

MEMORANDUM

Agenda Item No. 14(A)(4)

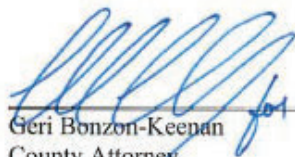
TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: June 16, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving, pursuant to section 125.38, Florida Statutes, the terms of a Ground Lease between Miami-Dade County, as the landlord, and the Jessie Trice Community Health System, Inc., a Florida not-for-profit corporation, as the tenant, for the County-owned property located at 7440 NW 26 Avenue (Folio Number: 30-3110-073-0020), consisting of approximately 1.45 acres (63,336 square feet) of vacant land, which is part of the County's Poinciana Industrial Center, for an initial term of 75 years, plus two options to renew for 5 years each, at an initial annual rent of \$100.00 a year, subject to three-percent annual increases, for the construction and operation of a medical facility; declaring the property as surplus; approving of, and authorizing the County Mayor to execute a joinder and consent to sublease a portion of the subject property for \$1.00 to a qualified not-for-profit entity in accordance with section 125.38, Florida Statutes; authorizing and directing the County Mayor to execute the Ground Lease, exercise all provisions contained in the Lease, and to take all actions to effectuate the Lease; waiving Resolution No. R-256-13 requiring payment of rent in lieu of taxes; and waiving certain provisions of Implementing Order 8-4 and Resolution No. R-407-19 related posting of a four-week notice, and Implementing Order 8-4 related to the Commission Auditor's report regarding the leasing of County property

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


Geri Bonzon-Keenan
County Attorney

GBK/smm


MDC001



MEMORANDUM
(Revised)

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

DATE: June 16, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 14(A)(4)

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**
- Requires more than a majority vote (i.e., 2/3’s present ____, 2/3 membership ____, 3/5’s ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) _____) 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. 14(A)(4)
6-16-26

RESOLUTION NO. _____

RESOLUTION APPROVING, PURSUANT TO SECTION 125.38, FLORIDA STATUTES, THE TERMS OF A GROUND LEASE BETWEEN MIAMI-DADE COUNTY, AS THE LANDLORD, AND THE JESSIE TRICE COMMUNITY HEALTH SYSTEM, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, AS THE TENANT, FOR THE COUNTY-OWNED PROPERTY LOCATED AT 7440 NW 26 AVENUE (FOLIO NUMBER: 30-3110-073-0020), CONSISTING OF APPROXIMATELY 1.45 ACRES (63,336 SQUARE FEET) OF VACANT LAND, WHICH IS PART OF THE COUNTY'S POINCIANA INDUSTRIAL CENTER, FOR AN INITIAL TERM OF 75 YEARS, PLUS TWO OPTIONS TO RENEW FOR 5 YEARS EACH, AT AN INITIAL ANNUAL RENT OF \$100.00 A YEAR, SUBJECT TO THREE-PERCENT ANNUAL INCREASES, FOR THE CONSTRUCTION AND OPERATION OF A MEDICAL FACILITY; DECLARING THE PROPERTY AS SURPLUS; APPROVING OF, AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A JOINDER AND CONSENT TO SUBLEASE A PORTION OF THE SUBJECT PROPERTY FOR \$1.00 TO A QUALIFIED NOT-FOR-PROFIT ENTITY IN ACCORDANCE WITH SECTION 125.38, FLORIDA STATUTES; AUTHORIZING AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE GROUND LEASE, EXERCISE ALL PROVISIONS CONTAINED IN THE LEASE, AND TO TAKE ALL ACTIONS TO EFFECTUATE THE LEASE; WAIVING RESOLUTION NO. R-256-13 REQUIRING PAYMENT OF RENT IN LIEU OF TAXES; AND WAIVING CERTAIN PROVISIONS OF IMPLEMENTING ORDER 8-4 AND RESOLUTION NO. R-407-19 RELATED POSTING OF A FOUR-WEEK NOTICE, AND IMPLEMENTING ORDER 8-4 RELATED TO THE COMMISSION AUDITOR'S REPORT REGARDING THE LEASING OF COUNTY PROPERTY

WHEREAS, Miami-Dade County ("County"), through its department of Housing and Community Development, owns the property located at 7440 NW 26 Avenue, Miami, Florida, consisting of approximately 1.45 acres (63,336 square feet) (Folio No. 30-3110-073-0020) ("Property"); and

WHEREAS, the Property is more fully described in Attachment “A” attached hereto and incorporated herein by reference; and

WHEREAS, the Property was acquired by the County with Community Development Block Grant (“CDBG”) funds; and

WHEREAS, on July 19, 2011, this Board adopted Resolution No. R-624-11, which approved an agreement with the State of Florida, Department of Health (“DOH”), to construct a new health facility on certain land located within the Poinciana Industrial Center to replace a closed clinic formerly maintained by Jessie Trice Community Health System, Inc. and another closed clinic; and

WHEREAS, although the DOH constructed the Frederica Wilson/Juanita Mann Health Center, it did not construct additional facilities (including any that would replace Jessie Trice Community Health System, Inc.’s former clinic) on the remaining two parcels of land (comprised of the Property and another tract of land); and

WHEREAS, on October 15, 2016, this Board adopted Resolution No. R-903-16, which approved a two-year extension to construct the facilities on the two tracts, but, due to a lack of funding, the DOH was unable to construct the facilities during such time; and

WHEREAS, by 2020, the DOH sought a new agreement to allow for the construction and expansion of the existing medical facility; and

WHEREAS, on August 31, 2020, this Board adopted Resolution No. R-886-20, which directed the County Mayor or County Mayor’s designee to take all steps necessary to negotiate and finalize a new agreement with DOH to expand and develop medical facilities on either or both tracts of property, but an agreement was never reached; and

WHEREAS, on October 1, 2024, this Board adopted Resolution No. R-897-24, which directed the County Mayor or County Mayor’s designee to take all actions necessary to negotiate and finalize an agreement with the DOH for the expansion and development of medical facilities on either or both tracts, or alternatively provide a status report; and

WHEREAS, on March 18, 2025, this Board adopted Resolution No. R-316-25, which directed the County Mayor or County Mayor’s designee to negotiate and finalize a lease agreement with Jessie Trice Community Health System, Inc., a Florida not-for-profit corporation (“Tenant”) in accordance with Section 125.38, Florida Statutes, for the development and expansion of a medical center (“Medical Facility”) on the Property specifically; and

WHEREAS, the Tenant provides healthcare to a wide population of people in the community, including individuals living in very low- to moderate-income households, and has served the Miami-Dade County community since 1967; and

WHEREAS, the Tenant is also a federally qualified community healthcare center, which owns and operates 11 comprehensive primary care centers, and is in two universities, as well as in 40 school-based health suites; and

WHEREAS, on July 16, 2025, this Board adopted Resolution No. R-779-25, which, among other matters relating to the development of the Poinciana Industrial Center, directed the County Mayor or County Mayor’s designee to negotiate and finalize all necessary development agreements, including a lease, sublease, contract or other agreement regarding the Property, in a format which is acceptable to all parties, and consistent with Resolution No. R-316-25; and

WHEREAS, subsequent to the adoption of the before-mentioned resolutions, the Tenant provided the County with an application to lease the Property from the County to construct and operate the 6,000 square feet Medical Facility, which will primarily serve pediatric patients in all

income brackets, including, but not limited to, very-low income households, and which application was processed pursuant to the procedures set forth in Implementing Order 8-4 (“IO 8-4”); and

WHEREAS, the Tenant has been awarded a \$3,000,000.00 grant from the federal government to fund a portion of the construction; and

WHEREAS, the Tenant has represented to the County that the Tenant and SG Poinciana Ventures, LLC (“SG”) have executed a development agreement related to the construction of the facility; and

WHEREAS, the Tenant has represented to the County that upon completion of construction, SG will donate \$1,000,000.00 to the Tenant, for the purchase of necessary equipment and furnishings for the medical facility; and

WHEREAS, pursuant to IO 8-4, the Property was circulated to all County departments for possible use, and it has been determined that the County does not need the Property for any County purpose, and it can therefore be declared surplus; and

WHEREAS, the County administration has obtained two appraisals, which as determined the market value of the Property to be \$4,117,000.00 and \$4,350,000.00, respectively; and

WHEREAS, the appraisers have also determined that the fair market rent is \$289,000.00 and \$270,965.00, respectively; and

WHEREAS, pursuant to this Board’s directive, the County Mayor or County Mayor’s designee has successfully negotiated the terms of a long-term lease with the Tenant; and

WHEREAS, notwithstanding the appraised value of the Property and the appraised fair market rents, this Board desires to lease the Property to the Tenant, for an initial term of 75 years, with two renewal options of five years each, to the Tenant, at an initial rental rate of \$100.00 annually, with three percent annual increases thereafter; and

WHEREAS, the lease will commence on the first day of the month following the effective date of this resolution; and

WHEREAS, pursuant to the lease, the Tenant wishes to sublease a portion of the Property for \$1.00 to a qualified not for profit entity in accordance with section 125.38, Florida Statutes; and

WHEREAS, this Board is satisfied that pursuant to section 125.38, Florida Statutes, the Tenant needs the Property for a use consistent with its nonprofit mission and in support of the community interest and welfare purposes for which it is organized, finds that the lease of the Property to the Tenant will be serve the public's and community's interest and welfare, and finds that the Property is not otherwise needed for County purposes; and

WHEREAS, pursuant to section 125.38, Florida Statutes, the Board may lease the Property for such price, nominal or otherwise, as it chooses, regardless of the actual value of the Property; and

WHEREAS, although the Tenant's rental payments under the lease would be below market value, in light of the nature of the services and programs which will be provided to the public, compelling circumstances exist to lease the Property for the foregoing rental amounts as such savings can be utilized to provide additional support for the Tenant's operation in order to further promote community interest and welfare; and

WHEREAS, as required by the laws and regulations governing the CDBG program, the County administration and this Board have determined that the proposed project meets the United States Department of Housing and Urban Development's National Objectives, because the project will benefit low- and moderate income persons, prevents slum and blight, and addresses the urgent needs of the residents and community; and

WHEREAS, in furtherance of this Board’s goal of expeditiously developing the Property and the other County-owned properties, on July 2, 2025, the Commissioner of District 2 conducted a community engagement meeting which included, among other participants, residents, community and advocacy groups, the NW 79th Street Corridor Community Redevelopment Agency, and the NW 7th Avenue Corridor Community Redevelopment Agency,

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

Section 1. The foregoing recitals are incorporated into this resolution and are approved.

Section 2. This Board finds that the Property is not needed for County purposes, and thereby declares the Property surplus.

Section 3. This Board, in accordance with section 125.38, Florida Statutes, approves the terms of, and authorizes and directs the County Mayor or County Mayor’s designee to execute, the Ground Lease (“Lease”), between the County, and the Tenant, in substantially the form attached hereto as Attachment “B” and incorporated herein by reference, for the Property, which is located at 7440 NW 26 Avenue, Miami, Florida, for a term of 75 years, with two renewal options of five years each, at an initial rental rate of \$100.00 annually, with three percent annual increases thereafter, for the purpose of Tenant constructing and operating the Medical Facility to provide pediatric medical and pediatric dental services at affordable, below-market pricing on the Property as described in the Lease.

