the point of beginning; thence continue South 90.00 feet, thence South 89 degrees 29 minutes 45 seconds West 113.00 feet, thence North parallel to centerline of Bullock Boulevard 90.00 feet, thence North 89 degrees 29 minutes 45 seconds East 113.00 feet to the centerline of Bullock Boulevard and the point of beginning, less the East 33.00 feet for right -of-way; containing 0.16 acres, more or less.

2. Term of Lease. The term of this Lease shall be for ten years (10) years (hereinafter referred to as the "Lease Period"). Such Lease Period shall begin as of May 5, 1998.

3. Possession and Use. Tenant shall be allowed possession of the Property as of the beginning of the Lease Period. The Property shall be used and occupied by Tenant exclusively to facilitate storing and distributing food to qualifying individuals, conducting in-take interviews, providing counseling and other appropriate services as are necessary and available, and no part thereof shall be used at any time during the term of this Lease by Tenant for any other purpose. Should Tenant cease to utilize the leased premises for these stated purposes, this Lease shall terminate and all buildings, structures and improvements thereon, with the exception of movable trade fixtures, shall be deemed to have become part of the demised premises thereon and the use thereof shall revert and accrue to the Landlord.

Landlord does not warrant title to the Property and Tenant assumes all risk involved with leasing the Property, including the risk that Landlord does not have sufficient

title for Tenant's continued use of the Property.

4. Rent. Tenant shall pay rent plus applicable sales tax, if any, as follows:

The sum of One Dollar (\$1.00) per year.

5. Net Lease. All rent shall be absolutely net to Landlord. All costs, expenses and obligations of every kind or nature, whatsoever, relating to the demised premises, or any improvements thereon, which may arise or become due during the terms of this Lease, shall be paid by the Tenant, and the Landlord shall be indemnified and saved harmless by the Tenant from and against the same. Nothing herein contained shall be deemed to require the Tenant to pay or discharge any liens or mortgages of any character whatever which may hereafter be placed upon the demised premises by the affirmative action of the Landlord.

6. Ordinances and Statutes. Tenant shall comply with all statutes, ordinances and requirements of all municipal, State and Federal authorities now in force, or which may hereafter be in force, pertaining to the Property, occasioned by or affecting the use hereof by Tenant.

7. Insurance Requirements. Tenant shall secure the following required insurance. Unless Tenant receives prior approval from Landlord, all insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best's Key Rating Guide published by A.M. Best & Co., Inc. The Landlord shall be furnished proof of coverage by a certified, complete duplicate of all insurance contracts, including every endorsement. The complete insurance contracts must be delivered to the Landlord's representative not less than ten (10) days prior to the occupancy of the demised premises. The Landlord shall retain the right to reject all insurance contracts that do not meet the requirements of this Lease. The Landlord reserves the right during the term of this contract to request additional certified copies of any insurance contracts to support any Certificates of Insurance. At any time the insurance coverage is unacceptable to the Landlord, the Landlord reserves the right to terminate this contractual agreement. All policies shall be written so that the Landlord will be notified of cancellation or restricted amendments at least thirty (30) days prior to the effective date of such cancellation or amendment, such notice to be given directly to the Landlord's representative. All insurance contracts shall list Okaloosa County as an Additional Insured. The Tenant shall provide the Landlord current Certificates of Insurance for all policies.

Failure to maintain the required insurance may result in termination of this Lease at Landlord's option. If Tenant fails to maintain the insurance as set forth herein, Landlord shall have the right, but not the obligation, to purchase said insurance at Tenant's expense.

No Representation of Coverage Adequacy: By requiring insurance herein, Landlord does not represent that coverage and limits will necessarily be adequate to protect Tenant, and such coverage and limits shall not be deemed as a limitation on Tenant's liability under the indemnities granted to Landlord in this contract.

Cross-Liability Coverage: If Tenant's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

Workers' Compensation Insurance: The Tenant shall secure and maintain, during the life of this agreement, if required by state law, Workers' Compensation insurance for any employees employed at the leased premises, including supervision, administration, management or volunteers. Such evidence of any required insurance shall be furnished the Landlord not less than ten (10) days prior to the occupancy of the demised premises. Such insurance shall comply with the Florida Workers' Compensation statute and any applicable Federal laws and regulations.

