

MEMORANDUM

Agenda Item No. 11(A)(9)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: February 18, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving of and authorizing the County Mayor to execute, pursuant to section 125.38, Florida Statutes, two lease amendments between Miami-Dade County, as lessor, and the University of Miami, a Florida not-for-profit corporation, as lessee, for two County-owned properties located on folio number 01-3135-058-0010; extending the term of both leases to 2134, revising the terms and conditions of the lease agreements relating to the use, assignment, subletting, termination, default, insurance and other miscellaneous provisions; waiving requirements of Resolution Nos. R-64-16, R-1000-14 and R-407-19, as well as certain provisions of Implementing Order 8-4; authorizing the County Mayor to exercise any and all rights conferred therein, subject to this Board's approval of any lease termination, to enforce the terms thereof, and take all actions necessary to effectuate same; and authorizing the Public Health Trust to administer the terms of the leases on behalf of the County

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Keon Hardemon.



Geri Bonzon-Keenan
County Attorney

GBK/gh

MDC001



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: February 18, 2026

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(9)

Please note any items checked.

- _____ **"3-Day Rule" for committees applicable if raised**
- _____ **6 weeks required between first reading and public hearing**
- _____ **4 weeks notification to municipal officials required prior to public hearing**
- _____ **Decreases revenues or increases expenditures without balancing budget**
- _____ **Budget required**
- _____ **Statement of fiscal impact required**
- _____ **Statement of social equity required**
- _____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**
- _____ **No committee review**
- _____ **Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____) to approve**
- _____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(9)
2-18-26

RESOLUTION NO. _____

RESOLUTION APPROVING OF AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE, PURSUANT TO SECTION 125.38, FLORIDA STATUTES, TWO LEASE AMENDMENTS BETWEEN MIAMI-DADE COUNTY, AS LESSOR, AND THE UNIVERSITY OF MIAMI, A FLORIDA NOT-FOR-PROFIT CORPORATION, AS LESSEE, FOR TWO COUNTY-OWNED PROPERTIES LOCATED ON FOLIO NUMBER 01-3135-058-0010; EXTENDING THE TERM OF BOTH LEASES TO 2134, REVISING THE TERMS AND CONDITIONS OF THE LEASE AGREEMENTS RELATING TO THE USE, ASSIGNMENT, SUBLETTING, TERMINATION, DEFAULT, INSURANCE AND OTHER MISCELLANEOUS PROVISIONS; WAIVING REQUIREMENTS OF RESOLUTION NOS. R-64-16, R-1000-14 AND R-407-19, AS WELL AS CERTAIN PROVISIONS OF IMPLEMENTING ORDER 8-4; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN, SUBJECT TO THIS BOARD’S APPROVAL OF ANY LEASE TERMINATION, TO ENFORCE THE TERMS THEREOF, AND TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME; AND AUTHORIZING THE PUBLIC HEALTH TRUST TO ADMINISTER THE TERMS OF THE LEASES ON BEHALF OF THE COUNTY

WHEREAS, the Public Health Trust of Miami-Dade County, Florida (“Public Health Trust”) is an agency and instrumentality of Miami-Dade County (the “County”), which is responsible for the operation, maintenance and governance of Jackson Memorial Hospital and other “designated facilities” as such term is defined in chapter 154, Part II, Florida Statutes, and chapter 25A of the Code of Miami-Dade County (“Code”); and

WHEREAS, in 1957, the University of Miami (“University”) entered into a ground lease with the County, a copy of which is attached hereto as Attachment “A,” (“Rosenstiel Tracts A & B Lease”) for the University to lease certain County-owned property (the “Tract A & B Property”) for a term of 99 years, which Tract A & B Property is part of the designated facilities of the Public Health Trust; and

WHEREAS, in 1959, the Rosenstiel Tracts A & B Lease was amended by agreement of the parties, a copy of which is attached hereto as Attachment “B,” which agreement reduced the size of the leased Tract A & B Property; and

WHEREAS, in 1963, the University entered into a second ground lease with the County, a copy of which is attached hereto as Attachment “C,” (“Rosenstiel Tract C Lease,” and, together with the Rosenstiel Tracts A & B Lease, the “Leases”) for the University to lease certain County-owned property (the “Tract C Property,” and, together with the Tract A & B Property, the “Properties”) for a term of 99 years, which Tract C Property is part of the designated facilities of the Public Health Trust; and

WHEREAS, the Properties together comprise folio number 01-3135-058-0010; and

WHEREAS, the University has constructed and currently operates the Rosenstiel Medical Science Building on the Properties; and

WHEREAS, the University operates various other facilities on nearby County-owned properties pursuant to long-term ground leases as part of its medical campus, all in support of its mission to deliver a cohesive medical district with the County and the Public Health Trust that advances public health, economic prosperity, and educational excellence for County residents and beyond; and

WHEREAS, the University has undertaken a joint planning exercise with the Public Health Trust to evaluate the current and future facility needs of the medical campus, and has determined that a substantial financial investment is required to renovate or replace aging University infrastructure on the Properties and other leased County-owned properties nearby; and

WHEREAS, accordingly, the University seeks to amend and extend the Leases to enable the continued use and future redevelopment of the facilities located on the Properties, consistent with the mission of the University and its Miller School of Medicine; and

WHEREAS, specifically, the parties seek to amend the existing Rosenstiel Tracts A & B Lease to extend the term to September 30, 2134, to expand the scope of the permitted use to include additional medical, healthcare, clinical care, research and medical education-related uses and ancillary and supporting uses for the community interest and welfare, to revise the provisions related to assignment and subletting, termination, default and insurance, to add a provision delegating to the County Mayor or County Mayor's designee the right to approve and execute various customary instruments on behalf of the County, including utility easements, and to make additional miscellaneous revisions to the terms and conditions of the Lease, including updating certain boilerplate provisions ("Tract A & B Amendment"); and

WHEREAS, the parties also seek to amend the existing Rosenstiel Tract C Lease to extend the term to September 30, 2134, to expand the scope of the permitted use to include additional medical, healthcare, clinical care, research and medical education-related uses and ancillary and supporting uses for the community interest and welfare, to revise the provisions related to assignment and subletting, termination, default and insurance, to add a provision delegating to the County Mayor or County Mayor's designee the right to approve and execute various customary instruments on behalf of the County, including utility easements, and to make additional

miscellaneous revisions to the terms and conditions of the Lease, including updating certain boilerplate provisions (“Tract C Amendment,” together with the Tract A & B Amendment, the “Amendments”); and

WHEREAS, the University has applied to Miami-Dade County for amendment and extension of the Leases as set forth in the application letter attached hereto as Attachment “D,” and has represented that it will use the Properties consistent with its mission, in support of the community interest and welfare for which purpose the University is organized; and

WHEREAS, in accordance with this Board’s policy in Resolution No. R-758-21, the University has provided a disclosure of its ownership interests, which disclosure is attached hereto as Attachment “E”; and

WHEREAS, the Properties are located in County Commission District 3; and

WHEREAS, in accordance with County Implementing Order 8-4, the County’s People and Internal Operations Department has announced the future availability of the Properties to all County Departments to determine a need for or interest in the Properties, but no County department has expressed a need for or interest in them; and

WHEREAS, folio number 01-3135-058-0010, which consists of both Properties, was appraised by two independent appraisers holding an MAI designation; and

WHEREAS, the appraised market value of the Property, as of December 2025 and January 2026 respectively, is approximately \$16,700,000.00 with an annual market rental value of \$1,169,000.00, according to one appraisal, and approximately \$21,500,000.00 with an annual market rental value of \$1,226,656.00, according to a second appraisal; and

WHEREAS, the University's rent obligation under both Leases is currently \$1 per year, and under the Amendments, rent would continue at this rate through the end of the extended term; and

WHEREAS, this Board finds that in light of the proposed use of the Properties, good reason exists to continue to rent the Properties for a nominal amount, as requiring payment of rent at the market rate would create an additional economic burden on the University given their intended substantial financial investment in the Properties, and such funds could otherwise be allocated toward the mission, goals and services provided by University and its Miller School of Medicine; and

WHEREAS, this Board finds, pursuant to section 125.38, Florida Statutes, that the University requires the Properties for a use consistent with the purposes for which it was incorporated, finds that such lease term extension would promote the community interest and welfare, and finds that the Properties are not otherwise needed for County purposes; and

WHEREAS, the University has requested that the provision in the Amendments related to its obligation to execute payment and performance bonds include an exemption for certain work; and

WHEREAS, accordingly and pursuant to this Board's authority in section 255.05(1)(d), Florida Statutes, this Board agrees that the Amendments may exempt the University from executing a payment and performance bond prior to commencing work on the Properties where the contracted work is for \$200,000.00 or less, or as such threshold may be amended by statute; and

WHEREAS, this Board, pursuant to Resolution No. R-256-13 has set forth a policy requiring leases with not-for-profit corporations to include lease terms requiring a rental payment in lieu of paying taxes in the event that tax-exempt status is achieved by the not-for-profit corporation, unless a hardship or other substantial reason exists for foregoing such payment; and

WHEREAS, this Board finds that requiring such payment in lieu of taxes would either create an economic hardship for the University or would not be required because a substantial reason exists to forego such a payment insofar as the University is providing a needed public health service to the community; and

WHEREAS, given the nature of this long-term Lease, this Board wishes to waive the requirements of Resolution No. 64-16 regarding inclusion of a termination or suspension provision in the event the Properties are needed by the County for an emergency public purpose; and

WHEREAS, this Board further desires to waive the requirements of Resolution No. R-1000-14 that a lessee obtain Board or mayoral approval in certain instances prior to an assignment or other transfer of the lessee's interest, as well as that the leases include a provision stating that exercising the County's termination right for failure to maintain the intended use shall be at no cost to the County; and

WHEREAS, this Board desires to waive the requirements of Resolution No. R-407-19 regarding publication or other provision of advance written notice to the public of the County's intent to convey the Properties without public bidding pursuant to section 125.38, Florida Statutes; and

WHEREAS, this Board desires to waive the requirements of Implementing Order 8-4 pertaining to extension of the Leases, as it relates to: (i) the administrative review procedures and determinations made by the County Mayor and the County's People and Internal Operations

Department and its Regulatory and Economic Resources Department, (ii) the requirement that the County's termination right in the lease for the tenant's failure to effectuate the purpose of the lease by a certain date be automatic, and (iii) the requirement to consult the County's Risk Management Division regarding the Leases' insurance provisions; and

WHEREAS, it is the intent of this Board that the Trust administer the terms of the Leases on behalf of the County; and

WHEREAS, the Director of Real Estate Services of the Trust will be monitoring compliance with the terms of the Leases,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals, including the exhibits attached hereto, are incorporated in this resolution and are approved.

Section 2. This Board declares the Tracts A & B Property and the Tract C Property surplus and finds that they are not needed for County purposes.

Section 3. This Board hereby approves, pursuant to section 125.38, Florida Statutes, the terms of the Second Amendment to Lease Agreement between Miami-Dade County and the University of Miami for the Tracts A & B Property, which consists of a portion of folio number 01-3135-058-0010, in substantially the form attached hereto as Attachment "F," which includes extending the term of the Lease to 2134, revising the terms and conditions of the Lease relating to the use, assignment, subletting, termination, default, insurance and other miscellaneous provisions.

Section 4. This Board hereby approves, pursuant to the section 125.38, Florida Statutes, the terms of the First Amendment to Lease Agreement between Miami-Dade County and the University of Miami for the Tract C Property, which consists of a portion of folio number 01-

3135-058-0010, in substantially the form attached hereto as Attachment “G,” which includes extending the term of the Lease to 2134, revising the terms and conditions of the Lease relating to the use, assignment, subletting, termination, default, insurance and other miscellaneous provisions.

Section 5. This Board waives the requirements of Resolution Nos. R-64-16, R-1000-14 and R-407-19 to the extent described in the foregoing recitals, and waives the provisions of Implementing Order 8-4 for these transactions as relates to the administrative review procedures and determinations made by the County Mayor and the County’s People and Internal Operations Department and its Regulatory and Economic Resources Department, the requirement that the County’s termination right in the Leases for the tenant’s failure to effectuate the purpose of the lease by a certain date be automatic, and the requirement to consult the County’s Risk Management Division regarding the Leases’ insurance provisions

Section 6. This Board authorizes the County Mayor or County Mayor’s designee to execute the Second Amendment to Lease Agreement for the Tracts A & B Property, in substantially the form attached hereto as Attachment “F,” and authorizes the County Mayor or County Mayor’s designee to execute the First Amendment to Lease Agreement for the Tract C Property, in substantially the form attached hereto as Attachment “G”. This Board further authorizes the County Mayor or County Mayor’s designee to exercise any and all rights conferred therein, enforce the terms thereof, and take all actions necessary to effectuate same, provided, however, that in accordance with the terms of the Amendments, neither the County Mayor or County Mayor’s designee, nor the Public Health Trust, may exercise any lease termination rights without separate approval of this Board. This Board delegates authority to the Public Health Trust to act on behalf of the County in administering the terms of the Leases, including the authority to exercise any and all rights conferred therein and enforce the terms thereof, other than any rights

reserved explicitly to the Board, and to take all actions appropriate to effectuate the Leases on behalf of the County. In accordance with Resolution No. R-684-25, the Amendments delegate to the County Mayor or County Mayor's designee the authority to approve and execute non-exclusive utility easements for the provision of utility services, subject to: (i) compliance with Resolution No. R-504-15, (ii) the easements are no larger in size or scope than necessary for the construction, operation and maintenance of such utilities to service the development located thereon, and (iii) the easements do not allow the grantee of the easement to grant access to the easement to any other entity or individual other than the grantee.

Section 7. This Board directs the County Mayor or County Mayor's designee to provide the Property Appraiser of Miami-Dade County's Office with a copy of the executed Leases within 30 days of execution. To the extent utility easements are conveyed in accordance with section 6 of this resolution, the County Mayor or County Mayor's designee, pursuant to Resolution No. R-974-09, shall record the easement conveyances in the public records of the County and provide a recorded copy to the Clerk of the Board and the Property Appraiser of Miami-Dade County's Office within 30 days of execution.

The Prime Sponsor of the foregoing resolution is Commissioner Keon Hardemon. It was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 18th day of February, 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

KMM

Kevin M. Marker

422 23 100.222.03
~~Trinidad~~
~~2116~~LEASE

THIS LEASE AGREEMENT, Made and entered into at Miami, Florida, this 3rd day of January, 1957, as of December 31, 1956, by and between DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "COUNTY," and UNIVERSITY OF MIAMI, a nonprofit educational institution organized and existing under the laws of the State of Florida, hereinafter called the "UNIVERSITY,"

(5)

00001580
REAL ESTATE SERVICES

W I T N E S S E T H:

The County does hereby lease, let and demise unto the University the following described land lying in Dade County, Florida:

TRACT A

Beginning at the northeast corner of Block 10 of THIRD ADDITION TO SUNNYBROOK, according to the plat thereof recorded in Plat Book 43 at Page 72 of the Public Records of Dade County, Florida, run south along the east line of said Block 10 a distance of 85.07 feet to the point of curvature of a circular curve to the right; thence run along the arc of said circular curve, having a radius of 25.00 feet and a central angle of $89^{\circ}50'00''$, for an arc distance of 39.20 feet to the point of tangency with the south line of said Block 10; thence run west along said south line of Block 10 a distance of 161.07 feet to a point; thence deflecting to the right $90^{\circ}00'00''$ run north a distance of 144.45 feet to a point; thence run east along a line which is parallel to the south line of said Block 10 a distance of 17.82 feet to a point; thence run northerly along a line which is parallel to the east boundary of Tract 1 of Jackson Memorial Hospital Tracts, according to the plat thereof recorded in Plat Book 55 at Page 5 of the Public Records of Dade County, Florida, a distance of 55.93 feet to a point; thence run east along a line which is parallel to the south line of said Tract 1, and also parallel to the south line of the aforesaid Block 10, for a distance of 168.59 feet to a point on the east line of said Tract 1; thence run south along the east line of Tract 1 a distance of 90.38 feet to the southeast corner of said Tract 1, the same being the point of beginning.