Section 4. This Board hereby approves and consents to the Tenant subleasing a portion of the Property for \$1.00 to a qualified not for profit entity in accordance with section 125.38, Florida Statutes, in generally the form attached to the Lease.

Section 5. This Board authorizes the County Mayor or County Mayor's designee to exercise all provisions in the Lease that are not reserved by this Board, including, but not limited to, the termination provisions, and the following: (a) amending the Lease to correct any typographical or non-material errors, to address revisions or supplements hereto of a non-material nature or to carry out the purposes of the Lease; (b) reviewing, approving, executing or consenting to documents contemplated by the Lease, including subleases involving the Tenant and any other qualified not for profit entity in accordance with section 125.38, Florida Statutes in furtherance of the proposed development project on the subject property described in the Lease, including any amendments, extensions, and modifications thereto; (c) executing recognition and non-disturbance agreements and issue estoppel letters and/or statements; (d) executing all consents, agreements, applications or other documents, needed to comply with applicable regulatory procedures and secure permits or other approvals needed to accomplish the construction of any and all improvements in and refurbishments of the property; executing any bifurcated leases and any other agreements or instruments necessary to effectuate the bifurcation consistent with the Lease terms; (e) consenting to the Tenant's filing of any required notice provision and/or encumbrance required by the federal government, including, but not limited to, a Notice of Federal Interest (also known as a "NFI"), so long as such notice provision and/or encumbrance against the property is in accordance with the County's requirements and subject to the approval of the County Attorney's Office; (f) executing non-exclusive utility easements for the provision of utility services in accordance with Resolution No. R-684-25; and (g) taking all other necessary actions to effectuate the terms of the Lease.

Section 6. This Board waives (i) Resolution No. R-256-13 as it relates to payment of rent in lieu of taxes with respect to the Lease; (ii) Implementing Order 8-4 and Resolution No. R-407-19 related to the positing of a four-week notice; and (iii) Implementing Order 8-4 that requires

the Commission Auditor to independently and simultaneously review and comment on the proposed leasing and conveyance of County property prior to the submission of an agenda item or agenda items to this Board.

Section 7. This Board directs the County Mayor or the County Mayor’s designee to provide to the Property Appraiser’s Office executed copies of the Lease, as well as any subleases and operating agreements within 30 days of their execution.

Section 8. The County Mayor or County Mayor’s designee, pursuant to Resolution No. R-974-09, shall record in the public record all ground leases, covenants, reverters and mortgages creating or reserving a real property interest in favor of the County and shall provide a copy of such recorded instruments to the Clerk of the Board within 30 days of execution and final acceptance. The Board directs the Clerk of the Board, pursuant to Resolution No. R-974-09, to attach and permanently store a recorded copy of any instrument provided in accordance herewith together with this resolution.

The Prime Sponsor of the foregoing resolution is Commissioner Marleine Bastien. 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 16th day of June, 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.



Andrea Gonzalez
Terrence A. Smith



PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Detailed Report

Generated On: 06/09/2026

PROPERTY INFORMATION	
Folio	30-3110-073-0020
Property Address	7440 NW 26 AVE MIAMI, FL 33147-0000
Owner	MIAMI-DADE COUNTY , OCED
Mailing Address	701 NW 1 CT 14TH FLOOR MIAMI, FL 33136
Primary Zone	7051 UC EDGE - INDUSTRIAL (ID) 4 MAX HT
Primary Land Use	8081 VACANT GOVERNMENTAL : VACANT LAND
Beds / Baths /Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	63,336 Sq.Ft
Year Built	0



ASSESSMENT INFORMATION				
Year	2025	2024	2023	
Land Value	\$1,900,080	\$1,900,080	\$1,583,400	
Building Value	\$0	\$0	\$0	
Extra Feature Value	\$0	\$0	\$0	
Market Value	\$1,900,080	\$1,900,080	\$1,583,400	
Assessed Value	\$1,149,936	\$1,045,397	\$950,361	

BENEFITS INFORMATION				
Benefit	Type	2025	2024	2023
Non-Homestead Cap	Assessment Reduction	\$750,144	\$854,683	\$633,039
County	Exemption	\$1,149,936	\$1,045,397	\$950,361

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

TAXABLE VALUE INFORMATION				
Year	2025	2024	2023	
COUNTY				
Exemption Value	\$1,149,936	\$1,045,397	\$950,361	
Taxable Value	\$0	\$0	\$0	
SCHOOL BOARD				
Exemption Value	\$1,900,080	\$1,900,080	\$1,583,400	
Taxable Value	\$0	\$0	\$0	
CITY				
Exemption Value	\$0	\$0	\$0	
Taxable Value	\$0	\$0	\$0	
REGIONAL				
Exemption Value	\$1,149,936	\$1,045,397	\$950,361	
Taxable Value	\$0	\$0	\$0	

The information contained herein is for ad valorem tax assessment purposes only. The Property Appraiser of Miami-Dade County is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser of Miami-Dade County and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <https://www.miamidadepa.gov/pa/disclaimer.page>



PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 06/09/2026

Property Information

Folio: 30-3110-073-0020

Property Address: 7440 NW 26 AVE

Roll Year 2025 Land, Building and Extra-Feature Details

LAND INFORMATION					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	IC-ID	7062	Square Ft.	23,717.00	\$711,510
GENERAL	IC-ID	7051	Square Ft.	39,619.00	\$1,188,570

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 06/09/2026

Property Information

Folio: 30-3110-073-0020

Property Address: 7440 NW 26 AVE

Roll Year 2024 Land, Building and Extra-Feature Details

LAND INFORMATION					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	IC-ID	7062	Square Ft.	23,717.00	\$711,510
GENERAL	IC-ID	7051	Square Ft.	39,619.00	\$1,188,570

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 06/09/2026

Property Information

Folio: 30-3110-073-0020

Property Address: 7440 NW 26 AVE

Roll Year 2023 Land, Building and Extra-Feature Details

LAND INFORMATION					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	IC-ID	7062	Square Ft.	23,717.00	\$592,925
GENERAL	IC-ID	7051	Square Ft.	39,619.00	\$990,475

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 06/09/2026

Property Information

Folio: 30-3110-073-0020

Property Address: 7440 NW 26 AVE

FULL LEGAL DESCRIPTION

POINCIANA INDUSTRIAL CENTER WEST

PB 159-23 T-17340

TRACT B

LOT SIZE 1.454 AC M/L

FAU 30-3110-000-0230 0250 & 0260

& 30-3110-031-0130 0150 & 0160

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
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GROUND LEASE

BETWEEN

MIAMI-DADE COUNTY
a political subdivision of the State of Florida

("Landlord")

AND

JESSIE TRICE COMMUNITY HEALTH SYSTEM, INC.
a Florida not-for-profit corporation

("Tenant")

For the development of: Jessie Trice – Poinciana Medical Facility

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List of Exhibits and Schedules

Exhibit “A” - Premises

Exhibit “B” - Survey of the Premises

Exhibit “C” - Development Concept

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Exhibit “F” - Permitted Mortgage

Exhibit “G” - Permitted Sublease

Schedule 7.1 – Insurance Requirements

Schedule 21.2 – Landlord Estoppel Certificate

GROUND LEASE

(JESSIE TRICE – POINCIANA MEDICAL FACILITY)

THIS GROUND LEASE (the “**Lease**”), dated as of the ____ day of _____, 2026 (“**Effective Date**”), is made by and between Miami-Dade County, a political subdivision of the State of Florida, having its principal office and place of business at 111 N.W. First Street, Miami, Florida 33128, (hereinafter called the “**Landlord**”), and Jessie Trice Community Health System, Inc., a Florida not-for-profit corporation, having its principal office and place of business located at 5607 N.W. 27 Avenue, Miami, Florida 33142 (hereinafter called the “**Tenant**”).

WITNESSETH:

A. The Landlord owns and controls certain real property located at 7440 N.W. 26 Avenue, Miami, Florida, identified by Folio Number: 30-3110-073-0020, as more particularly described and illustrated in Exhibit “A” attached hereto and made a part hereof (the “**Premises**”); and

B. On or about July 19, 2011, the Landlord, through the Board of County Commissioners of Miami-Dade County (“**Board**”), adopted Resolution No. R-624-11 approving an agreement with the Florida Department of Health (“DOH”) to construct within 5 years a new health facility that would replace a then-recently closed clinic formerly maintained by Tenant and another closed clinic; and

C. On or about October 5, 2016, the Board adopted Resolution No. R-903-16, extending the agreement with DOH for another two years to allow for the construction of the replacement medical facilities; and

D. DOH constructed the Frederica Wilson/Juanita Mann Health Center to replace one of the closed clinics, but years passed without any additional construction; and

E. By 2020, DOH requested a new agreement to be negotiated and finalized per Resolution No. R-886-20, but Landlord and DOH had not reached such an agreement; and

F. On or about October 1, 2024, the Board adopted Resolution No. R-897-24, which directed the County Mayor of Miami-Dade County (the “**County Mayor**”) or County Mayor’s designee to take all actions necessary to negotiate and finalize a new agreement with DOH to allow for the development and expansion of medical facilities on Tracts A and/or B of the Poinciana Industrial Center, and to submit a written status report on such agreement to the Board; and

G. On or about March 18, 2025, the Board approved Resolution No. R-316-25, which directed the County Mayor, or the County Mayor’s designee, to take all actions to negotiate and finalize a lease with the Tenant, in accordance with Section 125.38, *Florida Statutes*, for the development and expansion of a medical facility on Tract B, i.e., the Premises, rather than Tract A of the Poinciana Industrial Center; and

H. On or about July 16, 2025, the Board approved Resolution No. R-779-25, which, among other matters relating to the development of the Poinciana Industrial Center, directed the County Mayor or County Mayor’s designee to negotiate and finalize a lease, sublease, contract or other agreement between the Landlord and the Tenant for the development and expansion of a medical facility on the Premises; and

I. With the intent of promoting the community interest and welfare of the residents of Miami-Dade County, the Tenant desires to develop, maintain, and operate on the Premises, a medical facility that will provide much needed medical services to local residents and members of the surrounding community consistent with Tenant’s mission and strategic objectives of providing community healthcare centers with a focus on reducing healthcare disparities, and providing healthcare prevention and intervention initiatives, to the County’s culturally and linguistically diverse communities (“**Medical Facility**”).

J. The Tenant also desires to and shall sublease a portion of the Premises, consistent with the terms and conditions of the attached Sublease Agreement, to a not-for-profit entity, which is qualified under Section 125.38, *Florida Statutes*; and

K. The Landlord therefore desires to lease the Premises, as described below in Section 2.34, and as further described and illustrated in Exhibit “A” attached hereto and made a part hereof, to the Tenant, pursuant to Section 125.38, *Florida Statutes*, in its current “as-is” “where-is” condition, upon which the Tenant will, at its expense, develop, construct, maintain, and operate a Medical Facility, as provided for in this Lease. The Tenant desires to lease the Premises, in its current “as-is” where-is” condition, from Landlord for such purposes.

NOW THEREFORE, Landlord and Tenant mutually covenant and agree that this Lease is made upon the agreements, terms, covenants and conditions hereinafter set forth. Capitalized terms used in this Lease are defined throughout herein or otherwise have the definitions set forth in Article 2 hereof.