Business Automobile and Public Liability Insurance: The Tenant shall maintain Business Automobile Liability insurance coverage throughout the life of this Lease. The insurance shall include Owned, Non-owned and Hired Motor Vehicle coverage. The Landlord shall carry other Public Liability insurance against all Bodily Injury, Property Damage and Personal and Advertising Injury exposures. All liability insurance shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Lease. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in this section, the Tenant shall notify Landlord's representative in writing. The Tenant shall purchase additional liability insurance to maintain the requirements established in this Lease. Tenant shall maintain a minimum of \$1,000,000 combined single limits (CSL) for Business Automobile and General Liability coverage. Personal and Advertising Injury limit shall be at least \$250,000. Umbrella or Excess Liability insurance may be purchased to meet the Limits of Liability specified.

Property Insurance: Solely at his option, Tenant may insure the leasehold improvements and his business property. Any coverage for these specific exposures is not subject to the Additional Insured requirement.

Notice of Claims or Litigation: The Tenant agrees to report any incident or claim that results from performance of this Lease. Within ten (10) days of the Tenant's knowledge, the Landlord's representative shall receive written notice describing the incident or claim. In the event such incident or claim involves injury or property damage to a third party, verbal notification shall be given the same day the Tenant becomes aware of the incident or claim. A detailed written report is to be made within ten (10) days.

8. Indemnification and Hold Harmless. Tenant shall protect, defend, indemnify and hold the County, its officers and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines or judgements arising by reason of the injury or death of any person or damage to any property, including all reasonable costs from investigation and defense thereof (including but not limited to attorney fees, court costs and expert fees), or any nature whatsoever arising out of or incident to the contract or Tenant's officers, employees, agents, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur, unless such injury, death or damage is caused by the sole negligence of the County. The County shall give Tenant reasonable notice of any such claims or actions. Tenant, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to the County. The provisions of this section shall survive the expiration or earlier termination of this agreement.

9. Abandonment of Premises. Tenant shall not vacate or abandon the Property at any time during the term hereof, and if Tenant shall abandon or vacate the Property, or be dispossessed by process of law, or otherwise, any personal property belonging to Tenant left upon the Property shall be deemed to be abandoned and shall be disposed of by any method at the option of the Landlord.

10. Eminent Domain; Cancellation. If, at any time during the continuance of this Lease, the demised real estate or the improvements or buildings located thereon, or any portion thereof, is taken or appropriated or condemned by reason of eminent domain, there shall be such division of the proceeds and awards in such condemnation proceedings and such abatement of the rent and other adjustments made as shall be just and equitable under the circumstances. If the Landlord and Tenant are unable to agree upon what division, annual abatement or rent or other adjustments as are just and equitable, within 30 days after such award had been made, then the matters in dispute shall, by appropriate proceedings, be submitted to a court having jurisdiction of the subject matter of such controversy for its decision and determination of the matters in dispute. If the legal title to the entire premises be wholly taken by condemnation, or such remaining property be no longer suitable for its intended use, the Lease shall be canceled.

11. Condemnation Apportionment. Although the title to the building and improvements placed by the Tenant upon the demised premises will pass to the Landlord, nevertheless, for the purpose of condemnation, the fact that the Tenant placed such buildings on the demised premises shall be taken into account, and the deprivation of the Tenant's use of such buildings and improvements shall, together with the term of the Lease remaining, be an item of damage in determining the portion of the condemnation award to which the Tenant is entitled. In general, it is the intent of this paragraph that, upon condemnation, the parties hereto shall share in their awards to the extent that their interests, respectively, are depreciated, damaged or destroyed by the exercise of the right of eminent domain. In this connection, if the condemnation is total, the parties agree ~~that~~ the condemnation award shall be allocated so that the then value of the Property, as though it were unimproved property, shall be allocated to the Landlord, and the then value of the building or buildings thereon shall be allocated between the Landlord and Tenant, after giving due consideration to the number of years remaining in the term of this Lease

and the condition of the buildings at the time of condemnation.