TRACT B

Beginning at the northeast corner of Block 10 of THIRD ADDITION TO SUNNYBROOK, according to the plat thereof recorded in Plat Book 43 at Page 72 of the Public Records of Dade County, Florida, run south along the east line of said Block 10 a distance of 85.07 feet to the point of curvature of a circular curve to the right; thence run along the arc of said

circular curve, having a radius of 25.00 feet and a central angle of $89^{\circ}50'00''$, for an arc distance of 39.20 feet to the point of tangency with the south line of said Block 10; thence run west along said south line of Block 10 a distance of 161.07 feet to the point of beginning of this Tract B; thence continue west along said south line of Block 10 a distance of 193.58 feet to a point; thence deflecting to the right $90^{\circ}50'00''$ run northerly a distance of 144.47 feet to a point; thence run easterly along a line which is parallel to the south line of said Block 10 a distance of 191.49 feet to a point; thence run south a distance of 144.45 feet, more or less, to the point of beginning of this Tract B.

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99
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TO HAVE AND TO HOLD the same unto the University for and during the full period of ninety-nine (99) years beginning January 1, 1957; subject, however, to cancellation and termination of this lease as to either or both of said tracts of land as hereinafter set forth.

As rental for the use of said property the University shall pay the County the sum of One Dollar (\$1.00) per year for each of said tracts of land on or before the first day of January of each year during the term hereof. Receipt of the sum of Two Dollars (\$2.00), representing the rental for the first year of the term of this lease, is hereby acknowledged by the County.

It is specifically understood and agreed that this lease is given upon the following conditions:

1. The University shall use the land described as Tract A for the construction, maintenance and operation of facilities for research in the sciences related to health and for no other purpose whatsoever. Within a period of two (2) years from and after January 1, 1957, the University shall begin the construction of such facilities and shall complete such construction with all reasonable dispatch and upon completion shall continuously maintain such facilities and shall operate the same for such purposes at least during each regular school year.

2. The University shall use the land described as Tract B for the construction, maintenance and operation of facilities for instruction and/or research in any of the sciences related to health and shall use the same for no other purpose whatsoever. The University shall begin the construction of the said facilities within a period of four (4) years

from and after January 1, 1957, and shall complete such construction with all reasonable dispatch and upon completion shall continuously maintain such facilities and shall operate the same for such purposes at least during each regular school year.

3. The term "sciences related to health" as used in this lease includes, but is not limited to, medicine, osteopathy, dentistry, and public health, and fundamental and applied sciences when related thereto.

4. The University shall operate the facilities constructed by it on the said Tracts A and B in conjunction with the operation of Jackson Memorial Hospital, a facility of the County located on land adjoining said Tracts A and B, and so far as practicable cause such operation to be integrated with the operation of the said Jackson Memorial Hospital, it being the purpose of this lease to enlarge the facilities for public health and general welfare in conjunction with Jackson Memorial Hospital, making the facilities to be erected on said Tracts A and B and their operation adjuncts to the said Jackson Memorial Hospital and its operation.

5. The University shall keep said Tracts A and B and all facilities located thereon in good repair and clean condition at all times, subject only to reasonable wear and tear and damage or destruction by fire and the elements. It shall also keep such facilities insured to the full insurable value thereof against loss or damage from fire and all other causes covered by extended insurance, and in the event of loss or damage shall promptly use the proceeds of such insurance to replace or repair the facilities lost or damaged. The University shall furnish the County promptly with certificates evidencing such insurance and the payment of premiums therefor from time to time.

6. The University shall not begin the construction of any facility or the replacement of any facility until it has on hand sufficient funds, or has sufficient funds available, to pay the full cost thereof, or shall have received a waiver of all liens upon such lands and facilities, it being the intent of the parties hereto that under no circumstances shall any lien be suffered to exist on such land or facilities.

7. It is specifically provided that if at any time the University should desire to replace any facility constructed by it on said Tracts A and B, or either of them, with new facilities, it may do so providing it acts with all due dispatch and complies otherwise with all the provisions of this lease. The failure to maintain and operate any of such facilities during the necessary period of razing old and constructing and equipping new facilities shall not constitute a breach of the covenants of this lease to maintain and operate such facilities continuously.

8. Failure on the part of the University to begin and complete construction of the required facilities on Tract A, as provided in Paragraph 1 of this lease, shall, at the option of the County, as evidenced by resolution of the Board of County Commissioners of the County, result in the automatic cancellation and termination of this lease as to Tract A.

9. Failure on the part of the University to begin and complete construction of the required facilities on Tract B, as provided in Paragraph 2 of this lease, shall, at the option of the County, as evidenced by resolution of the Board of County Commissioners of the County, result in the automatic cancellation and termination of this lease as to Tract B.

10. In the event any notice of lien is filed against said Tracts A and B, or either, the University shall promptly cause such lien to be satisfied. Its failure to do so within a period of thirty (30) days shall, at the option of the County, as evidenced by resolution of its Board of County Commissioners, effect an automatic cancellation and termination of this lease as to said Tract A or Tract B, or both, as the case may be.

11. Failure of the University to comply with any of the other conditions of this lease within a period of thirty (30) days after written notice from the Board of County Commissioners of the County shall give the County the right and power to cancel and terminate this lease as to the particular tract or tracts involved, such cancellation and termination to be effective at the time specified in a resolution of the Board of County Commissioners adopted at any time after such thirty day period.

12. At the termination of this lease as to either of said Tracts A or B, or both of them, or at the time of its prior cancellation and termination, as hereinbefore provided, all facilities located on said Tracts A and B, or either of them, as the case may be, shall be and become the property of the County. In the event of the loss of the facilities on either or both of said tracts and the failure of the University to replace the same with reasonable diligence and the cancellation and termination of this lease as to either or both of said tracts as a result of such default, then all insurance monies paid or payable on account of such loss shall be paid promptly to the County and shall thereupon be and become the property of the County.

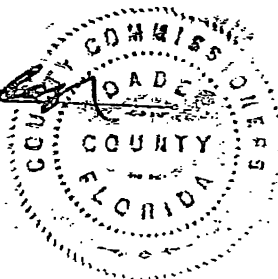
IN WITNESS WHEREOF the County has caused these presents to be executed in its name by its Board of County Commissioners, acting by and through its Chairman or Vice Chairman and Clerk or Deputy Clerk, and the University has caused these presents to be executed in its name by its President and Secretary, the day and year aforesaid.

BOARD OF COUNTY COMMISSIONERS
OF DADE COUNTY, FLORIDA

ATTEST:
E. B. LEATHERMAN,
CLERK OF SAID BOARD

By [Signature]
Deputy Clerk

By [Signature]



UNIVERSITY OF MIAMI

By [Signature]
President

ATTEST:

[Signature]
Secretary

Approved as to Form

Date 1/3/57

[Signature]

State of Florida, County of Dade.
This instrument was filed for record the 7 day of Aug
1964 at 4:27 M, and duly recorded in OFFICIAL RECORDS
Book 11259 On Page 154 File #64R 102 5366

E. B. LE THE MA:

Clerk Circuit Court

By [Signature] D. C.

AGREEMENT

THIS AGREEMENT made this 8th day of ~~DECEMBER~~ 1959
by and between DADE COUNTY, a political subdivision of the State
of Florida, hereinafter called the County, and the UNIVERSITY OF
MIAMI, a non-profit corporation organized and existing under the
laws of the State of Florida, hereinafter called the University,

WITNESSETH THAT:

WHEREAS, on January 3, 1957 the County and the University
entered into a lease agreement whereby the County leased to the
University certain lands referred to as Tract A and Tract B and
therein specifically described, for a period of 99 years to be used
for the construction, maintenance and operation of facilities for
research and instruction in the sciences related to health and
medicine and

WHEREAS, the University is in the process of constructing
facilities for medical research and instruction on a portion of Tract
A as described in said lease agreement, and

WHEREAS, it has been determined that the University will
not need the entire Tract A for the medical facilities it is constructing
thereon, and

WHEREAS, the County has requested the University to
surrender that portion of said Tract A which is not needed by the
University for such medical facilities

NOW THEREFORE, in consideration of the sum of ten dollars

paid by the County to the University, receipt of which is hereby
acknowledged, the University hereby surrenders and yields up to
the County that portion of said Tract A as described in that certain
lease agreement entered into between the University and the County
dated January 3, 1957, described as follows, to wit:

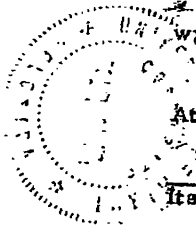
Beginning at a point on the east line of Tract 1 of JACKSON MEMORIAL HOSPITAL TRACTS, according to the plat thereof recorded in Plat Book 55 at Page 5 of the Public Records of Dade County, Florida, 90.38 feet north of the northeast corner of Block 10 of THIRD ADDITION TO SUNNYBROOK, according to the plat thereof recorded in Plat Book 43 at Page 72 of the Public Records of Dade County, Florida, run west along a line which is parallel to the south line of said Tract 1, and also parallel to the south line of said Block 10, for a distance of 168.59 feet to a point; thence run south along a line which is parallel to the east line of said Tract 1 a distance of 55.93 feet to a point; thence run east along a line which is parallel to the south line of said Tract 1, and also parallel to the south line of said Block 10, a distance of 168.59 feet to a point on the east line of said Tract 1; thence run north along the east line of said Tract 1 a distance of 56 feet, more or less, to the point of beginning.

TO HAVE AND TO HOLD unto the County, its successors and assigns, for all of the unexpired residus of the term of the aforesaid lease, to the intent that said term may merge and be extinguished in the fee title of the said premises.

And the University does hereby, for itself, its successors and assigns, covenant and warrant that the University has not at any time heretofore done or suffered any act or thing whatsoever

whereby the said lands hereby surrendered, or any part thereof,
are or may be in anywise impeached, charged, affected or incumbered.

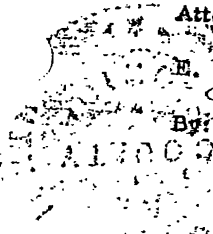
IN WITNESS WHEREOF the University and the County have
caused this agreement to be executed by their respective proper
officers duly authorized thereunto, the day and year first above
written.



Attest:
E. M. Miller
Its Secretary

UNIVERSITY OF MIAMI
By: Law J. J. Brennan
Its President

(SEAL)



Attest:
E. B. WEATHERMAN, Clerk
By: Edward J. Sullivan
Deputy Clerk

DADE COUNTY, a political sub-
division of the State of Florida
By Its BOARD OF
COUNTY COMMISSIONERS
By: Rene C. McElroy
Its Chairman

(SEAL)

State of Florida, County of Dade.
This instrument was filed for record the 7 day of Aug
1964 at 4:25 P.M. and duly recorded in OFFICIAL RECORDS
Book 4250 on Page 151 File # 64R 125365-
E. A. LE THE MAY
Clerk Circuit Court
By: [Signature] D. C.

STATE OF FLORIDA)
COUNTY OF DADE) SS

I, E. B. LEATHERMAN, Clerk of the Circuit Court in and for Dade County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution No. 10930, adopted by the said Board of County Commissioners at its meeting held on January 3, 1957, as appears of record in the minutes of said Board of County Commissioners.

IN WITNESS WHEREOF I have hereunto set my hand and official seal on this 3rd day of January, A. D. 1957.

E. B. LEATHERMAN
Ex-Officio Clerk
Board of County Commissioners
Dade County, Florida

By


Deputy Clerk

SEAL

Board of County Commissioners
Dade County
Florida

AGREEMENT

THIS AGREEMENT made this 8th day of ~~DECEMBER~~ 1959
by and between DADE COUNTY, a political subdivision of the State
of Florida, hereinafter called the County, and the UNIVERSITY OF
MIAMI, a non-profit corporation organized and existing under the
laws of the State of Florida, hereinafter called the University,

WITNESSETH THAT:

WHEREAS, on January 3, 1957 the County and the University
entered into a lease agreement whereby the County leased to the
University certain lands referred to as Tract A and Tract B and
therein specifically described, for a period of 99 years to be used
for the construction, maintenance and operation of facilities for
research and instruction in the sciences related to health and
medicine and

WHEREAS, the University is in the process of constructing
facilities for medical research and instruction on a portion of Tract
A as described in said lease agreement, and

WHEREAS, it has been determined that the University will
not need the entire Tract A for the medical facilities it is constructing
thereon, and

WHEREAS, the County has requested the University to
surrender that portion of said Tract A which is not needed by the
University for such medical facilities

NOW THEREFORE, in consideration of the sum of ten dollars

paid by the County to the University, receipt of which is hereby
acknowledged, the University hereby surrenders and yields up to
the County that portion of said Tract A as described in that certain
lease agreement entered into between the University and the County
dated January 3, 1957, described as follows, to wit:

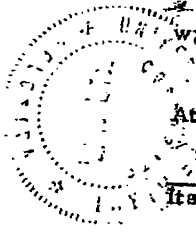
Beginning at a point on the east line of Tract 1 of JACKSON MEMORIAL HOSPITAL TRACTS, according to the plat thereof recorded in Plat Book 55 at Page 5 of the Public Records of Dade County, Florida, 90.38 feet north of the northeast corner of Block 10 of THIRD ADDITION TO SUNNYBROOK, according to the plat thereof recorded in Plat Book 43 at Page 72 of the Public Records of Dade County, Florida, run west along a line which is parallel to the south line of said Tract 1, and also parallel to the south line of said Block 10, for a distance of 168.59 feet to a point; thence run south along a line which is parallel to the east line of said Tract 1 a distance of 55.93 feet to a point; thence run east along a line which is parallel to the south line of said Tract 1, and also parallel to the south line of said Block 10, a distance of 168.59 feet to a point on the east line of said Tract 1; thence run north along the east line of said Tract 1 a distance of 56 feet, more or less, to the point of beginning.

TO HAVE AND TO HOLD unto the County, its successors and assigns, for all of the unexpired residus of the term of the aforesaid lease, to the intent that said term may merge and be extinguished in the fee title of the said premises.

And the University does hereby, for itself, its successors and assigns, covenant and warrant that the University has not at any time heretofore done or suffered any act or thing whatsoever

whereby the said lands hereby surrendered, or any part thereof,
are or may be in anywise impeached, charged, affected or incumbered.

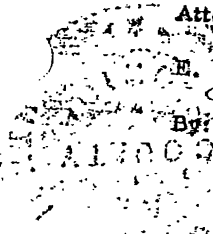
IN WITNESS WHEREOF the University and the County have
caused this agreement to be executed by their respective proper
officers duly authorized thereunto, the day and year first above
written.