T E R M S

The recitals above are incorporated herein by reference and fully adopted as if set forth herein.

ARTICLE 1 **PREMISES AND GENERAL TERMS OF LEASE**

1.1 Lease of the Premises. For and in consideration of the rents, covenants and agreements specified herein, the Landlord does hereby lease and demise unto the Tenant, its successors and assigns the Premises, and Tenant does hereby lease from the Landlord the Premises subject to the terms, conditions and covenants of this Lease. The Landlord and the Tenant agree that the Premises is approximately 63,336 square feet, and that this is only an approximation of the size as the Premises has not been surveyed or measured by the Landlord, prior to the Effective Date. Moreover, the Tenant has visited and inspected the Premises and has determined that the Premises is of sufficient size for its intended purpose.

1.2 Survey and Legal Description. The Tenant shall, at its sole cost and expense, within one (1) calendar year from the Effective Date, obtain a current certified boundary survey of the Premises, as later described below, prepared by a professional land surveyor licensed by the State of Florida. The survey shall be certified to the Tenant and the Landlord. The survey shall contain a certification of the number of square feet contained in the Premises. The survey shall be subject to the Landlord’s approval, and if the Landlord has any comments and/or proposed modifications to the survey, the Landlord shall provide such comments and/or proposed modifications in writing to the Tenant within fifteen (15) business days from the date of submittal of the survey. The Tenant shall

incorporate said comments into a revised survey to be reviewed by the Landlord within fifteen (15) business days. The Tenant shall not proceed until both parties are in agreement. Once finalized, the survey showing the Premises shall be attached to this Lease as Exhibit “B,” and made a part hereof.

1.3 Notwithstanding anything contained to the contrary in the Lease, the Premises has been inspected by the Tenant and the Tenant understands and agrees that the Premises is being provided by the Landlord to the Tenant in its current “AS-IS” “WHERE-IS” condition, with any and all faults. The Tenant accepts the Premises in its current “as-is” and “where-is” condition, with any and all faults, and understands and agrees that the Landlord has not and does not offer any implied or expressed warranty as to the condition of the Premises and/or whether the Premises is fit for any particular purpose, and that the Premises is subject to any and all obligations, restrictions, covenants and reservations contained in the deed pursuant to which the Landlord acquired title to the Premises, and/or any which have arisen before or thereafter through the Effective Date, and, all other obligations, liens, restrictions, covenants and reservations whether noted in the public records or not. The Landlord makes no representations or warranties as to the condition of the title of the Premises.

1.4 Term of Lease.

a.) **Effective Date.** This Lease shall become effective on the first (1st) day of the month following its approval by the Board, and the expiration of the ten (10) day veto period by the County Mayor; and if vetoed by the County Mayor, it shall only become effective upon override by the two-thirds (2/3) vote of the Board (“**Effective Date**”).

b.) **Commencement Date.** The “**Commencement Date**” shall be the date that is the one (1) year anniversary of the Effective Date, unless (i) the Landlord and Tenant agree upon an earlier date in writing, signed and dated by both parties; and/or (ii) postponed or extended by the Landlord in accordance with the express terms of this Lease.

c.) **Term.** The initial term of this Lease shall be for seventy-five (75) years (“**Term**”), commencing on the Commencement Date and ending on the date which is seventy-five (75) years from the Commencement Date, with or without notice to the Tenant (as the same may be extended pursuant to Section 1.4(d)) (the “**Expiration Date**”), unless earlier terminated as provided for hereunder. Notwithstanding anything to the contrary, as of the Expiration Date, or earlier termination of the Term, the Premises, along with any and all leasehold interest, shall automatically revert back to Landlord in fee simple without any remaining leasehold interest, and all improvements thereon (except Tenant’s or third-parties’ removable personal property or fixtures on the terms and conditions described below) shall become the property of the Landlord, and without any type of compensation, payment, and/or obligation to the Tenant.

d.) **Renewal Term.** The parties hereby mutually agree that in addition to the initial Term of this Lease, the Tenant shall have the right to extend the Term by two (2) additional renewal option periods of five (5) years each, so long as the Tenant is not in default of any of the terms and conditions of this Lease at the time the Tenant exercises its right to renew this Lease. The Tenant’s right to exercise either renewal option shall be limited to the last two (2) years of the then existing term of this Lease, but must be exercised no later than one hundred eighty (180) calendar days before the Expiration Date. The actual renewal of this Lease shall commence on the day following the expiration of the previous Term of this Lease. The terms and conditions of this Lease during the renewal term

shall be the same terms and conditions as are applicable during the initial Term of this Lease, including that the Tenant shall be required to continue to pay Rent, as described below, to the Landlord.

e.) **CDBG Requirements.** The Landlord states and hereby informs the Tenant that it believes that the Premises is subject to the United States Department of Housing and Urban Development (“HUD”) requirements pertaining to the use and/or redevelopment of the Premises, particularly because of the CDBG funding requirements associated with the acquisition of the Premises, and therefore the construction and use of the Medical Facility must meet certain requirements, known as “**National Objectives**,” as outlined by HUD. The Landlord, as a grant recipient of CDBG funds, must certify that its use of CDBG funds has been, and continues to be, utilized so as to give maximum feasible priority to activities which will carry out one (1) or more of the three (3) National Objectives, which are to: 1.) benefit low- and moderate-income families, or 2.) aid in the prevention or elimination of slums and blight, including, but not limited to, Slum Blight Spot Basis, or 3.) meet urgent needs. And the use of CDBG funds may also include activities that the recipient certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, where other financial resources are not available to meet such needs. Therefore, consistent with the foregoing, each recipient that receives CDBG funds must ensure and maintain evidence that each of its activities assisted with CDBG funds meets the applicable National Objectives, as contained in its certification. The criteria for determining whether an activity actually addresses one (1) or more of these National Objectives are found in 24 CFR §570.208, which can be accessed by going to the following website: <https://www.law.cornell.edu/cfr/text/24/570.208>.

f.) **Zoning Approval.** The Landlord and Tenant hereby acknowledge and agree that during the one (1) year period of time between the Effective Date and the Commencement Date, the Tenant, at its sole cost and expense, shall cause the Premises to be re-zoned, including, but not limited to, securing any required comprehensive development master plan amendment, if necessary, to permit (allow for) the Permitted Use, and any other purpose(s) as described, or otherwise contemplated by, this Lease. The Landlord, as the owner of the Premises, hereby agrees to cooperate with the Tenant in signing, or otherwise entering into, any required documents, including, but not limited to any required comprehensive development master plan amendment, as the property owner, and otherwise participating in the process to re-zone the Premises, so long as such participation is at no cost or expense to the Landlord, and does not jeopardize the Landlord’s fee simple interest in the Premises.

g.) **Pre-Commencement Date Access.** The parties acknowledge and agree that the Tenant, at its sole cost and expense, will need access to the Premises before the Commencement Date to perform environmental and/or geotechnical testing of the Premises consistent with the terms of this Lease. Prior to the Tenant entering the Premises, the Landlord and Tenant shall enter into an Access Agreement, which will outline certain requirements of the Landlord, including, but not limited to, the Tenant’s need to secure certain types of insurance policies, as required by the Landlord, with the Landlord being listed as an additional insured. Further, the Tenant hereby also agrees to provide to the Landlord, within ten (10) calendar days of its receipt, without demand, copies of any and all reports, studies, testing results, and assessments.

h.) **Possession.** The Landlord shall deliver possession of the Premises to the Tenant on the Commencement Date, at which time the Tenant shall take possession thereof. The Premises shall be delivered to the Tenant free and clear of all parties in possession. And the Premises shall be leased to the Tenant subject to the terms and conditions of this Lease, and any restrictions, covenants, and

reservations of record, except for the restrictions/limitations, of records, which are to be released by the Landlord and/or HUD, as herein provided. Further, as of the Commencement Date, the Tenant shall be solely responsible for securing and maintaining the Premises, including, but not limited to, landscaping and removing any and all debris and/or trash from the Premises, any adjacent swale (or right-of-way) area, graffiti removal, pest control, sidewalk repair and/or replacement, fence installation, repair and/or replacement, installation, repair and/or replacement of utility lines and utilities, concrete and asphalt installation, repair and/or replacement, and any environmental testing and/or cleanup.

i.) **Early Termination.** The Landlord and Tenant hereby acknowledge and agree that the Landlord reserves the right to terminate this Lease early, prior to the Tenant having secured all of the funding needed to construct the Building on the Premises, or suspend the Lease, in the event that an emergency situation arises wherein the Premises is needed by the Landlord for an emergency public purpose. After the Tenant has secured all of the requisite funding for the construction of the Building, the Landlord's right to early termination of this Lease shall automatically dissolve.

1.5 Expiration Date.

A.) The Tenant agrees that not only shall this Lease expire on the Expiration Date without the necessity of any notice from either the Landlord or the Tenant to terminate the same, but also the Tenant waives any notice to vacate or quit the Premises, and agrees that the Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of the Premises from the Tenant holding over to the same extent as if statutory notice had been given. The Tenant agrees that if it fails to surrender the Premises at the end of the Term, or any renewal thereof, the Tenant, in addition to any other liability, penalty, and/or obligation shall be liable to the Landlord for any and all actual damages which the Landlord shall suffer by reason thereof, and the Tenant will indemnify the Landlord against any and all claims and demands made by any succeeding tenants and/or developers against the Landlord founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant and/or developer.

B.) If the Tenant shall be in possession of the Premises after the Expiration Date, in the absence of any agreement extending the Term of this Lease, the tenancy under this Lease shall become one of month-to-month, terminable by either party on thirty (30) days prior written notice. Such month-to-month tenancy shall be subject to all of the terms, covenants, conditions, provisions, restrictions and obligations of this Lease and shall be subject to two hundred (200%) percent increase of the previous Rent, which was in effect on the Expiration Date, based upon the terms and conditions found in Article 3 of this Lease.

ARTICLE 2 CERTAIN DEFINED TERMS

In addition to other capitalized terms as defined in the introductory recitals or elsewhere in this Lease, when used in this Lease, the terms set forth below, shall be defined as follows:

2.1 Additional Rent shall have the meaning ascribed to such term in Section 3.6.

2.2 As-Built Plans shall mean the final and permanent record of the actual structures that are developed on the Premises as reflected in the Plans and Specifications and Construction

Documents checked and confirmed in the field for accuracy and revised as needed to show the actual condition, locations, elevations, and specifications of materials for the constructed Improvements and utilities, including, but not limited to, storm water management areas such as retention and detention basins. Actual location of all structures, including but not limited to, the top of any building(s), foundation(s), grades elevations, and other key locations are to be shown on the As-Built Plans.

2.3 **Board** shall have the meaning ascribed to such term in the recitals to this Lease.

2.4 **Building** or **Buildings** shall mean the building, buildings, or structures (as the context indicates) to be erected on, above, or below the Premises, or a portion thereof, in accordance with Article 4 below (including any replacements, additions and substitutes thereof).

2.5 **Certificate of Occupancy** shall mean the permanent Certificate of Occupancy issued by the governmental agency and/or department authorized to issue a Certificate of Occupancy or certificate of completion, as applicable, evidencing that the applicable Building(s) is (are) ready for occupancy in accordance with applicable Laws and Ordinances. The issuance of any temporary Certificate of Occupancy shall be followed by a permanent Certificate of Occupancy within sixty (60) calendar days of issuance.