12. Construction Expense. Tenant covenants and agrees that the building must be constructed and paid for wholly at the expense of the Tenant.

13. Landlord's Remedies. The following rights and remedies shall be in addition to all other rights and remedies as provided by law:

a. Default in Payment of Rent. If any rent required by this Lease shall not be paid when due, Landlord shall have the option to resume possession and release or rent the property for the remainder of the term for the account of Tenant, and recover from Tenant at the end of the term or at the time each payment of rent comes due under this Lease as Landlord may choose, the difference between the rent specified in the Lease and the rent received on the re-leasing or renting.

b. Default Other than Rent. If either Landlord or Tenant shall fail to perform or shall breach any agreement on this Lease other than the agreement of Tenant to pay rent, for twenty (20) days after a written notice specifying the performance required shall have been given to the party failing to perform, the party so giving notice may institute action in a court of competent jurisdiction to terminate this Lease or to complete performance of the agreement, and the prevailing party in that litigation shall be paid by losing party all expenses of the litigation, including a reasonable attorney's fee. In the alternative, in the event Landlord or Tenant fails to perform or breaches any agreement of the Lease other than the agreement of Tenant to pay rent, Landlord or Tenant may, after thirty (30) days written notice to the other, comply therewith correcting any such breach (without creating any obligation on the Landlord or Tenant to comply), and the costs of that compliance shall be payable on demand.

14. Default Period. All default and grace periods shall be deemed to run concurrently and not consecutively.

15. Consent. Whenever the Tenant requests any consent, permission or approval which may be required or desired by the Tenant pursuant to the provisions hereof, the Landlord shall not unreasonably withhold or postpone the grant of such consent, permission or approval. If the Tenant requests such consent, permission or approval and Landlord does not notify Tenant of its express disapproval within 45 days after the receipt of such request, setting forth its reasons therefore, such consent, permission or approval shall be deemed to have been granted.

16. Waiver. The waiver by either party of a breach of any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach thereof.

17. Written Assignment; Filing. This Lease is non-assignable.

18. Captions. The captions and titles appearing in this Lease are inserted only

as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the articles, paragraphs or sections of this lease nor in any way affect this Lease.

19. Gender. For purposes of this Lease, singular pronouns shall include the plural, and masculine pronouns shall include the feminine. The term "person" or "persons" shall be defined as an individual, partnership, corporation or any other entity recognized by law.

20. Notice. All notices, claims, certificates, requests, demands and other communications hereunder shall be in writing and will be deemed to have been given if delivered by hand, prepaid telegram or mailed (registered or certified mail, postage prepaid, return receipt requested or any means of express mail with confirmed delivery) as follows:

If to Tenant: PRESIDENT, Sharing & Caring Inc.
 of Okaloosa County (Niceville Unit)
 P.O. Box 282
 Niceville, Fl. 32588

With copy to: _____

If to Landlord: County Manager, Okaloosa County
 Water & Sewer Administration Bldg.
 1804 Lewis Turner Blvd. Ste 400
 Ft Walton Beach FL 32547

With copy to: Okaloosa County Purchasing Director
 602-C North Pearl Street
 Crestview FL 32536

21. Binding Effect. This agreement shall be binding upon the parties, successors and assigns.

22. Illegality. In case any provision in this Lease shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

23. Attorney's Fees. In connection with any breach, default, collection or litigation, including appellate proceedings, arising out of this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

24. Additional Instruments. The parties hereto shall execute and deliver or

cause to be executed and delivered at such times and places as shall be reasonably agreed on, such additional instruments as the other party may reasonably request for the purpose of carrying out the transactions contemplated hereby.

25. Miscellaneous Provisions. This Lease contains the entire agreement of the parties and may not be modified except in writing signed by the parties. Typewritten or handwritten provisions inserted in this agreement shall control all printed provisions in conflict therewith. This Lease may be executed in counterparts each of which shall be deemed the original.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand the date first mentioned above.