Attest:
E. M. Miller
Its Secretary

UNIVERSITY OF MIAMI
By: Lawrence J. Brennan
Its President

(SEAL)



Attest:
E. B. HEATHERMAN, Clerk
By: Edward J. Sullivan
Deputy Clerk

DADE COUNTY, a political sub-
division of the State of Florida
By Its BOARD OF
COUNTY COMMISSIONERS
By: Rene C. McElroy
Its Chairman

(SEAL)

State of Florida, County of Dade.
This instrument was filed for record the 7 day of Aug
1964 at 4:25 P.M. and duly recorded in OFFICIAL RECORDS
Book 4250 on Page 151 File # 64R 125365-
E. A. LE THE MAY
Clerk Circuit Court
By: [Signature] D. C.

STATE OF FLORIDA)
COUNTY OF DADE) SS

I, E. B. LEATHERMAN, Clerk of the Circuit Court in and for Dade County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution No. 10930, adopted by the said Board of County Commissioners at its meeting held on January 3, 1957, as appears of record in the minutes of said Board of County Commissioners.

IN WITNESS WHEREOF I have hereunto set my hand and official seal on this 3rd day of January, A. D. 1957.

E. B. LEATHERMAN
Ex-Officio Clerk
Board of County Commissioners
Dade County, Florida

By


Deputy Clerk

SEAL

Board of County Commissioners
Dade County
Florida

MDC025

Attachment B

~~Not a Medical
Service Policy~~

LEASE

(4)

THIS LEASE, made and entered into at Miami, Florida, this 19TH day of March, 1963, by and between DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "COUNTY", and UNIVERSITY OF MIAMI, a non-profit educational institution organized and existing under the laws of the State of Florida, hereinafter called the "UNIVERSITY",

00001579

REAL ESTATE SERVICES

WITNESSETH:

The County does hereby lease, let and demise unto the University the following described land lying in Dade County, Florida:

TRACT C

Commence at the NE corner of Block 10 of the THIRD ADDITION TO SUNNYBROOK according to the plat thereof recorded in plat book 43 at page 72 of the public records of Dade County, Florida; thence run Southerly along the East line of said Block 10 for a distance of 85.07 feet to the beginning of a tangential circular curve; thence run Southwesterly and Westerly along said curve having a radius of 25 feet through a central angle of 89 degrees 50 minutes 00 seconds for an arc distance of 39.20 feet to the end of said curve; thence run Westerly along the South line of said Block 10 for a distance of 354.65 feet to the point of beginning of the tract of land herein described; thence continue Westerly along the South line of said Block 10 for a distance of 138.95 feet to a point; thence deflecting to the right 90 degrees 50 minutes 00 seconds run for a distance of 149.47 feet to a point; thence run Easterly along a line which is parallel to the South line of said Block 10 for a distance of 348.18 feet, more or less, to a point on the Westerly boundary line of the Northerly portion of Tract "A" as described in that certain lease agreement by and between Dade County and University of Miami, dated January 3, 1957; thence run Southerly along the Westerly boundary line of the Northerly portion of said Tract "A" for a distance of 5.0 feet to a point; thence run Westerly along a line which is parallel to the South line of said Block 10 for a distance of 209.29 feet to a point; thence deflecting to the left 89 degrees 10 minutes 00 seconds run for a distance of 144.47 feet to the point of beginning.

1963
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TO HAVE AND TO HOLD the same unto the University for and during the full period of ninety-nine (99) years beginning February 15, 1963, subject, however, to cancellation and termination of this lease as to said tract of land as hereinafter set forth.

As rental for the use of said property the University shall pay the County the sum of One Dollar (\$1.00) per year for said tract of land on or before the 15th day of February of each year during the term hereof. Receipt of the sum of One Dollar (\$1.00), representing the rental for the first year of the term of this lease, is hereby acknowledged by the County.

It is specifically understood and agreed that this lease is given upon the following conditions:

1. Under the terms of a lease entered into between the parties hereto on January 3, 1957, the University is in possession of two tracts of land described as "TRACT A" and "TRACT B" in said lease of January 3, 1957, and has constructed thereon facilities for research in the sciences related to health, and the University shall maintain such facilities and shall operate the same for such purposes at lease during each school year.
2. The University shall use the land described in this lease and designated "TRACT C" for the construction, maintenance, and operation of facilities for either instruction or research, or both, in any of the sciences related to health and shall use the same for no other purpose whatsoever. The University shall begin the construction of said facilities within a period of five (5) years from February 15, 1963, and shall complete such construction with all reasonable dispatch, and upon completion

- 3 -

shall continuously maintain such facilities and shall operate the same for such purposes at least during each regular school year.

3. The term "sciences related to health" as used in this lease includes, but is not limited to, medicine, dentistry, and public health, and fundamental and applied sciences when related thereto.

4. The University shall operate the facilities constructed or to be constructed by it on said Tract C in conjunction with the operation of Jackson Memorial Hospital by the County or its successors and in conjunction with its other facilities constructed or to be constructed on Tracts A and B, which tracts are described in the lease executed on January 3, 1957, above referred to, and, so far as practicable, shall cause such operation to be integrated with the operation of said Jackson Memorial Hospital; it is the purpose of this lease to enlarge the facilities for public health and general welfare in conjunction with Jackson Memorial Hospital, making the facilities erected and to be erected on said Tracts A, B, and C and their operation adjuncts to the said Jackson Memorial Hospital and its operation.

5. The University shall keep the land herein described and all facilities located thereon in good repair and clean condition at all times, subject only to reasonable wear and tear and damage or destruction by fire and the elements. It shall also keep such facilities insured to the full insurable value thereof against loss or damage from fire and all other causes covered by extended insurance, and in the event of loss or damage shall promptly use the proceeds of such insurance to replace or repair the facilities lost or damaged. The University shall furnish the County promptly with certificates evidencing such insurance and the payment of premiums therefor from time to time.

6. The University shall not begin the construction of any facility or the replacement of any facility until it has on hand sufficient funds, or has sufficient funds available, to pay the full cost thereof, or shall have received a waiver of all liens upon such land and facilities, it being the intent of the parties hereto that under no circumstances shall any lien be suffered to exist on such land or facilities.

7. It is specifically provided that if at any time the University should desire to replace any facility constructed by it on said Tracts A, B, and C, or either of them, with new facilities, it may do so providing it acts with all due dispatch and complies otherwise with all the provisions of this lease. The failure to maintain and operate any of such facilities during the necessary period of razing old and constructing and equipping new facilities shall not constitute a breach of the covenants of this lease to maintain and operate such facilities continuously.

8. Failure on the part of the University to begin and complete construction of the required facilities on Tract C as provided in Paragraph 2 of this lease, shall, at the option of the County, as evidenced by resolution of the Board of County Commissioners of the County, result in the automatic cancellation and termination of this lease as to Tract C.

9. In the event any notice of lien is filed against said Tract C, the University shall promptly cause such lien to be satisfied. Its failure to do so within a period of thirty (30) days shall, at the option of the County, as evidenced by resolution of its Board of County Commissioners, effect an automatic cancellation and termination of this lease as to said Tract C.

10. Failure of the University to comply with any of the other conditions of this lease within a period of thirty (30) days after written notice

from the Board of County Commissioners of the County shall give the County the right and power to cancel and terminate this lease, such cancellation and termination to be effective at the time specified in a resolution of the Board of County Commissioners adopted at any time after such thirty-day period.

11. At the termination of this lease as to Tract C, or at the time of its prior cancellation and termination, as hereinbefore provided, all facilities located on said Tract C shall be and become the property of the County. In the event of the loss of the facilities on said tract and the failure of the University to replace the same with reasonable diligence and the cancellation and termination of this lease as to said tract as a result of such default, then all insurance monies paid or payable on account of such loss shall be paid promptly to the County and shall thereupon be and become the property of the County.

12. At the time of the execution of this lease there are two old CBS residences located on Tract C described in this lease. It is agreed that the University may tear these buildings down at its own expense at any time it so desires within ninety (90) days prior to the beginning of the construction of any new facility on said Tract C.

13. As shown in the description of Tract C hereinbefore set forth in the beginning of this lease, Tract C consists of a rectangular tract of land with an extension five (5) feet wide running from the Northeast corner of said rectangle Eastward along the North side of Tracts A and B, above mentioned. The County at present owns a building on the North side of this five-foot strip, the footings of which overlap near the Northeast corner of said five-foot strip to the extent of approximately eight (8) inches. It is agreed that the entering into of this lease shall in no manner interfere with

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- 6 -

the right of the County to keep and maintain its footings of said building as they now exist.

14. At present there is a road running along the North side of Tracts A and B above mentioned. In the construction of facilities on Tract C it will be necessary to relocate said road Northward, but the exact location of said road is to be mutually agreed upon by the County and the University. It is understood that if it becomes necessary to relocate said road, it will be done at the expense of the University.

15. In the construction of any of said facilities on any of said tracts or in maintaining the same, if it becomes necessary to remove any sewer, water main, water hydrants, water pipes or electric wiring and to relocate the same, this shall be done at the expense of the University.

16. At present a parking lot and roadway are located on a portion of Tract C described in this lease. It is agreed that until the University has begun the destruction of said two CBS residences in preparation for the erection of its new facilities, said parking lot and right of way shall be under the supervision and control of the County.

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners, acting by and through its Chairman or Vice Chairman and Clerk or Deputy Clerk, and the University has caused these presents to be executed in its name by its President and Secretary, the day and year aforesaid.

ATTEST:
E. B. LEATHERMAN, CLERK

By: [Signature]
Deputy Clerk

ATTEST:
By: [Signature]
E. Morton Miller
Secretary

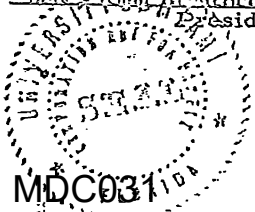
DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: [Signature]
Vice Chairman

UNIVERSITY OF MIAMI

By: [Signature]
H. B. Allenford
President

State of Florida, County of Dade.
This instrument was filed for record the 7 day of Aug
1954 at 12:50 P. M. and duly recorded in OFFICIAL RECORDS
Book 1250 on page 69 File # 64R 125067
E. B. LEATHERMAN
Clerk Circuit Court



Attachment C

RESOLUTION NO. 849

RESOLUTION APPROVING LEASE AGREEMENT
WITH UNIVERSITY OF MIAMI AND AUTHORIZING
ITS EXECUTION

WHEREAS, the University has requested that the County lease to it certain lands owned by Dade County and situate within the Jackson Memorial Hospital and University of Miami Medical School complex for the purpose of constructing thereon and thereafter operating and maintaining facilities for instruction or research, or both, in any of the sciences related to health; and

WHEREAS, a form of 99-year lease to accomplish this purpose has been submitted, the terms of which are agreeable to the Director of the Department of Hospitals and the County Manager, a copy thereof being hereto attached and made a part hereof; and

WHEREAS, the County Manager has recommended that such lease be approved,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that that certain lease agreement prepared for execution by Dade County and University of Miami, a copy of which is hereto attached and made a part hereof, is hereby approved, and the Chairman or Vice Chairman of this Board is hereby authorized to execute such lease agreement acting on behalf of this Board of County Commissioners for Dade County, upon its execution by University of Miami.

The foregoing Resolution was offered by Commissioner

Jack H. Beckwith, who moved its adoption. The motion was

seconded by Commissioner Charles F. Hall, and upon being put
to a vote, the vote was as follows:

James H. Allen	Absent
Jack H. Beckwith	Aye
Robert M. Brake	Aye
Alexander S. Gordon	Aye
Charles F. Hall	Aye
Hughlan Long	Aye
Arthur H. Patten, Jr.	Aye
Frank O. Pruitt	Aye
Tom Sasso	Aye
Harold B. Spaet	Aye
Milton E. Thompson	Aye
Winston W. Wynne	Aye
Joseph A. Boyd, Jr.	Aye

The Chairman thereupon declared the Resolution duly passed and
adopted this 19th day of March, 1963.

DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

E. B. LEATHERMAN, CLERK

By: W. F. RUSSELL
Deputy Clerk

STATE OF FLORIDA }
COUNTY OF DADE } SS:

I, E. B. LEATHERMAN, Clerk of the Circuit Court in and for Dade County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution No. 8449, adopted by the said Board of County Commissioners at its meeting held on March 19, 19 63.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 20th day of March, A. D. 1963.

E. B. LEATHERMAN, Ex-Officio Clerk
Board of County Commissioners
Dade County, Florida

By

W. J. Russell
Deputy Clerk

SEAL

Board of County Commissioners
Dade County, Florida *



UHealth Facilities Operations and Planning
1400 NW 10th Ave, Suite 212A
Miami, FL 33136

November 19, 2025

The Honorable Daniella Levine Cava
Stephen P. Clark Center
111 NW 1st Street, 29th Floor
Miami, Florida 33128

Re: Application for Disposition of County-owned Real Property Pursuant to Implementing Order 8-4 and Request for Amendment and Extension of Ground Leases between Miami-Dade County and the University of Miami within the boundaries of the Miami Health District more particularly described in Exhibit “A” (hereinafter referred to as “Subject Property”)

Dear Mayor Cava:

The University of Miami is pleased to submit this Application for Disposition of County-owned Real Property and request for amendment and extension to existing ground lease agreements between Miami-Dade County and the University covering the Subject Property in accordance with Section 125.01(3)(a), Florida Statutes, Section 2-8.6.5(4) of the Code of Miami-Dade County, and County Implementing Order No. 8-4 (Guidelines and Procedure for the Sale Lease and Conveyance of County Real Property).

Pertinent information satisfying the required criteria set forth in Implementing Order No. 8-4 is set forth below.

Subject Property. The Subject Property is depicted on the attached site plan and is generally bounded by University and County owned land.

Proposed Use and Development and Community Interest.

The University of Miami seeks to amend and extend its ground leases with Miami-Dade County to enable the continued use and future redevelopment of the facilities located on the leased premises which currently consist of the Sylvester Comprehensive Cancer Center, Biomedical Research Building, Bascom Palmer Eye Institute, Mailman Center for Child Development, Schoninger Research Quadrangle, Calder Library, and the Rosenstiel Medical Science Building. Consistent with the agreed-upon lease purpose, these sites will be used for the construction,

maintenance, and operation of facilities for instruction, research, clinical care, and other nonprofit uses related to the mission of the University and its Miller School of Medicine. The University is requesting that the lease terms all coincide and be coterminous, in order to enable uniformity in the planning for the HealthCore305 district described below.

The ground lease extensions are necessary to enable the University to continue to build and develop these properties & facilities which are foundational to HealthCore305, a unified medical district between UHealth and Jackson Health System which is anticipated to transform Miami's downtown medical campus into a unified, world-class health district benefiting Miami-Dade County and the surrounding community. Anchored by a long-term master facility plan with billions of dollars of projected investments over the next two decades, this initiative will modernize aging infrastructure, expand community access to care, and create a cohesive hub for discovery, education, and service.

Community interest and welfare are advanced in multiple ways:

- **Expanded Access to Care & Equity:** By modernizing clinical and research facilities, UM will expand access to premier cancer, eye, pediatric, and translational medicine services for Miami-Dade residents. Health equity is embedded in this mission, with a focus on serving one of the most diverse populations in the nation.
- **Education & Workforce Development:** Lease extensions will allow UM to recruit and train the next generation of physicians, nurses, scientists, and allied health professionals. The district will also provide medical student housing and educational spaces that support academic advancement.
- **Economic Growth & Job Creation:** The HealthCore305 plan will generate thousands of construction and permanent jobs, spur local business activity through high-foot-traffic retail and services, and stimulate entrepreneurship in the life sciences.
- **Innovation & Research for Public Benefit:** Expanded laboratory and research capacity will accelerate discovery in cancer, neuroscience, ophthalmology, pediatrics, and other specialties, with direct benefit to patients locally and globally.
- **Sustainability & Resiliency:** Joint infrastructure planning, including shared utilities, optimized parking and mobility solutions, and resilient building systems, will enhance the functionality and safety of the district for decades to come.