2.6 **CDBG** shall mean the Community Development Block Grant program, as such term is defined in 24 CFR part 570.

2.7 **CDBG funds** shall mean the Community Development Block Grant funds, including funds received in the form of grants under subpart D, F, or 24 CFR §570.405, funds awarded under Section 108(q) of the Housing and Community Development Act of 1974, loans guaranteed under Subpart M-Loan Guarantees of 24 CFR part 570, urban renewal surplus grant funds, and program income as defined in 24 CFR §570.500.

2.8 **Code** shall mean the Code of Miami-Dade County.

2.9 **Commencement Date** shall have the meaning ascribed to such term in Section 1.4(b).

2.10 **Commencement of Construction** and **Commenced Construction**, when used in connection with construction of the Project, shall mean the later of the filing of the notice of commencement under *Florida Statutes*, Section 713.13, and the visible start of construction work on the Premises for the Project, including on-site utility, excavation or soil stabilization work. In order to meet the definition of “Commencement of Construction” or “Commenced Construction,” such filing of the notice or visible start of work must occur after Tenant has received any required building Permits for the work being done on the Premises, specifically for the Project and in accordance with the Development Concept. Commencement of Construction for the Project shall occur no later than six (6) months from the Financing Date (which results in a date of no later than August 29, 2028, for when Commencement of Construction must begin).

2.11 **Completion of Construction** shall mean the date a Certificate of Occupancy is issued for the Project. Further, Completion of Construction for the Project shall occur no later than January 31, 2030.

2.12 **Construction Documents** shall consist of final approved Plans and Specifications for the particular Building and/or Improvements, including the drawings and specifications which are in

a format with sufficient detail, as required to seek and obtain the necessary Permits for such Building and/or other Improvements, and as further described in Article 4 of this Lease.

2.13 Development Concept shall mean and refer to the overall site plan, configuration of Building(s), along with any and all other Improvements and program summary, as described and illustrated in Exhibit “C”, which is attached hereto and incorporated herein by reference, and as may be amended or modified by the mutual written agreement of both Landlord and Tenant.

2.14 Development Rights shall mean, for purposes of the Premises and this Lease, the rights and privileges granted to the Tenant, pursuant to this Lease to Tenant to develop the Project.

2.15 Event of Default or Events of Default shall be as defined in Section 18.1 (as to Events of Default by Tenant).

2.16 Final Plans shall mean the complete set of the final approved Plans and Specifications, which shall show, without limitation, any and all work to be performed in the field, including site plans, architectural, structural, grading, and drainage plans, signage and all the other disciplines engaged in the development of the construction documents and completed technical specifications, all of which shall be sufficient to enable the Landlord to make an informed judgment about the design and with sufficient detail as to allow for the issuance of a building Permit (hereinafter referred to as “**Final Plans**”).

2.17 Financing Date shall mean the date that the Tenant closes on its financing for the Project (the actual closing date), irrespective of the type or source of the financing. The parties further agree that in no event shall the Financing Date be later than February 29, 2028.

2.18 Force Majeure shall mean those events beyond the reasonable control of a party required to perform under this Lease, such as, but not limited to, labor strikes; acts of God; floods; fires; enemy action; civil disturbance; sabotage; restraint by court or public authority; litigation or administrative challenges by third-parties to the execution or performance of this Lease or the procedures leading to its execution; or moratoriums, provided, however, that Force Majeure shall not include the Coronavirus disease (commonly known as the COVID-19 pandemic), and/or any of its variants that exist or may later emerge, irrespective of when such emergence shall occur.

2.19 Hazardous Materials shall mean any explosives, radioactive materials, friable asbestos, electrical transformers, batteries, and any paints, solvents, chemicals, or petroleum products, as well as any substance or material defined or designated as a hazardous or toxic waste material or substance, or other similar, term or substance used by any federal, state, municipal or local environmental statute, regulation or ordinance presently or hereinafter in effect, as such statute, regulation or ordinance may be amended from time to time. Notwithstanding the foregoing, the term hazardous materials shall not include: (i) commercially reasonable amounts of such materials used in the ordinary course of constructing and/or operating the Project which are used and stored in accordance with all applicable Laws and Ordinances; or (ii) oil in de minimis amounts typically associated with use of certain portions of the Premises for driving and parking of motor vehicles which are used, stored or released in accordance with all applicable Laws and Ordinances.

2.20 HUD shall mean the United States Department of Housing and Urban Development.

2.21 Impositions shall mean any and all ad valorem taxes, special assessments, sales taxes or any other levies by any governmental entity with appropriate jurisdiction.

2.22 Improvements shall mean the Building or Buildings to be constructed on the Premises, including the parking areas (including garages, if any), hardscaping, landscaping, and any other structures, facilities or amenities, as well as all related infrastructure, installations, fixtures, equipment, utilities, site-work and other improvements existing or to be developed upon the Premises.

2.23 Internal Revenue Code shall mean the official consolidation and codification of the general and permanent tax laws of the United States of America, which is commonly referred to as the “IRS Code” or “IRS tax code,” which laws are in Title 26 of the U.S. Code.

2.24 Landlord shall mean Miami-Dade County, a political subdivision of the State of Florida, through its People and Internal Operations Department, or any successor department.

2.25 Landlord Event of Default or Landlord Events of Default shall have the meaning ascribed to such term in Section 18.6.

2.26 Laws and Ordinances shall mean any and all present and future applicable laws, ordinances, rules, regulations, authorizations, orders and requirements of all federal, state, county and municipal governments, the departments, bureaus, agencies, or commissions thereof, authorities, boards or officers, any national or local board of fire underwriters, or any other body or bodies exercising similar functions having or acquiring jurisdiction over all or any part of the Premises.

2.27 Lease shall mean this Lease (including all exhibits and schedules) and all amendments, supplements, modifications, addenda or renewals thereof.

2.28 Leasehold Mortgage shall mean a Mortgage or Mortgages or other similar security agreements encumbering the leasehold interest of Tenant hereunder given to any Leasehold Mortgagee, for all or any portion of the Premises, and shall be deemed to include any mortgage or trust indenture under which this Lease shall have been encumbered.

2.29 Leasehold Mortgagee shall mean the holder of a Leasehold Mortgage, and the successors or assigns of such holder, mortgagee or beneficiary, and shall be deemed to include the trustee under any such trust indenture and the successors or assigns of such trustee; all Leasehold Mortgagees shall be subject to the reasonable approval of Landlord.

2.30 Lender shall mean a recognized financial institution or government that makes offers and underwrites loans, or otherwise makes funds available to a person or business with the expectation that the funds will be repaid. Without limiting the generality of the foregoing, a Lender shall be recognized financial institution, shall include, without limitation, a bank, savings and loan, pension fund, insurance company, savings bank, real estate investment trust, tax credit syndication entity, and/or other real estate investment or lending entity, whether such institution be local, national or an international institution/entity. Without limiting the generality of the foregoing, a government shall include, without limitation, a federal, state, county or municipal governmental agency or bureau, that provides funding for development projects. A Lender may or may not be a Leasehold Mortgagee, depending upon if the loan is collateralized by the Tenant’s leasehold interest in the Premises.

2.31 Medical Facility shall have the meaning ascribed to such term above in the Preamble.

2.32 Mortgage or Mortgages shall mean a loan(s) collateralized by the leasehold interest of the Tenant, and used to improve the Premises for the construction, reconstruction and/or renovation of the Project. The mortgage(s) can be a purchase money mortgage given back to the transferor, or is bridge financing, or another type of loan, reasonably acceptable to Landlord, given to the Tenant for the construction, reconstruction or renovation of the Project.

2.33 Permit or Permits shall mean any permit issued or to be issued by the appropriate governmental agency and/or department authorized to issue such permits, including but not limited to applicable permits for construction, demolition, installation, foundation, dredging, filling, the alteration or repair or installation of sanitary plumbing, water supply, gas supply, electrical wiring or equipment, elevator or hoist, HVAC, sidewalk, curbs, gutters, drainage structures, paving and the like.

2.34 Permitted Sublease shall have the meaning ascribed to such term in Section 16.4(B).

2.35 Plans and Specifications shall mean the plans and specifications for all the work in connection with the demolition or alteration of existing structure(s), if any, as well as the documentation prepared or assembled for describing and communicating the design, location, and physical characteristics of the elements of the Project, any and all Improvements, changes, additions or modifications thereof, which is necessary for obtaining a building permit and administering the contract for construction of the Project. And such plans and specifications are required to be done or performed in a timely manner, and in order to achieve the construction of the Project, as described in, and otherwise contemplated by the terms and conditions of this Lease. Final approved Plans and Specifications shall be known herein as the "Final Plans."

2.36 Premises shall mean that real property, consisting of approximately 63,336 square feet, which is a vacant parcel of land, having the address 7440 N.W. 26 Avenue, Miami, Florida 33147, identified by Folio Number: 30-3110-073-0020, and the air rights above the parcel, along with any easements, rights-of-way and all appurtenances, as further described and illustrated in Exhibit "A", which is attached hereto and incorporated herein by this reference. The exact boundary lines of the Premises shall be legally described and illustrated in a boundary survey, provided by the Tenant, and approved by the Landlord, within one (1) year from the Effective Date. A boundary survey of the Premises, establishing the boundary lines of the Premises, which shall be provided to the Landlord for its approval, and upon the Landlord's approval, such boundary survey of the Premises shall be attached to this Lease and marked as Exhibit "B".

2.37 Project shall mean the overall development of the Premises, including a Building and the Improvements, according to the Development Concept and this Lease, substantially as described in Section 4.3 of this Lease, and in the final approved Plans and Specifications. The Project includes the development of a Medical Facility, for the Term of this Lease, which will include a medical Building consisting of no less than 6,000 square feet of interior space, and the appropriate number of parking spaces, as determined by the zoning code, for all of the employees, patients, vendors, and guests.

2.38 Rent shall mean the money due to the Landlord, by the Tenant, for the Tenant's use and occupancy of the Premises as provided in Section 3.1.

2.39 Sublease Agreement shall mean any instrument pursuant to which all or any portion of the Premises is subleased, including but not limited to a temporary grant by the Tenant to a Subtenant for the right to develop a portion of the Project.

2.40 Subtenant shall mean a not-for-profit entity, which is qualified under Section 125.38, *Florida Statutes*, that is approved by the Landlord to sublease a portion of the Premises.

2.41 Taking shall mean the exercise of the power of eminent domain as described in Article 18.

2.42 Taking Authority shall mean the federal, state or county government, or any agency or authority possessing the power of eminent domain to transfer title to a property from one (1) owner to the government, or governmental agency or authority.

2.43 Tenant shall mean the Jessie Trice Community Health System, Inc., a Florida not-for-profit corporation.

ARTICLE 3

RENT

3.1 Rent. The Tenant shall pay annual lump sum rent payments to the Landlord commencing on January 1, 2030 (“**First Rent Payment Date**”). Rent shall be due every January 1st thereafter during the Term of this Lease. The Rent due on the First Rent Payment Date shall be the amount of One Hundred (\$100.00) Dollars, and shall automatically increase annually thereafter at a rate of three (3%) percent per year over the prior year’s rent payment. Any Rent which is not paid to the Landlord shall bear interest at a rate of ten (10%) percent until paid, as described below in Section 3.2, and should any Rent remain unpaid for ninety (90) calendar days or more from that date that it was due, it shall be an Event of Default, as described below in Section 18.1(a) of this Lease. The payment of Rent shall be made payable by check or wire transfer, to the Landlord’s People and Internal Operations Department, and delivered to Miami-Dade County, People and Internal Operations Department, Accounting Section, Suite 2460, Miami, Florida 33128.