Witnesses:

Angie J. Stanford
Jessie Ward

BOARD OF COUNTY COMMISSIONERS
OF OKALOOSA COUNTY, FLORIDA

BY: Ray Sansom
Ray Sansom, Chairman



SHARING & CARING INC. OF
OKALOOSA COUNTY
(NICEVILLE UNIT)

Freida L. Spence
Caroline Pappas

BY: Freida L. Spence
Freida L. Spence, President
Niceville Unit

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing GROUND LEASE was acknowledged before me this 6th day of May, 1998, by Ray Sansom as Chairman of the Board of County Commissioners of Okaloosa County, Florida, who produced _____ as identification/is personally known by me.

Joan D. Mosier
Notary Public
My Commission Expires _____



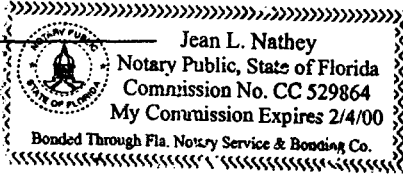
"OFFICIAL SEAL"
Joan D. Mosier
My Commission Expires 7/21/2001
Commission #CC 665390

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing GROUND LEASE was acknowledged before me this 29th day of April, 1998, by Freida Spence as President of Sharing & Caring Inc. of Okaloosa County (Niceville Unit) who produced _____ as identification/is personally known by me.