In sum, these lease extensions are not simply administrative, they are enablers of a generational transformation. By securing long-term certainty, the County and University will together deliver a cohesive medical district that advances public health, economic prosperity, and educational excellence for Miami-Dade County residents and beyond.

Development Experience. Examples of completed University projects include the following:

- Don Soffer Clinical Research Center – A 300,000-square-foot flagship facility on the medical campus that integrates clinical research with specialty care in pediatrics, pharmacology, and other disciplines. With multipurpose spaces designed for collaboration, the Center anchors the University’s translational research mission and provides the infrastructure to advance therapies from bench to bedside.
- Biomedical Research Building – A LEED Silver-certified facility that consolidates the essential components of a world-class research enterprise. With 100,928 square feet of laboratory and research space and 64,709 square feet of offices, the building supports discovery across disciplines while promoting sustainable design and fostering cross-collaboration.
- Lennar Foundation Medical Center (Coral Gables Campus) – A 200,000-square-foot, state-of-the-art outpatient center that provides multi-specialty care to the University community and the broader region. The Center exemplifies UM’s commitment to integrating academic medicine with community-based access to advanced diagnostics, specialty clinics, and wellness services.
- UHealth at SoLé Mia – A new 325,000-square-foot ambulatory care center that expands UM’s footprint into North Miami, offering imaging, comprehensive cancer care, interventional and surgical services, as well as multispecialty and primary care. Designed as a hub for accessible, high-quality care, SoLé Mia strengthens health equity in one of the County’s most dynamic growth corridors.
- UHealth Doral – A new 178,000-square-foot medical center delivering comprehensive services in the Doral market, including advanced imaging, comprehensive cancer care, and multispecialty and primary care. This facility ensures convenient access to first-class academic medicine for residents of western Miami-Dade County.
- Griffin Cancer Research Building – A new 245,000-square-foot state-of-the-art facility that integrates comprehensive cancer treatment with advanced cancer research. Designed to accelerate discovery and translation, the building houses multidisciplinary clinical programs, cutting-edge laboratories, and collaborative spaces that attract top-tier scientists and clinicians.

The University is also advancing a five-story expansion of UHealth Tower. This project will deliver 174,000 square feet of new and renovated clinical space, designed to expand specialty service lines, enhance patient care capacity, and improve operational efficiency. A reimagined main entry and lobby will create a modern, welcoming gateway to the hospital and enhance the patient and visitor experience.

Cost and Anticipated Sources of Funds and Revenues. Combined University and County investments in the Health Core 305 Project are anticipated to be in the range of eight to twelve billion dollars. The University’s portion of the project is anticipated to be funded through philanthropy and debt financing.

University History and Employees. University of Miami has been a key member of the community and institutional leader since its founding in 1925. Today the University employs over 18,000 people throughout South Florida.

Proposed Schedule. Construction timelines are anticipated to be outlined with more specificity in the long-term master facility plan with commencement anticipated in the upcoming 15 years. The lease extensions will enable the University to build the necessary facilities to support the cohesive medical district created by Health Core 305 that advances public health, economic prosperity, and educational excellence for Miami-Dade County residents and the community at large.

Rental Rates. The rental rates will continue at their existing rates and are supported by the parties' longstanding affiliation and operation of one of the nation's premier locations for academic medicine, research and medical education in Miami-Dade County.

Request & Consideration

The University formally requests that the County Mayor or designee circulate the Subject Property and commence any administrative process required by Implementing Order 8-4 to facilitate consideration of the amendments to the ground leases on the Subject Property by the Board of County Commissioners. We stand ready to provide any further information required.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Wooldridge", with a stylized, cursive script.

Stephen C. Wooldridge
Chief Facilities Operations & Planning Officer

EXHIBIT "A"

SUBJECT PROPERTY

<u>Site</u>	<u>Address</u>	<u>Folio</u>
Schoninger	1450 NW 10 th Avenue	01-3135-058-0030
Mailman & Debbie	1579 NW 12 th Avenue	01-3135-043-0010
BRB/Amedic	1501 NW 10 th Avenue	01-3135-065-0030
Sylvester & RMH	1121 NW 14 th Street	01-3135-066-0010 & 01-3135-058-0020
Bascom Palmer	900 NW 17 th Street	01-3135-065-0010
Calder	1601 NW 10 th Avenue	01-3135-065-0020
Rosenstiel Tracts A&B	1600 NW 10 th Avenue	01-3135-058-0010
Rosenstiel Tract C	1600 NW 10 th Avenue	01-3135-058-0010

EXHIBIT "B"

HEALTHCORE305

HEALTHCORE305 LEASES



Property / Buildings		Original Lease Expiration	Extended Lease Expiration
A	Schoninger Quad - Gautier - Batchelor - Pope - DRI	2039	2134
B	Mailman/Debbie	2058	2134
C	Biomedical Research Bldg.	2080	2134
D	Sylvester & Ronald McDonald House	2081	2134
E	Bascom Palmer	2035	2134
F	Calder Library	2060	2134
G	Rosenstiel Medical Sciences Building (RMSB) ¹	2062	2134

UNIVERSITY OF MIAMI

Information Classification: HIGHLY CONFIDENTIAL

Note: 1) RMSB spans two parcels with separate leases; Application for lease extensions submitted November 2025

Instrument Prepared by and Return To:
Dan Chatlos, Director, Real Estate Services
Public Health Trust of Miami-Dade County
1611 NW 12th Avenue, Miami, FL

Folio Nos.: 01-3135-058-0030, 01-3135-043-0010, 01-3135-065-0030, 01-3135-058-0020
(Portion), 01-3135-066-0010, 01-3135-065-0010, 01-3135-065-0020, 01-3135-058-0010

OWNERSHIP DISCLOSURE AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, personally appeared, on this 15th day of January, 2026, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

1) Affiant(s) have read the contents of this Affidavit, have actual knowledge of the facts contained herein, and state that the facts contained herein are true, correct, and complete.

2) University of Miami whose address is 5187 Ponce de Leon Boulevard, Coral Gables, FL 33146, with Federal Tax Identification No. 59-0624458 will be the record ground lessee(s) of the real property more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter called the "Property") being contracted or transacting business with Miami-Dade County. University of Miami is a Florida not for profit corporation and has no legal owners.

FURTHER AFFIANT SAYETH NOT.

R. R.
Witness

RAYMOND REAOF
Print

[Signature]
Witness

Charles Gonzalez
Print

AFFIANT:

By: [Signature]

Date: 1/15/26

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY, that on this 15 day of January, 2026, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Stephen C. Wooldridge, personally known to me, or proven, by producing the following identification: _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal, in the County and State aforesaid, on this, the 15 day of January, 2026.

[Signature] (SEAL)
Notary Public

Ibis Carrera
Print Name
Notary Public, State of Florida
My Commission expires 8-16-27

NOTARY SEAL / STAMP

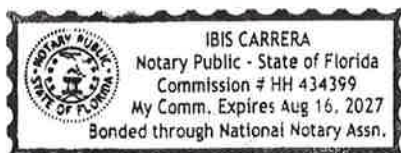


EXHIBIT "A"

SUBJECT PROPERTY

<u>Site</u>	<u>Address</u>	<u>Folio</u>
Schoninger	1450 NW 10 th Avenue	01-3135-058-0030
Mailman & Debbie	1579 NW 12 th Avenue	01-3135-043-0010
BRB/Amedic	1501 NW 10 th Avenue	01-3135-065-0030
Sylvester & RMH	1121 NW 14 th Street	01-3135-066-0010 & 01-3135-058-0020
Bascom Palmer	900 NW 17 th Street	01-3135-065-0010
Calder	1601 NW 10 th Avenue	01-3135-065-0020
Rosenstiel Tracts A&B	1600 NW 10 th Avenue	01-3135-058-0010
Rosenstiel Tract C	1600 NW 10 th Avenue	01-3135-058-0010

SECOND AMENDMENT TO LEASE AGREEMENT
(ROSENSTIEL TRACTS A & B)

This SECOND AMENDMENT TO LEASE AGREEMENT ("Amendment") is entered into as of _____, 2026 ("Amendment Date"), by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "County") and the UNIVERSITY OF MIAMI, a Florida not-for-profit corporation ("University") (the County and University are collectively referred to as the "Parties").

RECITALS

A. The Parties have entered into that certain Lease Agreement dated January 3, 1957, recorded in Official Records Book 4250, Page 154 of the Public Records of Miami-Dade County, Florida, as amended by that certain Agreement dated December 8, 1959 recorded in Official Records Book 4250, Page 151 of the Public Records of Miami-Dade County, Florida (collectively the "Lease" or "Agreement") for the lease of certain land more particularly described therein ("Leased Premises" or "Property"). The term of the Lease ("Term") expires on January 1, 2056.

B. The Parties desire to modify the Lease to extend the Term and modify the Lease as more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual promises of the Parties contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties desire to amend the Lease to incorporate the same and agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference and made a part hereof.

2. Lease Amendments.

2.1 Term. The Term of the Lease shall be extended and shall expire on September 30, 2134.

2.2 Use. Article 4 is deleted in its entirety and replaced with Article 4A as follows:

"4A. Notwithstanding Articles 1-3 above, the University may use the Property for additional medical, healthcare, clinical care, research and medical education-related uses for the community interest and welfare including without limitation medical school facilities, multispecialty medical practices, offices, hospital facilities, urgent care centers, and emergency departments, as outlined in the preliminary Master Facility Plan for the University's campus adjacent to Jackson Memorial Hospital attached hereto as Schedule 2.2 (as modified, amended, supplemented and replaced from time to time, "Master Facility Plan"), together with ancillary, incidental and supporting uses and services, including

pharmacy, medical office, parking, retail, food and beverage, and green spaces in connection with the aforementioned uses. The foregoing uses (inclusive of the uses set forth in Articles 1-3 above) shall be collectively referenced as the "Permitted Use." Recognizing the long-term nature of this Lease and innovations in the healthcare industry over time, the Parties have agreed to the general scope of uses for the Property set forth in the Master Facility Plan with the understanding and agreement that the specific uses located on the Property may evolve over time. The University shall continuously use the Property solely for the Permitted Use for the Term of this Lease, provided that closures following casualty or condemnation, during periods of renovation, replacement or redevelopment of improvements and other customary closures shall be expressly permitted. The Parties agree that any changes to the Permitted Use shall require the County's prior express written consent, which may be granted or denied through its Board of County Commissioners."

2.3 Termination. The following is added as Article 4B of the Lease:

"4B. The University agrees that its operations on the Leased Premises shall be solely within the scope of the Permitted Use, and that if for any reasons it shall become impossible or impractical to conduct such operations within the Permitted Use, or if they shall fail to operate as such for a period of one (1) year following written notice of such failure from the County, then in such event this Lease shall stand terminated, become null and void and of no further force and effect, and all of the land and improvements thereon shall become the property of the County. The foregoing termination provision shall not apply to any periods of nonuse or reduced use of the Leased Premises following casualty or condemnation, during periods of renovation, replacement or redevelopment of improvements or other customary closures."

2.4 Default. Article 11 of the Lease is deleted in its entirety and replaced as follows:

"Except as otherwise provided in this Lease, including Article 4.B of this Lease, with respect to any non-monetary default by the University under the provisions of this Lease, the County shall not have the right to exercise any remedies under the provisions of this Lease, at law or in equity by reason of such non-monetary default, unless such default remains uncured for a period of thirty (30) days following written notice from the County to the University (provided that if the non-monetary default is of a nature that cannot reasonably be cured within said thirty (30) day period, the University shall have such additional time as may be reasonably necessary to cure such default so long as it promptly commences the cure given the nature of the default and pursues the cure with commercially reasonable diligence). In the event such non-monetary default is not cured within the foregoing cure period, the County shall have the right, at its option and in addition to such other legal or equitable remedies as may be available under Florida law, to: (i) terminate this Lease and the University's right of possession; (ii) terminate the University's right to possession, but not this Lease; or (iii) bring a legal or equitable proceeding against the University to enforce compliance with the monetary and/or non-monetary provisions hereof. With respect to any termination or cancellation under this Lease, the Property and improvements thereon shall revert to the County at no cost or expense to the County. The University agrees that under no circumstances shall the University be entitled to any

termination or cancellation fee or any similar economic incentive or payment with regard to this Lease should this Lease be terminated or cancelled. Notwithstanding anything in this Lease to the contrary, the County shall not have the right to terminate or cancel this Lease or terminate the University's right to possession of the Property under this Article or any other provision of this Lease unless such termination or cancellation is authorized and approved by resolution of the Board of County Commissioners at a regular public meeting or special meeting open to the public called for such purpose."

2.5 Indemnification and Hold Harmless. The following is added as Article 13 of the Lease:

"The University shall defend, indemnify and save the County, the Public Health Trust of Miami-Dade County ("Public Health Trust"), and their respective agents, employees, officers and trustees, harmless from and against any and all claims, demands, suits, actions, damages, liability and expense, including reasonable attorney's fees, which may arise out of or in connection with any accident, injury or damage whatsoever caused to any person or property arising out of or in connection with the University's tenancy hereunder, or occurring in, on or about the Property arising from any action or omission of the University, its affiliates, agents, contractors or subcontractors, employees, servants, patrons, customers, guests, or subtenants; any regulatory compliance matters under this Lease; or the University's breach of any terms of this Lease; provided nothing herein shall be construed to require the University to indemnify and save the County or Public Health Trust harmless when the claims, demands, suits, actions, damages, liability and/or expense arise solely from the negligence or willful misconduct of the County, its agents, officers, employees, servants, contractors or subtenants.

To the extent allowed by law, the County shall, subject to the limitations of Section 768.28, Florida Statutes, as amended, indemnify and save the University, its agents, employees, officers and trustees, harmless from and against any and all claims, demands, suits, actions, damages, liability and expense, including reasonable attorney's fees, which may arise out of or in connection with the negligent acts or omission of the County, its agents, servants or employees, related to the Property; or the County's breach of any terms of this Lease; provided nothing herein shall be construed to require the County to indemnify and save the University when the claims, demands, suits, actions, damages, liability and/or expense arise solely from the negligence or willful misconduct of the University, its officers, employees, servants, or contractors.

All personal property placed or moved onto the Property or into any improvements thereon will be at the risk of the University or those claiming under it. Neither the County nor the Public Health Trust will be liable to the University or others for any damages to person or property arising from theft, vandalism, any malfunction on the Property, or any act or omission of any occupant at the Property or of any other person, except as such damages may be caused solely by the negligent acts or omissions or willful misconduct of the County or the Public Health Trust. In no event will the County or the Public Health Trust be liable for consequential damages, including, without limitation, lost profits, to the University or any of the University's agents."

2.6 Assignment and Subletting. The following is added as Article 14 of the Lease:

“A. The University shall neither transfer nor assign this Lease, in whole or in part, without the County’s prior written consent. Consent by the County to any transfer or assignment shall not constitute a waiver of the requirement for such consent to any subsequent transfer or assignment. Transfers by operation of law, merger, consolidation, reorganization or other change of the University’s corporate, partnership or proprietary structure or ownership shall constitute a transfer that requires the consent of the County hereunder; excluding, however, any entity restructure (through merger, consolidation or other restructuring) for bona fide business purposes and any assignment of this Lease in connection therewith, provided that (a) the resulting entity following the restructure continues to operate in furtherance of the mission of the University prior to the restructure, (b) the restructure does not result in a joint venture, partnership or the creation of an entity in which a third party healthcare related competitor of the Public Health Trust has an ownership interest, and (c) the tenant under the Lease remains a nonprofit entity that is exempt from federal taxation pursuant to Section 501(a) of the Internal Revenue Code (or any successor provision thereto) and is a nonprofit entity organized for the purposes of promoting public or community interest and welfare in accordance with Section 125.38 of the Florida Statutes (or any successor provision thereto).