3.2 Late Payment of Rent. Should the Tenant, for any reason whatsoever, fail to pay the Rent on the date that such Rent is due to the Landlord, the Tenant shall be responsible to immediately pay to the Landlord, in addition to the Rent, a late fee, in an amount equal to ten (10%) percent of the amount of the unpaid Rent payable hereunder. Should the Tenant fail to pay the late fee, such late fee shall continue and be added to the amount of the Rent. Further, should the Tenant fail to pay the Rent and any applicable late fee within thirty (30) calendar days of the due date the Tenant shall also be liable to the Landlord for interest on such unpaid Rent and late fee, at the rate of ten (10%) percent, and such interest shall commence at day thirty-one (31) and continue until unabated while the delinquent amount remains unpaid. The interest and the penalty amounts are cumulative, and the amounts are compounded. Any late fee and/or interest shall be deemed as Additional Rent. And should the Tenant fail to pay Rent for any ninety (90) calendar day period, it shall be an Event of Default, as described below in Section 18.1(a) of this Lease.

3.3 Abatement of Rent, Concession, Set-off and Deduction. The Tenant hereby acknowledges and agrees that the Tenant shall have no right to any type of set-off, reduction, deduction, concession, reservation and/or abatement of Rent and/or Additional Rent for any reason

whatsoever, unless such right is expressly described in this Lease. The Tenant further expressly agrees that time is of the essence with regard to the payment of Rent and Additional Rent, and hereby agrees to timely pay any and all Rent and/or Additional Rent, and shall do so without stipulation, restriction, condition, reservation, deduction, or set-off.

3.4 Rent During Renewal or Holdover. The Tenant agrees that the Rent during any renewal period shall continue to increase, at the rate of three (3%) percent annually, as it is described above in Section 3.1 of this Lease. Separately, during any period beyond the Expiration Date if the Term is not renewed, or beyond the expiration of the last renewal term duly exercised pursuant to Section 1.4, the Rent shall automatically increase by two hundred (200%) percent of the previous Rent, which was in effect on the expiration date of the term last in effect.

3.5 Financing Date. The Tenant hereby agrees that it shall secure and close on any and all financing, and/or funding, of any nature or type, for the entire Project by February 29, 2028 (the “**Financing Date**”). The parties acknowledge and agree that in no event shall the Financing Date be later than February 29, 2028. At least sixty (60) calendar days before February 29, 2028 (i.e., December 31, 2027), should the Tenant believe that all of the requisite financing for the Project will not be secured by the Financing Date, then Tenant, shall notify the Landlord, in writing, of such failure to secure financing and thereafter, the Tenant shall either request an extension of the Financing Date, for a maximum of three (3) months from the Financing Date, up to May 29, 2028 (the “**Extended Financing Date**”), or notify the Landlord that it has elected to terminate this Lease. Should the Tenant elect to terminate this Lease, the Tenant shall terminate this Lease, in writing, on or before December 31, 2027. Should the Tenant fail to terminate this Lease by that date, for any reason whatsoever, and fail to secure the required financing, then the Tenant shall be in default, and this Lease shall automatically terminate, without any right to cure on the Financing Date. Should the Tenant elect to request an extension of the Financing Date, the Landlord may, in its discretion, and through the County Mayor or Mayor’s designee, extend the Financing Date by a time period not to exceed three (3) months in total, if the Tenant can show that financing is imminent, but has been unavoidably delayed due to no fault of the Tenant. Such right by the Landlord to extend the Financing Date, for any period of time up to an additional three (3) months, shall be strictly limited to a one (1) time right only. Further, the Tenant hereby acknowledges and agrees that it shall provide to the Landlord, without demand, copies of any and all financial closing statements, a sources and uses of funds statement for the Project, and the construction budget for the Project, as well as any and all information and supporting documentation regarding such construction budget in sufficient detail to allow the Landlord to confirm that Tenant has sought the necessary funding to timely finance the Project, and thereafter obtained sufficient funds to develop and complete the Project.

3.6 Additional Rent. The Tenant hereby acknowledges and agrees that the Landlord is, and throughout the Term of this Lease, or any renewal or extension thereof, entitled to receive as “**Additional Rent**” any and all other costs and expenses relating to the Premises, that the Landlord is required to pay, or has paid, on behalf of Tenant, and/or as a result of Tenant’s occupancy of Premises, such as, but not limited to, electricity, water, sewer, storm water utilities, real estate taxes, sales taxes, other Impositions, and/or any other costs or expenses that are the responsibility of the Tenant, and are to be paid by the Tenant, and/or which were initially paid by the Landlord and are to be reimbursed by the Tenant, as well as other expenses or fees due to the Landlord.

a.) The Tenant also acknowledges and agrees that if at any time during the Term of this Lease, or any renewal or extension thereof, a tax, charge, levy, imposition, or excise is placed, or

otherwise imposed, on the Premises, and/or any adjoining space that is utilized or otherwise occupied by the Tenant, due to the Project, and/or the ongoing operations of the planned Medical Facility, and/or the Tenant's leasehold interest in the Premises, then the Tenant shall be solely responsible for the payment and satisfaction of any such tax, charge, levy, imposition, or excise.

ARTICLE 4
PERMITTED USE OF PREMISES; DEVELOPMENT OF PREMISES

4.1 **Uses of the Premises.**

A.) The Tenant hereby agrees to devote the Premises during, and throughout, the Term and pendency of this Lease to the design, construction, operation and maintenance of the Project, which is strictly limited to the construction and development of a Medical Facility, with any and all parking (surface and/or structured parking); and, in addition, the permitted use shall also include the construction of a separate facility, along with the ongoing operations, for a not-for-profit entity that qualifies under Section 125.38, *Florida Statutes* (“**Permitted Use**”).

B.) The parties recognize and acknowledge that the manner in which the Project is developed, used, operated and maintained are matters of critical importance to the Landlord and to the general welfare of the community. As a result, the Tenant agrees that at any and all times during the Term, that the Tenant will use extraordinary efforts to create, operate and maintain the Project on the Premises which: (i) does not have a substantial number of criminal events on the Premises (substantial meaning greater than fifteen (15%) percent of the surrounding community, as determined by crime statistics of the Miami-Dade County Sheriff's Office, or whatever source utilized by the Miami-Dade County Sheriff's Office, or its successor); (ii) the Premises is properly maintained, such that any and all trash, litter, rubbish and refuse on and about the Premises is timely removed and disposed of, and in this regard no more than one (1) violation and/or citation is issued by any governmental authority for failure to maintain the condition of the Premises, in any one (1) year period.

C.) The Tenant hereby agrees that it shall, at all times, comply with any and all Laws and Ordinances, regulations and/or requirements with regards to the Premises, and in this regard, the Tenant hereby agrees to secure and maintain any and all Permits, licenses and approvals necessary or otherwise required to construct the Project, as well as to occupy and/or operate the Tenant's business on the Premises, consistent with the Permitted Use. Further, the Tenant also agrees that if, at any time, any of the Permits, licenses or other approvals become expired, suspended, revoked, or otherwise invalid, the Tenant shall immediately cease its operations on the Premises, except such activities necessary to maintain the Building as being fully habitable, to the extent that the Building is occupied and notify the Landlord of such expiration, suspension, revocation and/or termination.

D.) The Tenant acknowledges that pursuant to Section 2-8.6.5 of the Code of Miami-Dade County that it shall notify the Landlord whenever there is a change in the ownership of the Tenant, and represents and warrants that it will comply with this legal requirement for the term of this Lease.

4.2 **Development Rights.** Prior to the Effective Date, the Tenant formulated the preliminary Development Concept, which, as articulated as of the Effective Date, is illustrated in Exhibit “C”. As of the Effective Date, the Tenant has undertaken economic and feasibility analyses with respect to the Development Concept. Based on the results of such analyses and continuing site

plan, feasibility and implementation work to incorporate such results, the Development Concept may be amended in Tenant's discretion, subject to the prior written approval of the Landlord, and any Leasehold Mortgagee, if required, which written approvals shall not be unreasonably withheld, conditioned or delayed. In no event shall the Development Concept be modified to: (a) adversely impact the overall intended benefits to the Landlord and/or the residents in the surrounding area, including, but not limited to the construction, operation and maintenance of a Medical Facility. Further, as part of the Tenant's development rights, the Tenant hereby acknowledges and agrees that Commencement of Construction shall occur within six (6) months from the Financing Date. Should the Commencement of Construction not occur within six (6) months from the Financing Date, then, in addition to any other remedy available to the Landlord, at law or in equity, the leasehold interest in the Premises shall be automatically terminated and returned to the Landlord upon the termination of this Lease, without the Tenant having any right to cure the Event of Default.

4.3 Project (Development of the Premises). The Landlord and Tenant have agreed that the Tenant shall construct the Medical Facility on the Premises, in a manner that is consistent with the Development Concept (see Exhibit "C"), and containing the following:

a) The Tenant shall construct a surface parking lot and/or a structured parking facility, which will accommodate all of the required parking for the patients of the Medical Facility, along with the guest of the patients, and vendors, along with parking for any management and custodial staff, all as prescribed by the applicable building or zoning code, including any waiver, warrant, or variance thereof. Additionally, with the execution of the Permitted Sublease, then the Subtenant shall construct sufficient parking for its building and operations, in accordance with the applicable building or zoning code. All such surface parking lot and/or structured parking facility will be located on the Premises. The Tenant shall also be solely responsible for, at all times during the Term of this Lease, maintaining the surface parking lot and/or structured parking facility that services its building and operations, including, but not limited to, ensuring the installation and continued presence of proper lighting, signage, landscaping, and security. Likewise, the Subtenant shall be solely responsible for maintaining the surface parking lot and/or structured parking facility that services its building and operations, including, but not limited to, ensuring the installation and continued presence of proper lighting, signage, landscaping, and security.

b) The Tenant shall be solely responsible for incorporating any and all security measures into the Project, including, but not limited to energy efficient LED lighting throughout the Premises, security cameras in and about the Building or Buildings (interior and exterior) and in the parking lot and/or structured parking areas.

e) The Tenant shall be responsible for ensuring that the Project is connected to sanitary sewer system (no use of any type of septic tank is permissible). The Tenant shall provide evidence of connection to the sanitary sewer system or plans and specifications for the same if the Premises is not currently connected to the sanitary sewer system. Further, the parties hereby acknowledge and agree that Commencement of Construction is prohibited without providing evidence to the Landlord of the required sanitary sewer connection pursuant to the Board's Resolution No. R-365-21.

f) The Landlord and Tenant hereby acknowledge and agree that the Landlord, in its capacity as Landlord, under this Lease, has no obligation (financial, regulatory, or otherwise), either now and/or in the future, for any activities (necessary or otherwise), relating to the pre-construct and/or construction of any Building, structure(s) and/or Improvements, on or about the Premises, during the

Term of this Lease, except as expressly provided for in this Lease.