Jean L. Nathey
Notary Public

My Commission Expires: _____

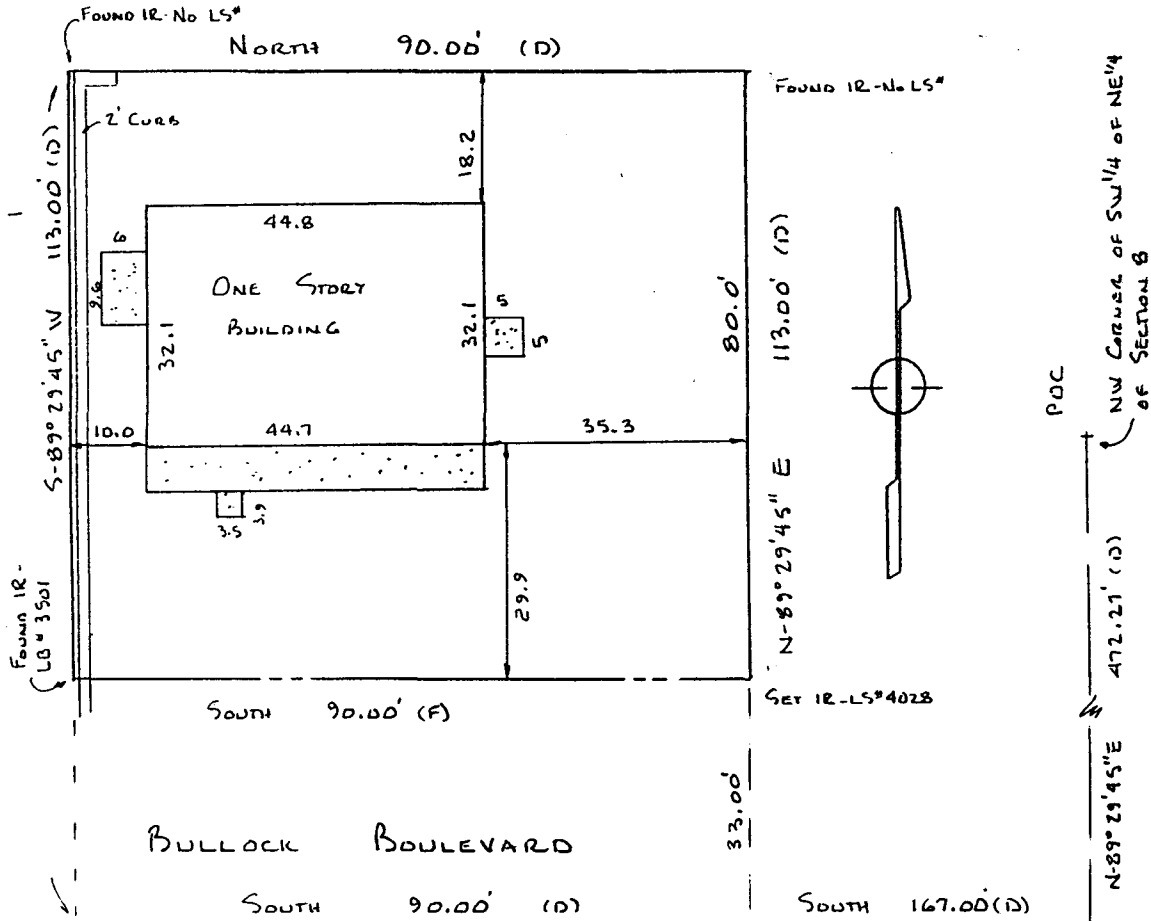


DESCRIPTION (FURNISHED)

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, PROCEED NORTH 89 DEGREES 29 MINUTES 45 SECONDS EAST 472.27 FEET TO THE CENTERLINE OF BULLOCK BOULEVARD, THENCE SOUTH 167.00 FEET ALONG CENTERLINE TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 90.00 FEET, THENCE SOUTH 89 DEGREES 29 MINUTES 45 SECONDS WEST 113.00 FEET, THENCE NORTH PARALLEL TO CENTERLINE OF BULLOCK BOULEVARD 90.00 FEET, THENCE NORTH 89 DEGREES 29 MINUTES 45 SECONDS EAST 113.00 FEET TO THE CENTERLINE OF BULLOCK BOULEVARD AND THE POINT OF BEGINNING, LESS THE EAST 33.00 FEET FOR RIGHT OF WAY,; CONTAINING 0.16 ACRES, MORE OR LESS.

NOTES

1. THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS DRAWING THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
2. INTERNAL IMPROVEMENTS NOT LOCATED EXCEPT AS SHOWN.
3. UNDERGROUND UTILITIES, FOUNDATIONS OR ENCROACHMENTS NOT LOCATED, IF ANY.



LEGEND

- LS = LAND SURVEYOR
- LB = LAND SURVEYING BUSINESS
- IR = IRON ROD
- IP = IRON PIPE
- R/W = RIGHT OF WAY
- OR = OFFICIAL RECORDS
- P = PLAT
- D = DEED
- F = FIELD MEASUREMENT

DESCRIPTION ABOVE: FURNISHED

BOOK _____ PAGE _____ OKALOOSA COUNTY, FLORIDA

ENCROACHMENTS _____

SCALE 1" = 20' DATE 12 SEPT 1996 W.O. # _____

FIELD BOOK _____

ORDERED BY FRED DRYER

BOUNDARY SURVEY PLOT PLAN

I HEREBY CERTIFY THE HEREON TO BE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND TO BE IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS OF SECTION 472.027 OF THE FLORIDA STATUTES.

Robert F. Johnson
ROBERT F. JOHNSON
FLORIDA REGISTERED SURVEYOR #4028

NOT VALID
UNLESS STAMPED
WITH EMBOSSED
SEAL.

COUNTY OF OKALOSA - BOARD OF COUNTY COMMISSIONERS
COUNTY COURTHOUSE, PRESTON FLORIDA 32556

RECEIVED FROM: MISCELLANEOUS PAYORS
(SEE BELOW FOR NAMES)


RECEIPT NUMBER: R31180
DATE RECEIVED: 06 09 98
AMOUNT RECEIVED: \$1.00

PAYOR NUMBER: 000198

FOR: SHARING CARING LEASE

1. 001 362990 Rents & Leases - Other \$1.00 2741
CHECK \$1.00 + CASH \$1.00 = TOTAL \$1.00

MEMORAN O BRADEN
CLERK OF BOARD

BY: 
DEPUTY CLERK

M E M O R A N D U M

To: Jon Morris
Contracts & Grants Manager

From: Teresa Ward
Clerk to BCC

Date: May 11, 1998

Subject: Ground lease for Sharing & Caring, Inc.

Attached are two copies of the Ground lease with Sharing & Caring, Inc., with original signatures. This item was approved by the BCC on May 5, 1998

Mailed one copy to SHC 5/12/98