B. The University shall have the right, from time to time and at any time, to sublease all or any portion of the Property upon notice to (but without the consent of) the County and the Public Health Trust, provided that the use of the sublet premises is a Permitted Use. Any sublease for a use that is not a Permitted Use shall require the County’s prior written consent, which may be granted or denied through its Board of County Commissioners. All subleases permitted or approved hereunder shall be subject to the same conditions, obligations, and terms set forth in the Lease, and the University shall remain fully liable to the County for fulfilling all obligations, conditions, and terms of this Lease throughout the entire Term.”

2.7 Utilities. The following is added as Article 15 of the Lease:

“The University is responsible for and shall bear the expense of the relocation, adjustment, revision or realignment of any existing above or below-grade utilities necessary or desirable for the use and operation of the Property or the improvements located thereon. Such activity shall not materially or adversely interfere with County or Public Health Trust operations. Any relocation or removal of water and sewer facilities located on or under the Property required by the University shall be performed in coordination with the Miami-Dade Water and Sewer Department (“WASD”), in accordance with plans and specifications approved by WASD. The County agrees to cooperate with the University to the extent that the County, as owner of the Property, needs to participate or join in or grant easements or easement modifications to utility providers for the installation, extension, relocation and/or upgrade of utilities as may be necessary for the University to develop, use and operate the Property in accordance with and in a manner permitted under this Agreement, provided that such joinders by County shall be at no cost to County other than

its costs of review, and also provided that the location and terms of any such easements shall be reasonably acceptable to County, which acceptance shall not be unreasonably withheld, conditioned or delayed. The County Mayor, or Mayor's designee, shall have the power, authority and right, on behalf of the County, in its capacity as landlord hereunder, and without any further resolution or action of the County Commission to execute on behalf of landlord, utility easements and water and sewer connection agreements needed to accomplish the construction of any and all improvements in and refurbishments of the Property and any infrastructure associated therewith, provided that such easements: (i) are non-exclusive; (ii) are in compliance with Resolution No. R-504-15; (iii) are no larger in size or scope than is necessary for the construction, operation and maintenance of such utilities to service the intended development; and (iv) does not allow the grantee to grant access to the easement to any other entity or individual other than the grantee."

2.8 Bonds. The following is added as Article 16 of the Lease:

"Prior to commencing any improvements, including construction, restoration, and/or repair to the Property, including the purchase of supplies and/or materials from materialmen and suppliers, and/or before recommencing any such work or repair after a default or abandonment, University shall obtain and deliver to the County, at University's sole cost and expense, a payment and performance bond, not less than ten (10) days prior to the anticipated commencement of any construction provided for under this Agreement, including the Improvements and restoration and repairs, or the anticipated purchase of supplies and/or materials, provided that, if the contracted work is in the amount of \$200,000 or less (or the then applicable threshold amount, if any, for the exemption from the bond requirement under county contracts pursuant to Section 255.05(1)(d), Florida Statutes or any successor provision), no payment or performance bond shall be required. The payment and performance bond shall be equal to the total cost of construction as reflected in the construction contract, as amended, between University and its general contractor ("Bond"). Each Bond shall be in compliance with all applicable laws and the form substantially prescribed by Section 255.05, Florida Statutes, as amended, and in compliance with the applicable requirements of Section 255.05(1)(a) and (c), Section 255.05(3), and Section 255.05(6), and shall name Miami-Dade County, and the University beneficiaries thereof, as joint obligees. The University shall be responsible for recording the bonds in the public records of Miami-Dade County, Florida, and providing notice to subcontractors and suppliers, as required by Section 255.05 of the Florida Statutes. Said payment and performance bonds shall be maintained in full force and effect for the duration of any construction and/or repair project."

2.9 Alternative Security. The following is added as Article 17 of the Lease:

"Alternatively to the Section 255.05 payment and performance bond, University may: (a) provide the County with an alternate form of security in the form of a certified check that the County may deposit in a County-controlled bank account or an irrevocable letter of credit in a form and for an amount that is acceptable to the County ("Alternative Security"), to remain in place until evidence reasonably satisfactory to the County is submitted to demonstrate all contractors performing improvements on the Property have been paid and the Building and improvements have obtained applicable certificates of completion and

occupancy, and such Alternative Security shall meet the specification set forth below; (b) require that each prime contractor hired by the University to perform work or make improvements on the Property shall provide a performance bond with a surety insurer authorized to conduct business in the State of Florida as a surety in an amount not less than 100% of the respective contract in a form acceptable to the County to ensure that the construction work shall be completed by the contractor or, on its default, the surety shall name Miami-Dade County as additional obligee and shall meet the specifications set forth below; and (c) require that each prime contractor hired by the University to perform work or make improvements on the Property shall provide a payment bond with a surety insurer authorized to conduct business in the State of Florida as a surety in an amount not less than 100% of its respective contract in a form acceptable to the County to secure the completion of such prime contractor's work free from all liens and claims of subcontractors, mechanics, laborers and materialmen under such prime contractor and shall name Miami-Dade County as additional obligee and payee. Notwithstanding the foregoing, if the contracted work is in the amount of \$200,000 or less (or the then applicable threshold amount, if any, for the exemption from the bond requirement under county contracts pursuant to Section 255.05(1)(d), Florida Statutes or any successor provision), no payment or performance bond or alternate form of security shall be required. The Alternative Security and the bond shall comply with the requirements of Section 255.05, Florida Statutes, as amended.

If the University provides the Alternative Security, the University shall also comply with the following obligations:

(1) University shall obtain a conditional release of lien from each of its prime contractors at the time each progress payment is made.

(2) University shall obtain an unconditional release of lien from each of its prime contractors within five (5) business days after payment is made.

(3) In the event University's contractors claim non-payment, or fail to timely provide unconditional releases of lien within the timeframe stipulated under these terms, the University reserves the right, but not the obligation to:

(a) reduce the amount in question from the cash deposit or security posted until the claim is liquidated; or

(b) appropriate funds for such payment from any cash deposit or security posted and make payment directly to the claimant.

In either of cases 3(a) or 3(b), the University shall within ten (10) business days of the County's notification deposit an amount equal to the reduced/disbursed amount in the County's escrow account or increase the Alternative Security to replenish the original amount of the cash deposit or security posted."

2.10 Representations. The following is added as Article 18 of the Lease:

“The Parties represent and warrant to each other that this Lease is not made for the purpose of causing or securing a fee or other compensation for the referral of patients. The Parties hereby expressly acknowledge that no payment or provision hereunder: (a) is a payment or is intended to constitute a payment as compensation, remuneration, or an inducement for the referral of any individual for the furnishing or the arranging the furnishing, leasing, ordering of any good, item or service, for which payment may be made in whole or in part under any Federal Health Care Program; or (b) represents a payment, remuneration or compensation that would violate any federal or state law regarding health care or the practice of medicine.”

2.11 County as Sovereign. The following is added as Article 19 of the Lease:

**“COUNTY AS SOVEREIGN; NO LIABILITY
FOR EXERCISE OF POLICE POWER”**

It is expressly understood and agreed that notwithstanding any other provision of this Lease and the County’s status thereunder:

A. The County retains all of its sovereign prerogatives and rights and regulatory authority as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, installation, construction and improvement of the Property and/or the operation thereof, or be liable for the same; and the County shall not by virtue of this Lease be obligated to grant the University any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, installation, improvement, construction, repair, and/or operation of the Property.

B. Notwithstanding and prevailing over any contrary provision in this Agreement or any other document relating to this matter, including any County covenant or obligation that may be contained in this Agreement, or any implied or perceived duty or obligation of the County, including but not limited to the following: (a) to cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the University, regardless of the purpose required for such cooperation; (b) to execute documents or give approvals, regardless of the purpose required for such execution or approvals; (c) to apply for or assist University in applying for any county, city or third party permit or needed approval; or (d) to contest, defend against, or assist the University in contesting or defending against any challenge of any nature, shall not bind the Board of County Commissioners, the Regulatory and Economic Resources (RER) department or any other county, city, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the County or any other applicable government agencies in the exercise of its police power; and the County shall be released and held harmless, by the University from and against any liability, responsibility, claims, consequential or other damages, or losses to the University or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes,

variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the Parties recognize that the approval of any building permit or certificate of occupancy will require the County to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Agreement to the contrary, the County shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. The County's obligation to use reasonable good faith efforts in the permitting of the use of County-owned property regarding the Property shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by University as authorized by this Agreement. Moreover, in no event shall a failure of the County to adopt any of the University's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Agreement."

2.12 Power and Authority. The following is added as Article 20 of the Lease:

"The County Mayor or Mayor's designee shall have the power, authority and right, on behalf of the County, in its capacity as owner of the Property hereunder, and without any further resolution or action of the County Commission, to (a) review and approve documents, plans, applications, lease assignments and requests required or allowed by the University to be submitted to the County pursuant to this Lease, (b) consent to actions, events and undertakings by the University for which consent is required by the County under this Lease, (c) execute on behalf of the County any and all consents, agreements, covenants, easements (including utility easements, in accordance with Article 16 of this Lease), plats, applications or other documents needed to comply with applicable regulatory procedures or to secure financing, permits or other approvals (as applicable) to accomplish the construction of any and all improvements in and refurbishments of the Leased Premises, provided that: (i) such action shall be at no cost to the County other than its cost of review of such documents, (ii) such action shall not impose additional material obligations or liabilities on the County (and is not reasonably likely to impose same), and (iii) the form and provisions of any such documents shall be acceptable to the County in its reasonable discretion, (d) to amend this Lease to correct any typographical or non-material errors or to address revisions or supplements hereto of a non-material nature, and (e) execute on behalf of the County other instruments and/or to take customary actions in connection with this Lease, including, without limitation, consents, approvals, joinders, estoppel certificates and recognition and non-disturbance agreements, so long as such actions comply with clauses (i) and (ii) above, and are consistent with the provisions of this Lease. Notwithstanding the foregoing and any obligations to cooperate in this Lease, the County is under no obligation to join the University in applying for, obtaining, or maintaining financing or to provide support or assistance to the University in obtaining any financing. Additionally, notwithstanding any of the foregoing, in no event shall the County be required to waive, relinquish or diminish any right or privilege of the County in connection with the matters contemplated above, and in no event shall same result in any waiver, relinquishment or diminishment of any County right or privilege. Prior to submitting a request for review or action to the County Mayor or County Mayor's designee in accordance with this Article, the University shall first provide notice in writing to the

Public Health Trust of its intent to do so. Such notice to the Public Health Trust shall be sufficient for purposes of this section when it is mailed to: 1611 NW 12th Avenue, Miami, Florida 33136, Attn: Real Estate Services, and includes a description of the action requested of the County.”

2.13 Independent Private Sector Inspector General. The following is added as Article 21 of the Lease to the extent applicable to the terms of the Lease:

**“INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL;
COUNTY INSPECTOR GENERAL**

A. Pursuant to the Code of Miami-Dade County, Resolution No. R-516-96 of the Board of County Commissioners, and Miami-Dade County Administrative Order 3-20, and in connection with the award of this Agreement, the County has the right to retain the services of an Independent Private Sector Inspector General (“IPSIG”) whenever the County deems it appropriate to do so. Upon written notice from the County, the University shall make available, to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement, for inspection and copying. The County will be responsible for the payment of these IPSIG services, and under no circumstance shall the University’s payments under this Agreement be inclusive of any charges relating to these IPSIG services. The terms of this Article 21A shall apply to the University, its officers, agents, employees and assigns.

Nothing contained in this Article 21A shall impair any independent right of the County to conduct, audit, or investigate the operations, activities and performance of the University in connection with this Agreement. The terms of this Article 21A are neither intended nor shall the University construe them to impose any liability on the County.

B. According to Section 2-1076 of the Code of Miami-Dade County, the County has established the Office of the Inspector General which may, on a random basis, perform audits, inspections, and reviews of all County contracts. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the County under this Agreement will be assessed one quarter of one (0.25%) percent of the total amount of the payment, to be deducted from each payment as the same becomes due, unless such payments are federally or state funded where federal or state law or regulations preclude such a charge. The University shall, in stating its agreed process, be mindful of this assessment, which will not be separately identified, calculated or adjusted in the University’s proposal. The audit cost shall also be included in all change orders and all Lease renewals and extensions, if applicable.

The Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate,

monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, proposal specifications, proposal submittals, activities of the University, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days' written notice to the University, the University shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the University's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the Agreement, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and Lease documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforementioned documents and records.

The University shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (proposal preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition: (i) if this Agreement is completely or partially terminated, the University shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and (ii) the University shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.

The provisions in this Article 21B shall apply to the University, its officers, agents, employees, subcontractors and suppliers. The University shall incorporate the provisions in this Article 21B in all subcontracts and all other agreements executed by the University in connection with the performance of this Agreement. Nothing in this Article 21B shall impair any independent right of the County to conduct audits or investigative activities. The provisions of this Article 21B are neither intended nor shall they be construed to impose any liability on the County by the University or third parties.

Exception: The above application of one quarter of one (0.25%) percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the agreement is approved by the County; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; (n) inter-local agreements; and (o) grant agreements granting not-for-profit organizations Building Better Communities General Obligation Bond Program funds. Notwithstanding

the foregoing, the County may authorize the inclusion of the fee assessment of one-quarter of one (0.25%) percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all the County contracts including, but not limited to, those contracts specifically exempted above.”

2.14 Compliance with Laws. The following is added as Article 22 to the Lease:

“A. The University agrees to comply with all applicable federal, state and local laws, ordinances or regulations currently in existence or which may be enacted in the future, including, but not limited to, County and Public Health Trust policies which may be applicable to the University’s construction, use and/or occupancy of the Property and any buildings and other improvements thereon, or the University’s performance under this Lease, including, but not limited to, the Americans with Disabilities Act and the Florida Accessibility Code. The University shall be solely responsible, at its cost and expense, for obtaining any and all permits, licenses, and/or approvals currently required or which may be required in the future and which are necessary or desirable for the construction, use, and/or occupancy of the Property and any improvements thereon, including but not limited to demolition and building permits, occupational licenses, etc. The University shall also be solely responsible for paying any and all fees, taxes and/or assessments related to the University’s construction, use and/or occupancy of the improvements, including but not limited to, impact fees.

B. In the event the University is notified of any violation(s) of codes, ordinances, or regulations not attributable to the County or the Public Health Trust’s actions, either by any jurisdictional authority or by the Public Health Trust, the University shall proceed as promptly as possible to begin and remedy such violation(s) and shall diligently pursue the same to completion.”