4.4 Landlord Joinders. Subject to the Landlord’s sovereign rights (including as so described and provided hereunder), the Landlord, through the County Mayor or the County Mayor’s designee, agrees to reasonably assist in the joining in of any plat or other applications, including, but not limited to, Permits, easements, declarations, easement vacations or modifications, and other documents, as well as reasonable estoppels and non-disturbance and attornment agreements, as provided in, or otherwise required by or for, this Lease, as may be reasonably necessary for Tenant to finance, develop and use the Premises in accordance with the Development Concept, and later, the Final Plans, as described below, and in a manner otherwise permitted hereunder; provided that such joinders by Landlord: (a) shall be at no cost to the Landlord other than its costs of review; (b) shall not impose additional obligations or liabilities or potential obligations or liabilities on Landlord, and (c) shall be in a form, and on terms, acceptable to Landlord, which acceptance shall not be unreasonably withheld or delayed. The Landlord further acknowledges that the Tenant may need to secure certain zoning and site plan approval, and the Landlord hereby agrees reasonably to cooperate with Tenant, without unreasonable delay, with respect to and in support of such zoning applications and where necessary participate in the site plan approval process, so long as such cooperation results in no cost to the Landlord. Additionally, notwithstanding any of the foregoing, it is the intention of this Section to address only ministerial, or minor administrative actions required of the Landlord and not to require material or substantive obligations or undertakings by the Landlord related to such applications, agreements or any other efforts contemplated above. Moreover, in no case shall the Landlord be required to waive, relinquish or diminish any right or privilege, in connection such efforts contemplated above, and that in no case shall any such effort result in any waiver, relinquishment or diminishment of any Landlord right or privilege.

4.5 Milestones and Outside Dates for Project Commencement, Development, Completion, and Operation.

a) The Tenant shall, at its sole cost and expense, within one (1) calendar year from the Effective Date, shall provide to the Landlord a survey, which indicates the exact boundary lines of the Premises and legally describes and illustrates the Premises in a boundary survey, which, if approved by the Landlord, shall then be attached hereto as Exhibit “B”, and such survey shall be certified to the Tenant and Landlord; and

b) The Tenant shall, within one (1) calendar year from the Effective Date, at its sole cost and expense, re-zone the Premises, including any undertaking any required comprehensive development master plan amendment, to permit (allow for) the Permitted Use, and any other purpose(s) as described, or otherwise contemplated by, this Lease.

c) Starting from the Commencement Date and ending upon Completion of Construction, the Tenant shall provide monthly status reports to the Landlord, specifically the Director of the People and Internal Operations Department, with a copy to the District Commissioner (District 2), describing the current state or condition of the progress of the Project, including, but not limited to, compliance with all regulations, timelines and milestones, as well as any and all issues, impediments, obstacles, and/or obstructions that might delay or prevent the Tenant from meeting any and all timelines in this Lease, particularly regarding the construction of the Project.

d) On or before the Financing Date, and without limiting any other Tenant obligation

herein, Tenant shall, at its sole cost and expense, provide the Landlord with the following:

- (1) A letter from Tenant's attorney, or from the jurisdiction where the Premises is located, or in the alternative, a commercially prepared zoning report, stating that the Premises is properly zoned for the proposed Project; and
- (2) A copy of a final budget for the Project, including all sources of funding, and the actual construction cost for the Building or Buildings, and all other Improvements, as reviewed and approved by an architect licensed to perform such work in the State of Florida; and
- (3) A copy of environmental reports (Phase I and any Phase II Environmental Site Assessments, if necessary) of the Premises performed by an environmental engineering firm, licensed to perform such work in the State of Florida; and
- (4) The 100% Plans and Specifications, as described below, for the Project showing any/all work to be performed in the field, including site plans, architectural, structural, grading, and drainage plans, signage and all the other disciplines engaged in the development of the construction documents of the Building; and
- (5) A copy of a fully executed contract between the Tenant and a licensed general contractor (or the prime contractor), for the construction of the entire Project. Such contract must show the cost of construction and the dates for Commencement of Construction and Completion of Construction; and
- (6) A copy of a utility survey establishing evidence that the Premises is connected to the existing sanitary sewer system. And to the extent that the Premises is not connected to the existing sanitary sewer system, the Tenant shall provide Plans and Specifications for the Project showing evidence that the Project shall include the connection to the nearest or nearby sanitary sewer system, which work the Tenant shall perform, at its sole cost and expense, as part of the Project.

e) The Tenant agrees that Commencement of Construction for the Project shall occur no later than six (6) months from the Financing Date, and Completion of Construction for the Project shall occur no later than January 31, 2030. If Commencement of Construction does not occur on time, it shall be an Event of Default under this Lease, and in addition to any other remedy available to the Landlord, at law or in equity, this Lease shall automatically terminate, and the leasehold interest in the Premises shall return to the Landlord.

f) The Tenant hereby acknowledges and agrees that Completion of Construction shall occur no later than January 31, 2030. Accordingly, the Tenant hereby acknowledges and agrees that if the Completion of Construction of the Project, as evidenced by a Certificate of Occupancy, does not occur on time, it shall be deemed an Event of Default under this Lease and Landlord shall also have any other remedy available to the Landlord, at law or in equity. If within thirty (30) calendar days from the mailing date of the Landlord's notice of such Event of Default to Tenant the Tenant does not provide Landlord with evidence (verifiable proof of issuance) of the Certificate of Occupancy for the Project, this Lease shall automatically terminate, without the Tenant having any further right to cure the Event of Default, and the leasehold interest in the Premises shall automatically return to

the Landlord. Notwithstanding the foregoing, if Tenant on or before October 31, 2029, first requests in writing to the Landlord an extension of time for Completion of Construction, with an accompanying, non-refundable, payment by the Tenant in the amount of Ten Thousand (\$10,000.00) Dollars, payable to the Landlord, then the County Mayor shall have the authority to extend the deadline for the Completion of Construction, and all other milestones or deadlines relating strictly to Completion of Construction, for a period of up to six (6) months (until July 31, 2030), provided that Landlord determines, in its sole discretion, that the Tenant, or the Leasehold Mortgagee, as applicable, has used and is continuing to use good faith efforts to timely complete the Project.

g) **Minimum Development.** Within ninety (90) calendar days of Completion of Construction of the Project (unless extended by an additional one hundred eighty (180) calendar days in writing by the Landlord in the event Tenant demonstrates in writing that there is a reasonable delay in securing the requisite licenses, certifications, and/or approvals for operating the Medical Facility) but in any event no later than, in total, two hundred seventy (270) calendar days from Completion of Construction, and continuously throughout the remaining term of this Lease, the Tenant agrees, at a minimum, to satisfy the following requirements of subsections (1) through (4) inclusive below, which shall be deemed the “**Minimum Development**”:

(1) The following services or other like type services considered appropriate to the Medical Facility, shall be fully operational a minimum of five (5) days per week.

(2) Provide medical services at the Medical Facility, at affordable, below-market pricing, to include, at minimum:

A. Pediatric medical services

B. Pediatric dental services

(3) Medical service payment options shall include:

A. an income-based self-pay plan not to exceed 75% of Medicare allowable reimbursement for any given service within Miami-Dade County at the time of delivery of service; and

B. all possible reimbursements from federal, state and local programs; and

C. a pool of funds to assist patients with co-pays, co-insurance and deductibles, based on the needs of the patient and availability of funds; and

D. acceptance of local and national commercial insurance plans.

(4) Provide wellness and ancillary services at affordable, below-market pricing to include one or more of senior care, childcare, meals, prescriptions, diagnostic services, supplements and medical equipment to the community at below-market pricing for goods and services. Programs shall include all possible reimbursements from federal, state and local programs and income-based payment plans.

(5) In the event that the Tenant fails to begin operating the Minimum Development in accordance with the timetables of this Section 4.5(g), or fails to meet or maintain any of the

requirements of the Minimum Development during the term of this Lease, or uses the Premises or the Medical Facility in a manner inconsistent with the terms of this Lease, then the Tenant shall notify the Landlord of such fact, coupled with the reason(s) why the Tenant has failed to comply with these obligations. Whether or not Tenant has so notified the Landlord of any of the foregoing noncompliance, the Landlord, in its sole and absolute discretion, shall have the right to declare that such failure(s) constitutes an Event of Default. Should the Landlord determine that the Tenant's failure to use the Premises or operate a Medical Facility as required by this Lease is an Event of Default, then the Tenant shall have thirty (30) calendar days to cure such default, by operating out of the Medical Facility, or otherwise provide services from the facility in a manner consistent with the terms of this Lease. Should the Tenant fail to timely cure the default within thirty (30) days of Landlord's determination of an Event of Default, then this Lease shall automatically terminate immediately thereafter.

4.6 Design Plans; Review and Approval Process.

A.) Landlord shall designate a representative who shall be responsible for overseeing and coordinating the approval of the Plans and Specifications for the Project by Landlord in its proprietary capacity (as owner of the Premises), and managing all communications between Tenant and the Landlord during the construction process. If Landlord fails to designate a representative within sixty (60) calendar days of Commencement Date, the representative shall be deemed to be the Director of the People and Internal Operations Department, until such time as Landlord designates a representative in writing.

B.) Tenant shall submit the Final Plans, as described below, as well as any and all other components of the construction documents, which the Tenant intends to file with any and all applicable governmental bodies, to Landlord's representative for review and approval of the Project, in the manner as described below. Such submittal shall occur prior to the submission to any other governmental department and/or agency, and shall be in addition to any requirement for the Tenant to secure any other type of governmental department or agency approval and/or Permit. For each submittal (collectively "**Plan Submittals**"), the Tenant shall submit two (2) sets of prints, with the date noted on such prints, and a CAD file, along with a copy of this Lease, to the Landlord's representative.

C.) Tenant shall submit the following Plan Submittals to the Landlord with sufficient time and sufficiently in advance such that the 100% Plans and Specifications, as described below, may be finalized and submitted to the Landlord on or before the Financing Date, as set forth above:

a. Final approved Plans and Specifications (as later described as the "Final Plans") shall update the Development Concept for the Project, which shall include the overall site plan, building elevations, space plans, configuration of Improvements, as well as floor plans, require the Landlord's written approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

b. Unless already completed by the Tenant as of the Commencement Date, when thirty (30%) percent of the overall design of the Project has been completed ("**30% Plans and Specifications**"), the Tenant shall submit two (2) copies of such 30% Plans and Specifications, including an estimate of probable costs, and project schedule to the Landlord for review which shall all be in accordance with the approved Development Concept. If the Landlord has any comments and/or proposed modifications to the 30% Plans and Specifications, the Landlord shall provide comments and/or

proposed modifications in writing to Tenant. The Tenant shall not proceed until both parties are in agreement.