2.15 Hazardous Materials. The following is added as Article 23 to the Lease:

“The University shall not permit the presence, handling, storage or transportation of hazardous or toxic materials or medical waste in or about the Property or the improvements thereon, except in strict compliance with all laws, ordinances, rules, regulations, orders and guidelines of all government authorities having jurisdiction, and the applicable board of insurance underwriters. The University shall obtain and maintain, throughout the term of this Lease, all licenses and permits required in connection with the University’s activities involving hazardous or toxic materials or medical waste. The University represents and warrants that the University, its vendors, agents, employees and invitees shall at all times during the term of this Lease be in compliance with all toxic waste regulations. The University shall indemnify, defend and hold the County and the Public Health Trust of Miami-Dade County and their agents and mortgagees harmless from and against any and all claims, liabilities, injuries, damages, costs and expenses (including attorneys’ fees and costs through appeal) arising out of or in connection with any breach of this Article by the University, its agents, contractors or subtenants. This indemnity shall survive the expiration or termination of this Lease. Nothing herein shall be construed to make the University

liable for any environmental conditions on the Property not caused, directly or indirectly, by the University.”

2.16 Insurance. The following is added as Article 24 to the Lease:

“Insurance.

- A. Tenant shall maintain the following insurance coverage during the term of this Lease:
 - (i) Public Liability Insurance on a comprehensive basis and contractual liability in amounts not less than \$1,000,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage, and Contractual Liability Insurance covering all liability arising out of the terms of this Lease.
 - (ii) Automobile liability, and hired vehicles with limits of not less than \$1,000,000 per occurrence of bodily injury and \$100,000 per occurrence for property damage.
 - (iii) Worker’s Compensation Insurance as required by Florida Statutes, Chapter 440.
- B. The insurance coverage required herein shall include those classifications as listed in Standard Liability Insurance Manuals which must nearly reflect the operations of the Tenant under this Lease.
- C. All insurance policies required under this Lease shall be issued by companies authorized to do business under the laws of the State of Florida, and the financial rating of the insurance company insuring the Tenant’s interest should be at least twelve (12) in accordance with the Best Rating Guide on a scale of one (1) through fifteen (15).
- D. Miami-Dade County and the Public Health Trust of Miami-Dade County shall be named additional insured in policies of insurance required by this Section.
- E. The Tenant shall, upon execution of this Amendment, furnish evidence of insurance required herein to the Trust, subject to the approval of the Trust, and thereafter indicate that the Tenant has obtained insurance in the type, amount and classification as required for strict compliance of this Exhibit and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Trust. The Trust reserves the right to reasonably amend the insurance requirements herein by the issuance of notice, in writing, to the Tenant.
- F. Compliance with the foregoing requirements shall not relieve the Tenant of any liability or obligations under this Exhibit or any other portion of this Lease. If determined necessary by the Trust, the Tenant shall deliver to the Trust, upon demand, certified copies of any policies required herein for review and completion of said review, said policies shall be returned to the Tenant. However, no default is to be charged against the Tenant by reason of inaction of the Trust in passing on the insurance policy offered by the Tenant.
- G. At no time shall the Property be without insurance coverage as described herein.
- H. Alternatively, Tenant may self-insure the risks required to be insured under this Agreement

through a program of self-insurance and excess insurance or a blanket policy or policies covering other properties of Tenant.”

2.17 Liens. Article 10 is deleted in its entirety and replaced with the following:

“The University agrees not to suffer the estate of the County and the Public Health Trust in the Property at any time during the term of this Lease to become subject to any lien, charge, or encumbrance whatsoever, and to indemnify and keep indemnified the County and the Public Health Trust against all such liens, charges and encumbrances, it being expressly agreed that the University shall have no authority, express or implied, to create any lien, charge, or encumbrance on the estate of the County in the Property. In accordance with the applicable provisions of the Florida Mechanics’ Lien Law and specifically, 713.10, Florida Statutes, as may be amended, no interest of the County or the Public Health Trust shall be subject to liens for improvements made or caused to be made by the University. The University, with respect to improvements or alterations made or caused to be made by it, shall promptly notify its contractor(s) of this provision, exculpating the County and the Public Health Trust from liability for such liens.”

2.18 General Provisions. The following is added as Article 25 to the Lease:

“GENERAL PROVISIONS

A. No Warranties. The University agrees that in entering this Lease, it is governed by its own inspection of the Property and its own judgment of its desirability for its purposes, and has not been governed or influenced by any representation of the Public Health Trust as to the condition or character of the Property. Except as may be explicitly stated herein, the County makes no warranties of any kind with respect to the Property.

B. Good Standing of Service Contractor. University shall not enter into any service contract with a vendor that has been debarred by the County or the Public Health Trust.

C. Venue. The provisions of this Lease shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation between the parties regarding the terms of performance of this Lease shall be exclusively in the state or federal courts located in Miami-Dade County, Florida.

D. Public Records. University acknowledges that the County is a public entity, is subject to Florida’s public records laws, which makes all written materials communicated to or from County pursuant to this Lease subject to disclosure under such laws unless specifically exempted from disclosure or made confidential. Nothing contained in this Amendment shall be deemed or construed as a waiver of any rights of protection afforded by applicable law with respect to confidentiality or privilege of the University’s records and materials relating to this Lease, including attorney-client privilege and proprietary work product.

E. Supporting Services. The University agrees that neither the County nor the

Public Health Trust shall be responsible for providing the premises herein leased, or any improvements thereon, with supporting services such as electricity, water, gas, exterior or interior maintenance, janitorial or linen services, exterior signs, traffic markings or other like supporting services, except by separate agreement or instrument.

F. Human Trafficking Affidavit. By entering into, amending, or renewing the Lease, the University is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "as amended." This compliance includes the University providing an affidavit that it does not use coercion for labor or services. This attestation by the University shall be in the form attached hereto and incorporated herein as Exhibit "A" and must be executed by the University and provided to the County when entering, amending, or renewing the Lease. This Lease shall be void if the University knowingly submits a false Affidavit pursuant to Section 787.06, F.S., or the University knowingly violates Section 787.06, F.S., during the term of the Lease, even if the University was not in violation at the time it submitted its Affidavit.

G. Septic Tanks. The University shall ensure that the Property, and any buildings constructed thereon, are connected to a sanitary sewer system, and the costs associated therewith, including that of establishing or maintaining any infrastructure necessary for such connection, shall be borne solely by the University. Septic tanks shall not be a permissible use with respect to any use or development on the Property.

H. No Waiver. The failure of either Party in any one or more instances to insist upon the strict performance of any of the covenants of this Lease or to make an election to terminate for breach of the terms of this Lease, shall not be construed as a waiver or relinquishment for the future of any covenant, condition, agreement or election, but the same shall continue and remain in full force and effect.

I. Inspection by County. The County and the Public Health Trust, by their authorized personnel, may enter upon the Property hereby leased to the University at any reasonable time during business hours for the purpose of making reasonable inspections, incidental to or connected with the performance of the provisions of this Lease, or in the exercise of its governmental functions.

3. Ratification. Except as modified by this Amendment, the Lease shall remain otherwise unmodified and in full force and effect and the parties ratify and confirm the terms of the Lease as modified by this Amendment. The County acknowledges and affirms that, as of the Effective Date the Lease is in full force and effect.

4. Entire Agreement. Conflicts. The Lease, as amended, contains the entire agreement between the parties as to the Leased Premises, and there are no other agreements, oral or written, between the parties relating thereto. All future references to the Lease shall mean the Lease as modified by this Amendment. In the event of a conflict between the terms, covenants, conditions and provisions of the Lease and this Amendment, this Amendment shall control.

5. Definitions. Capitalized terms used but not defined in this Amendment shall have the same definitions given to them in the Lease unless the context clearly indicates a contrary

intent. If there is any conflict between the terms of this Amendment and the Lease, the terms of this Amendment shall control. For purposes of this Amendment, the term "Amendment Date" shall mean the date on which this Amendment is executed by the last one of the parties to do so.

6. Benefit and Binding Effect. Amendment. This Amendment shall be binding upon and inure to the benefit of the parties to this Amendment, their legal representatives, successors, and permitted assigns. This Amendment may not be changed, modified, or discharged in whole or in part except by an agreement in writing signed by all parties to this Amendment.

7. Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same instrument. The electronic signature of any party hereto shall be as binding as the original signature of such party for all purposes; and the copy of any party's signature to this Amendment delivered by facsimile, e-mail, or such other electronic means shall be as binding and enforceable as the party's original signature to this Amendment.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS

NOW THEREFORE, in consideration of the mutual entry into this Amendment, for other good and valuable consideration, and intending to be legally bound, the Parties have executed this Amendment as of the Amendment Date.

MIAMI-DADE COUNTY, FLORIDA, a
political subdivision of the State of Florida,
by its Board of County Commissioners

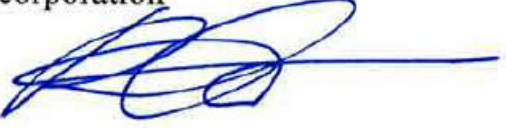
By: _____

Name: _____

Title: _____

Date: _____

UNIVERSITY OF MIAMI, a Florida not-
for-profit corporation

By:  _____

Name: Ramon Coto

Title: Vice President and Chief Financial
Officer

Date: _____

EXHIBIT A

HUMAN TRAFFICKING AFFIDAVIT

The Human Trafficking Affidavit is required by Section [787.06](#), Florida Statutes ("F.S."), as amended by [HB 7063](#), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Tenant (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the Landlord (Governmental Entity). The term Governmental Entity has the same meaning as in [Section 287.138\(1\), F.S.](#)

University of Miami

_____ does not use coercion for labor or services as defined in Section [787.06, F.S.](#)

Lessee's Legal Company Name

Pursuant to Section [92.525, F.S.](#), under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Lessee's Authorized Representative: Ramon Coto

Title of Lessee's Authorized Representative: Vice President and Chief Financial Officer

Signature of Lessee's Authorized Representative:



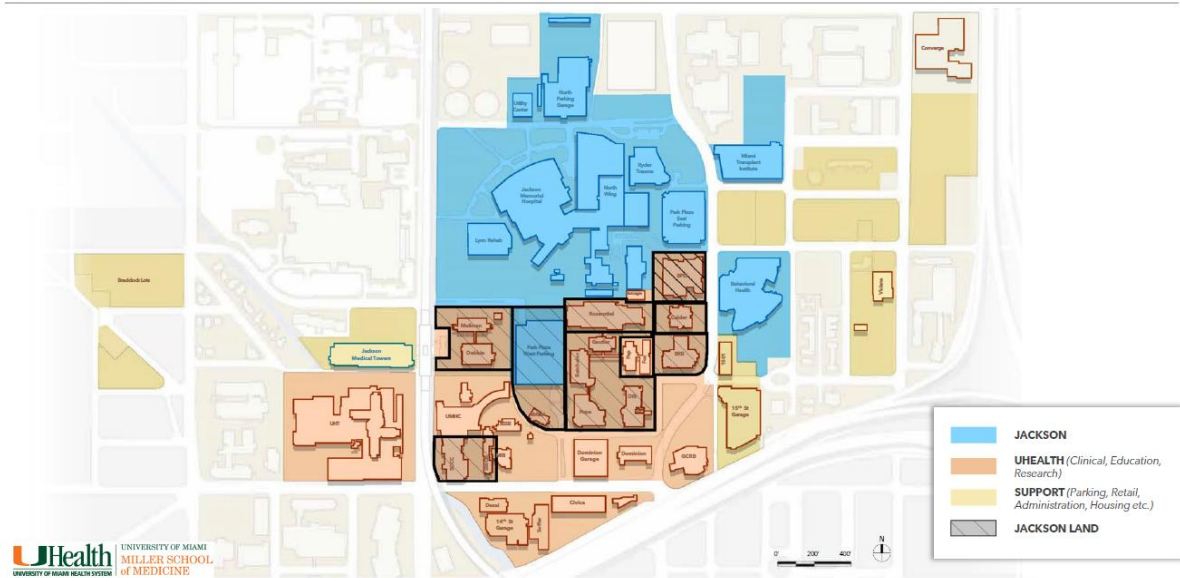
Date:

SCHEDULE 2.2

Preliminary Master Facility Plan

(The attached plan is to be used for illustrative purposes, and is not to be considered an exhaustive list)

HEALTH DISTRICT FUTURE STATE MAPPING



Confidential

FIRST AMENDMENT TO LEASE AGREEMENT
(ROSENSTIEL TRACT C)

This FIRST AMENDMENT TO LEASE AGREEMENT (“Amendment”) is entered into as of _____, 2026 (“Amendment Date”), by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the “County”) and the UNIVERSITY OF MIAMI, a Florida not-for-profit corporation (“University”) (the County and University are collectively referred to as the “Parties”).

RECITALS

A. The Parties have entered into that certain Lease Agreement dated March 19, 1963, recorded in Official Records Book 4250, Page 159 of the Public Records of Miami-Dade County, Florida (the “Lease” or “Agreement”) for the lease of certain land more particularly described therein (“Leased Premises” or “Property”). The term of the Lease (“Term”) expires on February 15, 2062.

B. The Parties desire to modify the Lease to extend the Term and modify the Lease as more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual promises of the Parties contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties desire to amend the Lease to incorporate the same and agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference and made a part hereof.

2. Lease Amendments.

2.1 Term. The Term of the Lease shall be extended and shall expire on September 30, 2134.

2.2 Use. Article 4 is deleted in its entirety and replaced with Article 4A as follows:

“4A. Notwithstanding Articles 1-3 above, the University may use the Property for additional medical, healthcare, clinical care, research and medical education-related uses for the community interest and welfare including without limitation medical school facilities, multispecialty medical practices, offices, hospital facilities, urgent care centers, and emergency departments, as outlined in the preliminary Master Facility Plan for the University’s campus adjacent to Jackson Memorial Hospital attached hereto as Schedule 2.2 (as modified, amended, supplemented and replaced from time to time, “Master Facility Plan”), together with ancillary, incidental and supporting uses and services, including pharmacy, medical office, parking, retail, food and beverage, and green spaces in

connection with the aforementioned uses. The foregoing uses (inclusive of the uses set forth in Articles 1-3 above) shall be collectively referenced as the "Permitted Use." Recognizing the long-term nature of this Lease and innovations in the healthcare industry over time, the Parties have agreed to the general scope of uses for the Property set forth in the Master Facility Plan with the understanding and agreement that the specific uses located on the Property may evolve over time. The University shall continuously use the Property solely for the Permitted Use for the Term of this Lease, provided that closures following casualty or condemnation, during periods of renovation, replacement or redevelopment of improvements and other customary closures shall be expressly permitted. The Parties agree that any changes to the Permitted Use shall require the County's prior express written consent, which may be granted or denied through its Board of County Commissioners."

2.3 Termination. The following is added as Article 4B of the Lease:

"4.B The University agrees that its operations on the Leased Premises shall be solely within the scope of the Permitted Use, and that if for any reasons it shall become impossible or impractical to conduct such operations within the Permitted Use, or if they shall fail to operate as such for a period of one (1) year following written notice of such failure from the County, then in such event this Lease shall stand terminated, become null and void and of no further force and effect, and all of the land and improvements thereon shall become the property of the County. The foregoing termination provision shall not apply to any periods of nonuse or reduced use of the Leased Premises following casualty or condemnation, during periods of renovation, replacement or redevelopment of improvements or other customary closures."

2.4 Default. Article 10 of the Lease is deleted in its entirety and replaced as follows:

"Except as otherwise provided in this Lease, including Article 4.B of this Lease, with respect to any non-monetary default by the University under the provisions of this Lease, the County shall not have the right to exercise any remedies under the provisions of this Lease, at law or in equity by reason of such non-monetary default, unless such default remains uncured for a period of thirty (30) days following written notice from the County to the University (provided that if the non-monetary default is of a nature that cannot reasonably be cured within said thirty (30) day period, the University shall have such additional time as may be reasonably necessary to cure such default so long as it promptly commences the cure given the nature of the default and pursues the cure with commercially reasonable diligence). In the event such non-monetary default is not cured within the foregoing cure period, the County shall have the right, at its option and in addition to such other legal or equitable remedies as may be available under Florida law, to: (i) terminate this Lease and the University's right of possession; (ii) terminate the University's right to possession, but not this Lease; or (iii) bring a legal or equitable proceeding against the University to enforce compliance with the monetary and/or non-monetary provisions hereof. With respect to any termination or cancellation under this Lease, the Property and improvements thereon shall revert to the County at no cost or expense to the County. The University agrees that under no circumstances shall the University be entitled to any termination or cancellation fee or any similar economic incentive or payment with regard

to this Lease should this Lease be terminated or cancelled. Notwithstanding anything in this Lease to the contrary, the County shall not have the right to terminate or cancel this Lease or terminate the University's right to possession of the Property under this Article or any other provision of this Lease unless such termination or cancellation is authorized and approved by resolution of the Board of County Commissioners at a regular public meeting or special meeting open to the public called for such purpose."

2.5 Indemnification and Hold Harmless. The following is added as Article 17 of the Lease:

"The University shall defend, indemnify and save the County, the Public Health Trust of Miami-Dade County ("Public Health Trust"), and their respective agents, employees, officers and trustees, harmless from and against any and all claims, demands, suits, actions, damages, liability and expense, including reasonable attorney's fees, which may arise out of or in connection with any accident, injury or damage whatsoever caused to any person or property arising out of or in connection with the University's tenancy hereunder, or occurring in, on or about the Property arising from any action or omission of the University, its affiliates, agents, contractors or subcontractors, employees, servants, patrons, customers, guests, or subtenants; any regulatory compliance matters under this Lease; or the University's breach of any terms of this Lease; provided nothing herein shall be construed to require the University to indemnify and save the County or Public Health Trust harmless when the claims, demands, suits, actions, damages, liability and/or expense arise solely from the negligence or willful misconduct of the County, its agents, officers, employees, servants, contractors or subtenants.

To the extent allowed by law, the County shall, subject to the limitations of Section 768.28, Florida Statutes, as amended, indemnify and save the University, its agents, employees, officers and trustees, harmless from and against any and all claims, demands, suits, actions, damages, liability and expense, including reasonable attorney's fees, which may arise out of or in connection with the negligent acts or omission of the County, its agents, servants or employees, related to the Property; or the County's breach of any terms of this Lease; provided nothing herein shall be construed to require the County to indemnify and save the University when the claims, demands, suits, actions, damages, liability and/or expense arise solely from the negligence or willful misconduct of the University, its officers, employees, servants, or contractors.

All personal property placed or moved onto the Property or into any improvements thereon will be at the risk of the University or those claiming under it. Neither the County nor the Public Health Trust will be liable to the University or others for any damages to person or property arising from theft, vandalism, any malfunction on the Property, or any act or omission of any occupant at the Property or of any other person, except as such damages may be caused solely by the negligent acts or omissions or willful misconduct of the County or the Public Health Trust. In no event will the County or the Public Health Trust be liable for consequential damages, including, without limitation, lost profits, to the University or any of the University's agents."

2.6 Assignment and Subletting. The following is added as Article 18 of the Lease:

“A. The University shall neither transfer nor assign this Lease, in whole or in part, without the County’s prior written consent. Consent by the County to any transfer or assignment shall not constitute a waiver of the requirement for such consent to any subsequent transfer or assignment. Transfers by operation of law, merger, consolidation, reorganization or other change of the University’s corporate, partnership or proprietary structure or ownership shall constitute a transfer that requires the consent of the County hereunder; excluding, however, any entity restructure (through merger, consolidation or other restructuring) for bona fide business purposes and any assignment of this Lease in connection therewith, provided that (a) the resulting entity following the restructure continues to operate in furtherance of the mission of the University prior to the restructure, (b) the restructure does not result in a joint venture, partnership or the creation of an entity in which a third party healthcare related competitor of the Public Health Trust has an ownership interest, and (c) the tenant under the Lease remains a nonprofit entity that is exempt from federal taxation pursuant to Section 501(a) of the Internal Revenue Code (or any successor provision thereto) and is organized for the purposes of promoting public or community interest and welfare in accordance with Section 125.38 of the Florida Statutes (or any successor provision thereto).

B. The University shall have the right, from time to time and at any time, to sublease all or any portion of the Property upon notice to (but without the consent of) the County and the Public Health Trust, provided that the use of the sublet premises is a Permitted Use. Any sublease for a use that is not a Permitted Use shall require the County’s prior written consent, which may be granted or denied through its Board of County Commissioners. All subleases permitted or approved hereunder shall be subject to the same conditions, obligations, and terms set forth in the Lease, and the University shall remain fully liable to the County for fulfilling all obligations, conditions, and terms of this Lease throughout the entire Term.”

2.7 Utilities. The following is added as Article 19 of the Lease:

“The University is responsible for and shall bear the expense of the relocation, adjustment, revision or realignment of any existing above or below-grade utilities necessary or desirable for the use and operation of the Property or the improvements located thereon. Such activity shall not materially or adversely interfere with County or Public Health Trust operations. Any relocation or removal of water and sewer facilities located on or under the Property required by the University shall be performed in coordination with the Miami-Dade Water and Sewer Department (“WASD”), in accordance with plans and specifications approved by WASD. The County agrees to cooperate with the University to the extent that the County, as owner of the Property, needs to participate or join in or grant easements or easement modifications to utility providers for the installation, extension, relocation and/or upgrade of utilities as may be necessary for the University to develop, use and operate the Property in accordance with and in a manner permitted under this Agreement, provided that such joinders by County shall be at no cost to County other than its costs of review, and also provided that the location and terms of any such easements

shall be reasonably acceptable to County, which acceptance shall not be unreasonably withheld, conditioned or delayed. The County Mayor, or Mayor's designee, shall have the power, authority and right, on behalf of the County, in its capacity as landlord hereunder, and without any further resolution or action of the County Commission to execute on behalf of landlord, utility easements and water and sewer connection agreements needed to accomplish the construction of any and all improvements in and refurbishments of the Property and any infrastructure associated therewith, provided that such easements: (i) are non-exclusive; (ii) are in compliance with Resolution No. R-504-15; (iii) are no larger in size or scope than is necessary for the construction, operation and maintenance of such utilities to service the intended development; and (iv) does not allow the grantee to grant access to the easement to any other entity or individual other than the grantee."

2.8 Bonds. The following is added as Article 20 of the Lease:

"Prior to commencing any improvements, including construction, restoration, and/or repair to the Property, including the purchase of supplies and/or materials from materialmen and suppliers, and/or before recommencing any such work or repair after a default or abandonment, University shall obtain and deliver to the County, at University's sole cost and expense, a payment and performance bond, not less than ten (10) days prior to the anticipated commencement of any construction provided for under this Agreement, including the Improvements and restoration and repairs, or the anticipated purchase of supplies and/or materials, provided that, if the contracted work is in the amount of \$200,000 or less (or the then applicable threshold amount, if any, for the exemption from the bond requirement under county contracts pursuant to Section 255.05(1)(d), Florida Statutes or any successor provision), no payment or performance bond shall be required. The payment and performance bond shall be equal to the total cost of construction as reflected in the construction contract, as amended, between University and its general contractor ("Bond"). Each Bond shall be in compliance with all applicable laws and the form substantially prescribed by Section 255.05, Florida Statutes, as amended, and in compliance with the applicable requirements of Section 255.05(1)(a) and (c), Section 255.05(3), and Section 255.05(6), and shall name Miami-Dade County, and the University beneficiaries thereof, as joint obligees. The University shall be responsible for recording the bonds in the public records of Miami-Dade County, Florida, and providing notice to subcontractors and suppliers, as required by Section 255.05 of the Florida Statutes. Said payment and performance bonds shall be maintained in full force and effect for the duration of any construction and/or repair project."

2.9 Alternative Security. The following is added as Article 21 of the Lease:

"Alternatively to the Section 255.05 payment and performance bond, University may: (a) provide the County with an alternate form of security in the form of a certified check that the County may deposit in a County-controlled bank account or an irrevocable letter of credit in a form and for an amount that is acceptable to the County ("Alternative Security"), to remain in place until evidence reasonably satisfactory to the County is submitted to demonstrate all contractors performing improvements on the Property have been paid and the Building and improvements have obtained applicable certificates of completion and occupancy, and such Alternative Security shall meet the specification set forth below; (b)

require that each prime contractor hired by the University to perform work or make improvements on the Property shall provide a performance bond with a surety insurer authorized to conduct business in the State of Florida as a surety in an amount not less than 100% of the respective contract in a form acceptable to the County to ensure that the construction work shall be completed by the contractor or, on its default, the surety shall name Miami-Dade County as additional obligee and shall meet the specifications set forth below; and (c) require that each prime contractor hired by the University to perform work or make improvements on the Property shall provide a payment bond with a surety insurer authorized to conduct business in the State of Florida as a surety in an amount not less than 100% of its respective contract in a form acceptable to the County to secure the completion of such prime contractor's work free from all liens and claims of subcontractors, mechanics, laborers and materialmen under such prime contractor and shall name Miami-Dade County as additional obligee and payee. Notwithstanding the foregoing, if the contracted work is in the amount of \$200,000 or less (or the then applicable threshold amount, if any, for the exemption from the bond requirement under county contracts pursuant to Section 255.05(1)(d), Florida Statutes or any successor provision), no payment or performance bond or alternate form of security shall be required. The Alternative Security and the bond shall comply with the requirements of Section 255.05, Florida Statutes, as amended.

If the University provides the Alternative Security, the University shall also comply with the following obligations:

(1) University shall obtain a conditional release of lien from each of its prime contractors at the time each progress payment is made.

(2) University shall obtain an unconditional release of lien from each of its prime contractors within five (5) business days after payment is made.

(3) In the event University's contractors claim non-payment, or fail to timely provide unconditional releases of lien within the timeframe stipulated under these terms, the University reserves the right, but not the obligation to:

(a) reduce the amount in question from the cash deposit or security posted until the claim is liquidated; or

(b) appropriate funds for such payment from any cash deposit or security posted and make payment directly to the claimant.

In either of cases 3(a) or 3(b), the University shall within ten (10) business days of the County's notification deposit an amount equal to the reduced/disbursed amount in the County's escrow account or increase the Alternative Security to replenish the original amount of the cash deposit or security posted."

2.10 Representations. The following is added as Article 22 of the Lease:

“The Parties represent and warrant to each other that this Lease is not made for the purpose of causing or securing a fee or other compensation for the referral of patients. The Parties hereby expressly acknowledge that no payment or provision hereunder: (a) is a payment or is intended to constitute a payment as compensation, remuneration, or an inducement for the referral of any individual for the furnishing or the arranging the furnishing, leasing, ordering of any good, item or service, for which payment may be made in whole or in part under any Federal Health Care Program; or (b) represents a payment, remuneration or compensation that would violate any federal or state law regarding health care or the practice of medicine.”

2.11 County as Sovereign. The following is added as Article 23 of the Lease:

**“COUNTY AS SOVEREIGN; NO LIABILITY
FOR EXERCISE OF POLICE POWER”**

It is expressly understood and agreed that notwithstanding any other provision of this Lease and the County’s status thereunder:

A. The County retains all of its sovereign prerogatives and rights and regulatory authority as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, installation, construction and improvement of the Property and/or the operation thereof, or be liable for the same; and the County shall not by virtue of this Lease be obligated to grant the University any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, installation, improvement, construction, repair, and/or operation of the Property.

B. Notwithstanding and prevailing over any contrary provision in this Agreement or any other document relating to this matter, including any County covenant or obligation that may be contained in this Agreement, or any implied or perceived duty or obligation of the County, including but not limited to the following: (a) to cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the University, regardless of the purpose required for such cooperation; (b) to execute documents or give approvals, regardless of the purpose required for such execution or approvals; (c) to apply for or assist University in applying for any county, city or third party permit or needed approval; or (d) to contest, defend against, or assist the University in contesting or defending against any challenge of any nature, shall not bind the Board of County Commissioners, the Regulatory and Economic Resources (RER) department or any other county, city, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the County or any other applicable government agencies in the exercise of its police power; and the County shall be released and held harmless, by the University from and against any liability, responsibility, claims, consequential or other damages, or losses to the University or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes,

variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the Parties recognize that the approval of any building permit or certificate of occupancy will require the County to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Agreement to the contrary, the County shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. The County's obligation to use reasonable good faith efforts in the permitting of the use of County-owned property regarding the Property shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by University as authorized by this Agreement. Moreover, in no event shall a failure of the County to adopt any of the University's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Agreement."

2.12 Power and Authority. The following is added as Article 24 of the Lease:

"The County Mayor or Mayor's designee shall have the power, authority and right, on behalf of the County, in its capacity as owner of the Property hereunder, and without any further resolution or action of the County Commission, to (a) review and approve documents, plans, applications, lease assignments and requests required or allowed by the University to be submitted to the County pursuant to this Lease, (b) consent to actions, events and undertakings by the University for which consent is required by the County under this Lease, (c) execute on behalf of the County any and all consents, agreements, covenants, easements (including utility easements, in accordance with Article 20 of this Lease), plats, applications or other documents needed to comply with applicable regulatory procedures or to secure financing, permits or other approvals (as applicable) to accomplish the construction of any and all improvements in and refurbishments of the Leased Premises, provided that: (i) such action shall be at no cost to the County other than its cost of review of such documents, (ii) such action shall not impose additional material obligations or liabilities on the County (and is not reasonably likely to impose same), and (iii) the form and provisions of any such documents shall be acceptable to the County in its reasonable discretion, (d) to amend this Lease to correct any typographical or non-material errors or to address revisions or supplements hereto of a non-material nature, and (e) execute on behalf of the County other instruments and/or to take customary actions in connection with this Lease, including, without limitation, consents, approvals, joinders, estoppel certificates and recognition and non-disturbance agreements, so long as such actions comply with clauses (i) and (ii) above, and are consistent with the provisions of this Lease. Notwithstanding the foregoing and any obligations to cooperate in this Lease, the County is under no obligation to join the University in applying for, obtaining, or maintaining financing or to provide support or assistance to the University in obtaining any financing. Additionally, notwithstanding any of the foregoing, in no event shall the County be required to waive, relinquish or diminish any right or privilege of the County in connection with the matters contemplated above, and in no event shall same result in any waiver, relinquishment or diminishment of any County right or privilege. Prior to submitting a request for review or action to the County Mayor or County Mayor's designee in accordance with this Article, the University shall first provide notice in writing to the

Public Health Trust of its intent to do so. Such notice to the Public Health Trust shall be sufficient for purposes of this section when it is mailed to: 1611 NW 12th Avenue, Miami, Florida 33136, Attn: Real Estate Services, and includes a description of the action requested of the County.”

2.13 Independent Private Sector Inspector General. The following is added as Article 25 of the Lease:

**“INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL;
COUNTY INSPECTOR GENERAL”**

A. Pursuant to the Code of Miami-Dade County, Resolution No. R-516-96 of the Board of County Commissioners, and Miami-Dade County Administrative Order 3-20, and in connection with the award of this Agreement, the County has the right to retain the services of an Independent Private Sector Inspector General (“IPSIG”) whenever the County deems it appropriate to do so. Upon written notice from the County, the University shall make available, to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement, for inspection and copying. The County will be responsible for the payment of these IPSIG services, and under no circumstance shall the University’s payments under this Agreement be inclusive of any charges relating to these IPSIG services. The terms of this Article 25A shall apply to the University, its officers, agents, employees and assigns.