D.) **50% Plans and Specifications:** The Tenant shall proceed diligently to complete fifty (50%) percent of the overall design of the Project (“**50% Plans and Specifications**”) shall be based on the reviewed and approved 30% Plans and Specifications, and shall show without limitation any and all work to be performed in the field, including site plans, architectural, structural, grading, and drainage plans, signage and all the other disciplines engaged in the development of the construction documents of the Project. The Tenant shall provide the Landlord with enough information to enable the Landlord to make an informed judgment about the design. Within fifteen (15) business days after the Landlord receives the 50% Plans and Specifications, the Landlord shall either approve them or deliver to the Tenant specific corrective comments. The Tenant shall resolve all comments and requests for modifications by the Landlord to the 50% Plans and Specifications and obtain written approval from the Landlord prior to proceeding with the development of the Final Plans, as described below. The Tenant shall not proceed until both parties are in agreement.

E.) **Final Plans:** The Tenant shall prepare and deliver to the Landlord, by the Financing Date, a complete set of the final approved Plans and Specifications which shall show without limitation any and all work to be performed in the field, including site plans, architectural, structural, grading, and drainage plans, signage and all the other disciplines engaged in the development of the construction documents and completed technical specifications, all of which shall be sufficient to enable the Landlord to make an informed judgment about the design and with sufficient detail as to allow for the issuance of a building Permit (hereinafter referred to as “**Final Plans**”). The Final Plans shall be based upon, and consistent with, the reviewed one hundred (100%) percent Plans and Specifications. The Landlord shall, within fifteen (15) business days upon receipt of the Final Plans, either approve them or deliver to the Tenant specific corrective comments. The Tenant shall resolve all comments and requests for modifications by the Landlord to the Final Plans and obtain written approval from the Landlord prior to submitting the Final Plans to the applicable regulatory agencies for permitting.

F.) As an alternative to revising the Plan Submittals upon receipt of Landlord’s disapproval of the initial submission, Tenant may request reconsideration of such comments, by first describing in detail why it reasonably believes that the Plan Submittals should not be changed or modified, in which case, within fifteen (15) business days of such request for reconsideration, the Landlord shall again advise the Tenant in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval. If the Landlord continues to disapprove after reconsideration, the Tenant shall resubmit the revised Plan Submittals to the Landlord within thirty (30) calendar days after the date Tenant receives such disapproval. Any resubmission shall be subject to review and approval by Landlord, in accordance with the procedures hereinabove provided for an original submission, until the same shall receive final approval by the Landlord. The Landlord and the Tenant shall in good faith attempt to resolve any disputes concerning the Plan Submittals in an expeditious manner. If the Landlord shall have approved any aspect of the Plan Submittals in an earlier plan submission, and no portion of the revised Plan Submittals has affected the earlier-approved aspect, Landlord shall not have the right to disapprove that which it approved earlier, absent a finding that said aspect of the Plan Submittals interferes with the operation of a governmental entity or municipality and/or negatively impacts the public utilities and/or facilities in the area, as determined by Landlord in its sole and absolute discretion, and/or it fails to comply with applicable Laws and Ordinances. Further, the Tenant hereby acknowledges and agrees that if it fails to secure and/or incorporate the Landlord’s comments into the Plan Submittal process, and/or into any version of the Plans and Specifications, including, but not

limited to the Final Plans, then the Landlord shall have the right to have such Plans and Specifications revised, in accordance with its requirements, at the sole cost and expense of the Tenant, and the timing for the Tenant to complete the Project shall not be extended as a result of any delay in securing any Permits.

4.7 Conformity of Plans; Permits. Plans and Specifications along with any other component of the construction documents, as well as any and all work by the Tenant with respect to the Premises, and Tenant's construction of the Building and/or other Improvements thereon shall be in conformity with this Lease, the Final Plans approved by the Landlord, applicable building codes, and all other applicable federal, state, county and local Laws and Ordinances. Following completion of the approval process described above, the Final Plans for the Project shall be the final approved Plans and Specifications and result in the construction documents for the Project, which shall be then submitted to government agencies and authorities for permitting. The Landlord's approval shall be in writing and each party shall have a final set of construction documents, including the Final Plans, along with any other documentation, signed by both parties. In the event any material change occurs after approval of the Final Plans and/or the construction documents, then the Tenant must resubmit the changed portion of the Final Plans and/or the construction documents to the Landlord for the Landlord's reasonable approval (irrespective of whether the change is required by another Miami-Dade County department as part of the permitting process) and such approval process for material modifications shall follow the procedure set forth above.

4.8 [Reserved]

4.9 Tenant Development Obligations. The Landlord's approval of the Development Concept, Final Plans and the construction documents pursuant to this Article 4 shall not relieve Tenant of its obligations under Law and Ordinances to file such Final Plans and/or any other required portion of the construction documents with any department of Miami-Dade County or any other governmental authority having jurisdiction over the issuance of building, zoning or other Permits and to take such steps as are necessary to obtain issuance of such Permits. The Tenant acknowledges that any approval of the Development Concept, Final Plans or the construction documents given by Landlord in its proprietary capacity pursuant to this Article 4 shall not constitute an opinion or agreement by the Landlord that the construction documents and/or the Final Plans are structurally sufficient or in compliance with any Laws and Ordinances, and no such approval shall impose any liability upon the Landlord.

4.10 Facilities to be Constructed and "As-Built" Plans. The Landlord shall not be responsible for any costs or expenses for the construction and/or maintenance of any of the Buildings and/or other Improvements. After Completion of Construction, the Tenant shall warrant to the Landlord the condition of the Buildings and/or other Improvements on the Premises, which warranty shall include whether or not such Buildings and Improvements meet or exceed any and all applicable federal, state, county, and municipal codes, and Laws and Ordinances. The Tenant shall provide the Landlord with As-Built Plans within thirty (30) calendar days following Completion of Construction of the Buildings and/or other Improvements on the Premises.

4.11 Performance and Payment Bonds. At least ten (10) calendar days before Tenant commences any construction, reconstruction, renovation, razing and/or improvement work related to any portion of the Project, including prior to any materials are purchased from a supplier, the Tenant shall execute, and deliver to the Landlord and record in the public records of Miami-Dade County, a

payment and performance bond equal to the total cost of the construction, reconstruction, renovation, razing and/or improvement work to the Buildings and the other Improvements of the Project. Each payment and performance bond shall be in compliance with all applicable Laws and Ordinances, including the terms of Section 255.05, *Florida Statutes*, and in compliance with the requirements of Sections 255.05(1)(a) and (c), Section 255.05(3), and Section 255.05(6), and shall name the Landlord and the Tenant beneficiaries thereof, as joint obligees. Further, the Tenant shall not allow any mechanics liens or materialman's liens, or other liens, judgments or encumbrances of any kind ("**Encumbrances**"), to be placed on, or to cloud title of, the Landlord's fee simple interest in the Premises and the Tenant shall indemnify the Landlord for any costs, expenses, or damages the Landlord incurs by reason thereof. Further, in the event that any such Encumbrances are not removed as a lien on the Landlord's fee simple interest in the Premises within thirty (30) days after Tenant receives written notice about the Encumbrances from any source, or from receipt of a notice from the Landlord demanding removal of such Encumbrances, whichever occurs first, such Encumbrances shall be automatically deemed an Event of Default hereunder. The Tenant shall promptly take all steps required to immediately remove or otherwise resolve all such Encumbrances of which Tenant has been given actual notice. The proposed bond or bonds shall be subject to review and approval by Landlord, including the People and Internal Operations Department, Risk Management Division.

Alternatively to the 255.05 payment and performance bond, the Tenant may: (1) provide the Landlord with an alternate form of security in the form of a certified check that the Landlord may deposit in a bank account controlled by the Landlord or an irrevocable letter of credit in a form and for an amount that is acceptable to the Landlord ("**Alternative Security**"), to remain in place until evidence reasonably satisfactory to the Landlord is submitted to demonstrate all contractors involved in constructing the Buildings and performing the other Improvements on the Premises have been paid and the improvements have achieved Completion of Construction, and such Alternative Security shall meet the specifications set forth below; (2) require that the prime contractor (and/or general contractor) hired by Tenant to construct the Buildings and otherwise perform the work necessary to bring about the Improvements shall provide a performance bond with a surety insurer authorized to do business in the State of Florida as a surety in an amount not less than one hundred (100%) percent of their respective contract in a form acceptable to the Landlord to ensure that the construction work shall be completed by the contractor or, on its default, the surety and shall name the Landlord as an additional obligee and shall meet the specifications set forth below; and (3) the prime contractor (and/or general contractor) hired by Tenant to perform work on the Buildings and/or other Improvements shall provide a payment bond with a surety insurer authorized to do business in the State of Florida as a surety in an amount not less than one hundred (100%) percent of its respective contract in a form acceptable to the Landlord to secure the completion of the Buildings and/or other Improvements free from all liens and claims of sub-contractors, mechanics, laborers and material men and shall name the Landlord as an additional obligee and payee. The Alternative Security and the bond(s) shall comply with the requirements of Section 255.05.

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

(A) The Tenant shall obtain a conditional release of lien from its prime contractor (and/or general contractor) at the time each progress payment is made.

(B) The Tenant shall obtain an unconditional release of lien from its prime contractor (and/or general contractor) within five (5) business days after payment is made.

(C) In the event Tenant's contractor(s) claim non-payment(s), and/or, fail to timely provide unconditional releases of lien within the timeframe stipulated under these terms, the Landlord reserves the right but not the obligation to:

(i) Reduce the amount(s) in question from the cash deposit(s) or security posted until the claim(s) is/are liquidated; or

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

In either case, the Tenant shall within ten (10) business days of the Landlord's notification to deposit an amount equal to the reduced/dispensed amount in the Landlord's escrow account or increase the irrevocable letter of credit so as to replenish the original amount of the cash deposit(s) or security posted.

4.12 Progress of Construction. Starting from the Commencement Date, the Tenant shall submit written reports to the Landlord (specifically to the Landlord's representative, and if no representative has been identified by the Landlord, then to the Director of the People and Internal Operations Department), on a monthly basis of the progress of Tenant with respect to development and construction of the Project, with a copy to the District Commissioner (District 2). The Tenant, by executing this Lease, represents it has visited the Premises, is familiar with local conditions under which the construction and development is to be performed, will perform or cause the performance of all test borings and subsurface engineering generally required at the Premises under sound and prudent engineering practices, and will correlate the results of the test borings and subsurface engineering and other available studies and its observations with the requirements of the construction and development of the Building and all other Improvements. The Landlord makes no warranty as to soil and subsurface conditions. The Tenant shall not be entitled to any adjustment of Rent payments or of any applicable time frame or deadline under this Lease in the event of any abnormal subsurface conditions unless the subsurface conditions are so unusual that they could not have reasonably been anticipated, and in such event, time periods shall be extended by the reasonable time necessary to accommodate redesign and lengthened construction schedules resulting from that event, however, before the granting of any extension, the Tenant must first notify the Landlord in writing of any such abnormal subsurface condition, at the time when such condition was first identified. Further, the Tenant shall be solely responsible for any necessary changes in the zoning for the Premises, as well as any other entitlement requirements.

4.13 Ownership of Improvements. The Building and all other Improvements, as well as all material and equipment provided by Tenant, or on its behalf, which are incorporated into or become a part of the Project shall, upon being added thereto or incorporated therein, and the Project itself, be and remain the personal property of Tenant, but subject to the same becoming the property of Landlord at the expiration or termination of the Term of this Lease. The Landlord and Tenant hereby acknowledge and agree that the Tenant shall be accorded all benefits and burdens of ownership of the Project, made by or on behalf of the Tenant, throughout the Term of this Lease. Accordingly, at all times during the Term, the Tenant shall be deemed to exclusively own the Project for tax purposes, and the Tenant alone shall be entitled to claim depreciation and/or cost recovery deductions, the right to claim the federal new market tax credits available under the Internal Revenue Code, with respect to the Building and the other Improvements, as well as the right to amortize capital costs and to claim

all other tax benefits attributable to the Project. The Landlord and the Tenant acknowledge and agree that the Landlord is and shall remain the fee simple owner of the Premises.