Nothing contained in this Article 25A shall impair any independent right of the County to conduct, audit, or investigate the operations, activities and performance of the University in connection with this Agreement. The terms of this Article 25A are neither intended nor shall the University construe them to impose any liability on the County.

B. According to Section 2-1076 of the Code of Miami-Dade County, the County has established the Office of the Inspector General which may, on a random basis, perform audits, inspections, and reviews of all County contracts. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the County under this Agreement will be assessed one quarter of one (0.25%) percent of the total amount of the payment, to be deducted from each payment as the same becomes due, unless such payments are federally or state funded where federal or state law or regulations preclude such a charge. The University shall, in stating its agreed process, be mindful of this assessment, which will not be separately identified, calculated or adjusted in the University’s proposal. The audit cost shall also be included in all change orders and all Lease renewals and extensions, if applicable.

The Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate,

monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, proposal specifications, proposal submittals, activities of the University, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days' written notice to the University, the University shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the University's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the Agreement, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and Lease documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforementioned documents and records.

The University shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (proposal preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition: (i) if this Agreement is completely or partially terminated, the University shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and (ii) the University shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.

The provisions in this Article 25B shall apply to the University, its officers, agents, employees, subcontractors and suppliers. The University shall incorporate the provisions in this Article 25B in all subcontracts and all other agreements executed by the University in connection with the performance of this Agreement. Nothing in this Article 25B shall impair any independent right of the County to conduct audits or investigative activities. The provisions of this Article 25B are neither intended nor shall they be construed to impose any liability on the County by the University or third parties.

Exception: The above application of one quarter of one (0.25%) percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the agreement is approved by the County; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; (n) inter-local agreements; and (o) grant agreements granting not-for-profit organizations Building Better Communities General Obligation Bond Program funds. Notwithstanding

the foregoing, the County may authorize the inclusion of the fee assessment of one-quarter of one (0.25%) percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all the County contracts including, but not limited to, those contracts specifically exempted above.”

2.14 Compliance with Laws. The following is added as Article 26 to the Lease:

“A. The University agrees to comply with all applicable federal, state and local laws, ordinances or regulations currently in existence or which may be enacted in the future, including, but not limited to, County and Public Health Trust policies which may be applicable to the University’s construction, use and/or occupancy of the Property and any buildings and other improvements thereon, or the University’s performance under this Lease, including, but not limited to, the Americans with Disabilities Act and the Florida Accessibility Code. The University shall be solely responsible, at its cost and expense, for obtaining any and all permits, licenses, and/or approvals currently required or which may be required in the future and which are necessary or desirable for the construction, use, and/or occupancy of the Property and any improvements thereon, including but not limited to demolition and building permits, occupational licenses, etc. The University shall also be solely responsible for paying any and all fees, taxes and/or assessments related to the University’s construction, use and/or occupancy of the improvements, including but not limited to, impact fees.

B. In the event the University is notified of any violation(s) of codes, ordinances, or regulations not attributable to the County or the Public Health Trust’s actions, either by any jurisdictional authority or by the Public Health Trust, the University shall proceed as promptly as possible to begin and remedy such violation(s) and shall diligently pursue the same to completion.”

2.15 Hazardous Materials. The following is added as Article 27 to the Lease:

“The University shall not permit the presence, handling, storage or transportation of hazardous or toxic materials or medical waste in or about the Property or the improvements thereon, except in strict compliance with all laws, ordinances, rules, regulations, orders and guidelines of all government authorities having jurisdiction, and the applicable board of insurance underwriters. The University shall obtain and maintain, throughout the term of this Lease, all licenses and permits required in connection with the University’s activities involving hazardous or toxic materials or medical waste. The University represents and warrants that the University, its vendors, agents, employees and invitees shall at all times during the term of this Lease be in compliance with all toxic waste regulations. The University shall indemnify, defend and hold the County and the Public Health Trust of Miami-Dade County and their agents and mortgagees harmless from and against any and all claims, liabilities, injuries, damages, costs and expenses (including attorneys’ fees and costs through appeal) arising out of or in connection with any breach of this Article by the University, its agents, contractors or subtenants. This indemnity shall survive the expiration or termination of this Lease. Nothing herein shall be construed to make the University

liable for any environmental conditions on the Property not caused, directly or indirectly, by the University.”

2.16 Insurance. The following is added as Article 28 to the Lease:

Insurance.

A. Tenant shall maintain the following insurance coverage during the term of this Lease:

- (i) Public Liability Insurance on a comprehensive basis and contractual liability in amounts not less than \$1,000,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage, and Contractual Liability Insurance covering all liability arising out of the terms of this Lease.
- (ii) Automobile liability, and hired vehicles with limits of not less than \$1,000,000 per occurrence of bodily injury and \$100,000 per occurrence for property damage.
- (iii) Worker’s Compensation Insurance as required by Florida Statutes, Chapter 440.

B. The insurance coverage required herein shall include those classifications as listed in Standard Liability Insurance Manuals which must nearly reflect the operations of the Tenant under this Lease.

C. All insurance policies required under this Lease shall be issued by companies authorized to do business under the laws of the State of Florida, and the financial rating of the insurance company insuring the Tenant’s interest should be at least twelve (12) in accordance with the Best Rating Guide on a scale of one (1) through fifteen (15).

D. Miami-Dade County and the Public Health Trust of Miami-Dade County shall be named additional insured in policies of insurance required by this Section.

E. The Tenant shall, upon execution of this Amendment, furnish evidence of insurance required herein to the Trust, subject to the approval of the Trust, and thereafter indicate that the Tenant has obtained insurance in the type, amount and classification as required for strict compliance of this Exhibit and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Trust. The Trust reserves the right to reasonably amend the insurance requirements herein by the issuance of notice, in writing, to the Tenant.

F. Compliance with the foregoing requirements shall not relieve the Tenant of any liability or obligations under this Exhibit or any other portion of this Lease. If determined necessary by the Trust, the Tenant shall deliver to the Trust, upon demand, certified copies of any policies required herein for review and completion of said review, said policies shall be returned to the Tenant. However, no default is to be charged against the Tenant by reason of inaction of the Trust in passing on the insurance policy offered by the Tenant.

G. At no time shall the Property be without insurance coverage as described herein.

- H. Alternatively, Tenant may self-insure the risks required to be insured under this Agreement through a program of self-insurance and excess insurance or a blanket policy or policies covering other properties of Tenant.

2.17 Liens. Article 9 is deleted in its entirety and replaced with the following:

“The University agrees not to suffer the estate of the County and the Public Health Trust in the Property at any time during the term of this Lease to become subject to any lien, charge, or encumbrance whatsoever, and to indemnify and keep indemnified the County and the Public Health Trust against all such liens, charges and encumbrances, it being expressly agreed that the University shall have no authority, express or implied, to create any lien, charge, or encumbrance on the estate of the County in the Property. In accordance with the applicable provisions of the Florida Mechanics’ Lien Law and specifically, 713.10, Florida Statutes, as may be amended, no interest of the County or the Public Health Trust shall be subject to liens for improvements made or caused to be made by the University. The University, with respect to improvements or alterations made or caused to be made by it, shall promptly notify its contractor(s) of this provision, exculpating the County and the Public Health Trust from liability for such liens.”

2.18 General Provisions. The following is added as Article 29 to the Lease:

“GENERAL PROVISIONS

A. No Warranties. The University agrees that in entering this Lease, it is governed by its own inspection of the Property and its own judgment of its desirability for its purposes, and has not been governed or influenced by any representation of the Public Health Trust as to the condition or character of the Property. Except as may be explicitly stated herein, the County makes no warranties of any kind with respect to the Property.

B. Good Standing of Service Contractor. University shall not enter into any service contract with a vendor that has been debarred by the County or the Public Health Trust.

C. Venue. The provisions of this Lease shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation between the parties regarding the terms of performance of this Lease shall be exclusively in the state or federal courts located in Miami-Dade County, Florida.

D. Public Records. University acknowledges that the County is a public entity, is subject to Florida’s public records laws, which makes all written materials communicated to or from County pursuant to this Lease subject to disclosure under such laws unless specifically exempted from disclosure or made confidential. Nothing contained in this Amendment shall be deemed or construed as a waiver of any rights of protection afforded by applicable law with respect to confidentiality or privilege of the University’s records and materials relating to this Lease, including attorney-client privilege and proprietary work product.

E. Supporting Services. The University agrees that neither the County nor the Public Health Trust shall be responsible for providing the premises herein leased, or any improvements thereon, with supporting services such as electricity, water, gas, exterior or interior maintenance, janitorial or linen services, exterior signs, traffic markings or other like supporting services, except by separate agreement or instrument.

F. Human Trafficking Affidavit. By entering into, amending, or renewing the Lease, the University is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "as amended." This compliance includes the University providing an affidavit that it does not use coercion for labor or services. This attestation by the University shall be in the form attached hereto and incorporated herein as Exhibit "A" and must be executed by the University and provided to the County when entering, amending, or renewing the Lease. This Lease shall be void if the University knowingly submits a false Affidavit pursuant to Section 787.06, F.S., or the University knowingly violates Section 787.06, F.S., during the term of the Lease, even if the University was not in violation at the time it submitted its Affidavit.

G. Septic Tanks. The University shall ensure that the Property, and any buildings constructed thereon, are connected to a sanitary sewer system, and the costs associated therewith, including that of establishing or maintaining any infrastructure necessary for such connection, shall be borne solely by the University. Septic tanks shall not be a permissible use with respect to any use or development on the Property.

H. No Waiver. The failure of either Party in any one or more instances to insist upon the strict performance of any of the covenants of this Lease or to make an election to terminate for breach of the terms of this Lease, shall not be construed as a waiver or relinquishment for the future of any covenant, condition, agreement or election, but the same shall continue and remain in full force and effect.

I. Inspection by County. The County and the Public Health Trust, by their authorized personnel, may enter upon the Property hereby leased to the University at any reasonable time during business hours for the purpose of making reasonable inspections, incidental to or connected with the performance of the provisions of this Lease, or in the exercise of its governmental functions.

3. Ratification. Except as modified by this Amendment, the Lease shall remain otherwise unmodified and in full force and effect and the parties ratify and confirm the terms of the Lease as modified by this Amendment. The County acknowledges and affirms that, as of the Effective Date the Lease is in full force and effect.

4. Entire Agreement. Conflicts. The Lease, as amended, contains the entire agreement between the parties as to the Leased Premises, and there are no other agreements, oral or written, between the parties relating thereto. All future references to the Lease shall mean the Lease as modified by this Amendment. In the event of a conflict between the terms, covenants, conditions and provisions of the Lease and this Amendment, this Amendment shall control.

5. Definitions. Capitalized terms used but not defined in this Amendment shall have the same definitions given to them in the Lease unless the context clearly indicates a contrary intent. If there is any conflict between the terms of this Amendment and the Lease, the terms of this Amendment shall control. For purposes of this Amendment, the term "Amendment Date" shall mean the date on which this Amendment is executed by the last one of the parties to do so.

6. Benefit and Binding Effect. Amendment. This Amendment shall be binding upon and inure to the benefit of the parties to this Amendment, their legal representatives, successors, and permitted assigns. This Amendment may not be changed, modified, or discharged in whole or in part except by an agreement in writing signed by all parties to this Amendment.

7. Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same instrument. The electronic signature of any party hereto shall be as binding as the original signature of such party for all purposes; and the copy of any party's signature to this Amendment delivered by facsimile, e-mail, or such other electronic means shall be as binding and enforceable as the party's original signature to this Amendment.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS

NOW THEREFORE, in consideration of the mutual entry into this Amendment, for other good and valuable consideration, and intending to be legally bound, the Parties have executed this Amendment as of the Amendment Date.

MIAMI-DADE COUNTY, FLORIDA, a
political subdivision of the State of Florida,
by its Board of County Commissioners

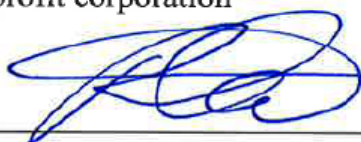
By: _____

Name: _____

Title: _____

Date: _____

UNIVERSITY OF MIAMI, a Florida not-
for-profit corporation

By:  _____

Name: Ramon Coto

Title: Vice President and Chief Financial
Officer

Date: _____

EXHIBIT A

HUMAN TRAFFICKING AFFIDAVIT

The Human Trafficking Affidavit is required by Section [787.06](#), Florida Statutes ("F.S."), as amended by [HB 7063](#), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Tenant (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the Landlord (Governmental Entity). The term Governmental Entity has the same meaning as in [Section 287.138\(1\), F.S.](#)

University of Miami

_____ does not use coercion for labor or services as defined in Section [787.06, F.S.](#)

Lessee's Legal Company Name

Pursuant to Section [92.525, F.S.](#), under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Lessee's Authorized Representative: Ramon Coto

Title of Lessee's Authorized Representative: Vice President and Chief Financial Officer

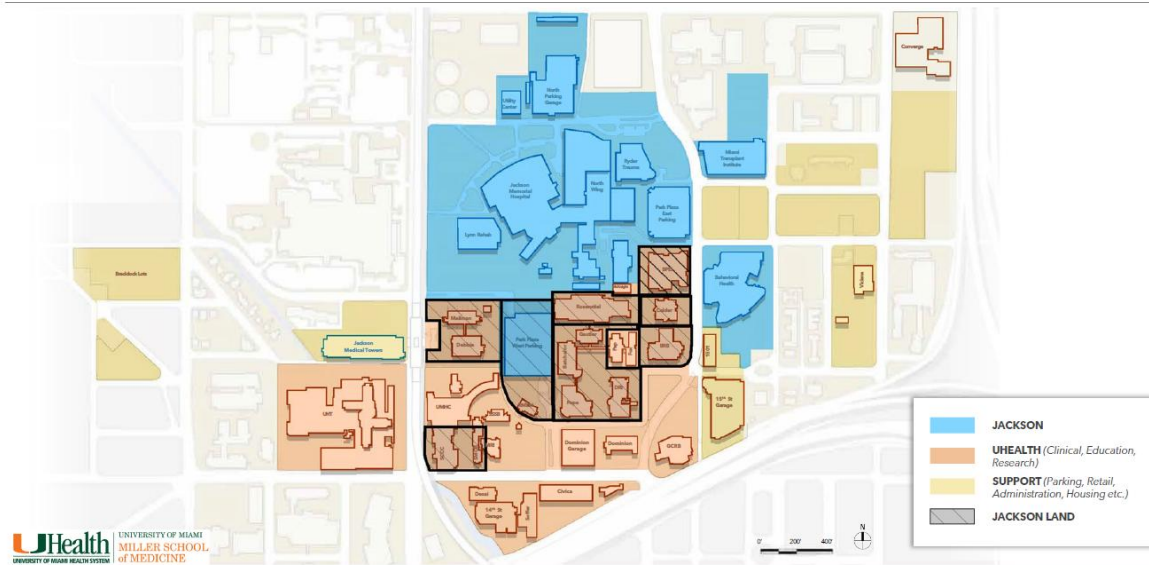
Signature of Lessee's Authorized Representative:



Date:

(The attached plan is to be used for illustrative purposes, and is not to be considered an exhaustive list)

HEALTH DISTRICT FUTURE STATE MAPPING



Confidential