4.14 Connection of Building to Utilities.

A.) The Tenant, at its sole cost and expense, shall install or cause to be installed all necessary connections between the Building that will be constructed on the Premises, and the water, sanitary and storm drain mains and mechanical and electrical conduits and other utilities, whether or not owned by Landlord. The Tenant shall pay for the complete cost, if any, associated with locating, installing and/or connecting to facilities for sewer, water, electrical, and any other utilities as needed to service the Premises. All utilities shall be in the name of the Tenant, except for utilities servicing the Subtenant, which shall be in the name of the Subtenant.

B.) The Tenant's obligations hereunder shall be subject to Landlord's express obligation hereunder, if any, to disclose in writing (and accompanied by plats, surveys, legal descriptions or sketches of surveys to the extent applicable and available) the location of all utility fixtures and installations, and all recorded or unrecorded easements or licenses affecting the Premises, which disclosure shall be made as soon as practicable after the Financing Date, and the documents which Landlord must furnish to Tenant, if any.

C.) The Tenant hereby acknowledges and agrees that it shall be responsible for any and all costs associated with storm water charges and/or fees relating to the Premises. Likewise, the Tenant further agrees to be responsible for any and all other utility charges or fees for the Premises.

4.15 Connection Rights. The Landlord hereby grants to the Tenant, commencing on the Financing Date of this Lease, and continuing during the Term, the non-exclusive right to construct utility infrastructure and connections and to tie-into existing infrastructure and utility connections serving the Premises, which connection shall be first fully described and specified in the construction documents and in the Final Plans approved by the Landlord, specifically the Director of the People and Internal Operations Department. However, any connections to existing infrastructure and/or utilities must also receive the prior written approval of the governmental entity having authority over, such infrastructure and/or utility. The Landlord and Tenant further acknowledge and agree that no approval by the Landlord to any Final Plans and/or construction documents, in its capacity as landlord for this Lease, shall serve as evidence of any type of permission or waiver to avoid securing the requisite approval to connect to any utilities, including, but not limited to any utilities owned by Miami-Dade County.

4.16 Off-Site Improvements. Any off-site Improvements required to be paid or contributed as a result of Tenant's development of the Premises shall be paid or contributed by Tenant or third-parties to which Tenant delegates such responsibility. The Tenant shall have the right and opportunity to perform its due diligence with respect to off-site Improvements required to implement the Project, and Tenant may elect to terminate this Lease, but no later than one (1) year from Effective Date. The Tenant hereby agrees to deliver to the Landlord, without demand, copies of any and all testing that was performed and/or secured as a result of the Tenant's due diligence.

4.17 Introduction of Waste or Hazardous Materials. The Tenant agrees that in its use and occupancy of the Premises it shall comply with any and all applicable Laws and Ordinances regarding waste and Hazardous Materials. The Tenant shall not cause or allow on or upon the

Premises, or as may affect the Premises, any act which may result in the discharge of any waste or Hazardous Materials, or otherwise damage or cause the depreciation in value to the Premises, or any part thereof due to the release of any waste or Hazardous Materials on or about the Premises. The Tenant further hereby agrees to immediately notify the Landlord, in writing, should an accident or incident occur in which any waste and/or Hazardous Materials are released or otherwise discharged on or about the Premises.

4.18 Developers or Co-Developers. In the event that an agent of Tenant is acting as the developer of the Project, as designated by Tenant, then Landlord agrees to reasonably cooperate with such developer for purposes of this Lease; provided that the Landlord shall receive copies of any and all contracts between Tenant and its developers, contractors and design professionals relating to the Project, and be notified of and have rights to attend and participate in all meetings or actions involving a third-party developer's involvement in the Project.

4.19 Landlord's Contracts and Agreements. The Landlord and the Tenant acknowledge and agree that the Tenant may receive funding from a department or agency of the Landlord for the Project, and that Tenant may enter into contracts and/or agreements relating to such funding, including but not limited to, a grant agreement. Any violation of the terms of said contracts and/or agreements, however entitled, which results in an event of default under the terms and conditions of such contracts and/or agreements, shall be the basis of an Event of Default under this Lease, and subject to any cure rights for Tenant or any of its investors or lenders under said contracts and/or agreements, should any such contracts and/or agreements be terminated because of an event of default by the Tenant, this Lease shall terminate on the same date as such terminated contracts and/or agreements (co-terminus).

4.20 Creating Sustainable Buildings. The Tenant hereby acknowledges and agrees that it is required to comply with the Landlord's rules, regulations, and ordinances pertaining to constructing sustainable (or "green") buildings on the Premises as set forth in sections 9-71, et. al. of the Code, and Implementing Order 8-8 (collectively referred to as "**Sustainable Buildings Program**"). If there is a conflict between the requirements of the Sustainable Buildings Program and the obligations set forth in this Lease, the Tenant agrees that it shall comply with the more stringent and exacting standard in favor of practices that conserve the community's natural resources, save taxpayer dollars, reduce operating expenses, and create a healthier built environment for employees, tenants, and visitors of the Buildings. As a direct result of the Tenant's commitment to build a sustainable environment, the Tenant further agrees to the following:

A.) The Tenant is required, at its sole cost and expense, to build the Buildings to ensure that the Buildings receives at least a Silver certification rating from the U.S. Green Building Council's Leadership in Energy and Environmental Design ("**LEED**"), and that the Buildings and the overall Project are in compliance with any and all of the other "green building standards" required by the Landlord for new construction projects, in addition to any and all building code restrictions and/or requirements. The Tenant acknowledges and agrees that the LEED Silver certification or designation means that the Project shall be built to meet certain specifications as outlined by the U.S. Green Building Council, which will include various "green" or environmentally responsible features including, but not limited to, the preparation of the Premises, as well as the design and construction of the Buildings and other Improvements; and all shall be reviewed, examined, approved, and certified by a neutral and independent third-party who is certified or approved by the U.S. Green Building Council, and who also regularly certifies such structures as meeting certain LEED standards and/or requirements. The Tenant agrees to, on a quarterly basis, provide the Landlord, specifically the

Director of the People and Internal Operations Department, with copies of any and all records and/or reports (including but not limited to any approvals, rejections and/or comments) from the neutral and independent third-party reviewing the Project to establish that the Tenant is in fact proceeding with the construction in a manner to ensure that the LEED Silver designation can be secured from the U.S. Green Building Council. The Tenant also hereby acknowledges and agrees that it must incorporate high performance building concepts and technologies in order to enhance the overall design and construction of the Project, while simultaneously making the Buildings and other Improvements, as well as any remaining public space(s) environmentally responsible.

B.) Further, the Tenant hereby acknowledges and agrees that the LEED Silver certification or designation is a description or label designed to establish the level of energy efficiency and sustainability for the Building and the other Improvements constituting the Project; and should substantially improve the “normal” or “regular” energy efficiency and indoor air quality for the Building. Beyond these environmentally responsible steps, the Tenant specifically agrees to consider additional areas or means to improve and/or protect the environment with regard to the Project, and inform the Landlord of any and all such additional methods or ways that the Tenant will utilize “green building standards” in the design and construction of the Project in an effort to achieve the important goals of creating a healthy place to live and work as well as an environmentally responsible development in the community.

C.) Substitution of Standard: The requirement for applying the LEED Silver certification or designation may be exempted or modified due to special circumstances of the Project. For example, the Florida Green Building Coalition has a standard for certain types of development projects that might be equally acceptable to the Landlord. Also, the National Green Building Standard (“NGBS”) Silver standard may be viewed as an acceptable designation, which might be equally acceptable to the Landlord. Such exemption or modification shall be for the express purpose of ensuring the use of the most appropriate or relevant rating standard or system, and shall not, in any way, exempt the requirement to apply green building practices at the Silver certification, or similar designation as administered by a different organization. This substitution process shall be administered by and through the Sustainability Manager, which manages the Sustainable Buildings Program Ordinance, in the Landlord’s Office of Real Estate Development, which is part of the People and Internal Operations Department.

D.) Additionally, the Tenant hereby agrees to employ and otherwise incorporate other green building standards in the design and construction of the Building and other Improvements on the Premises, including, but not limited to the following:

1.) Evaluate the impact of any sea level rise that may occur to the Premises and/or surrounding area, and implement a design plan that takes into account the effects of such sea level rise on the infrastructure for the Building other Improvements, and the Premises.

2.) Install, operate and maintain electric vehicle charging stations on the Premises, to serve the clients and/or patients, and the general public. At minimum, the number of electric vehicle charging stations on the Premises shall meet or exceed the number of electronic vehicle charging stations required by the zoning code.

3.) Install energy-efficient “cool roof,” also known as a reflective roof (or green roof) on the Building (pursuant to the Landlord’s Resolution R-1103-10).

4.) The energy usage and carbon emissions be measured, tracked, managed and benchmarked, annually, at minimum, through the use of applicable building energy usage tracking and management tools, in an effort to reduce and/or improve the use of energy and carbon emissions.

5.) Purchase, install and utilize Energy Star products for all purchases for which the Energy Star program has certified products and/or established standards.

6.) Perform a study to evaluate the capacity and feasibility of installing solar panels and/or other solar generating energy products and/or technology to produce electricity and/or hot water in the Building. And if feasible, purchase, install and maintain such solar panels and/or solar generating products for the generation of electricity and/or use of hot water in the Building. Such study shall include a cost benefit analysis, opportunities to sell or net-meter the energy output, the return on investment, and low-interest financing opportunities to install such solar technology. The Tenant shall provide a copy of such study to the Landlord's Sustainability Manager, in the Landlord's Office of Real Estate Development, which is part of the People and Internal Operations Department.

7.) The Tenant, wherever possible, shall purchase environmentally responsible ("green") products and services, and such purchases and practice shall include, but not be limited to, the design, construction, maintenance and operation of the Building, throughout the Term of this Lease.

8.) The Tenant shall, whenever possible, avoid or otherwise eliminate the purchase of disposable polystyrene products, and instead purchase and utilize environmentally responsible products and services, on and about the Building and Premises. The Tenant hereby acknowledges that reusable items are preferred (made of recycled content and plant-based), and disposable items shall be compostable, and no Styrofoam (polystyrene foam) products are permitted on the Premises, unless no alternative is available.

9.) The Tenant shall be solely responsible for maintaining the indoor air quality within the Building. The Tenant hereby agrees that the indoor air quality in the Building shall meet or exceed all national ambient indoor air quality standards, as set forth by the Environmental Protection Agency ("EPA") and the American Society of Heating, Refrigeration and Air-Conditioning Engineers ("ASHRAE"), particularly regarding human exposure to air pollution. The Tenant hereby recognizes and acknowledges that abiding by the strict standards and guidelines pertaining to indoor air quality is a fundamental element for the employees' and patients' environmental health and safety.

10.) The Tenant shall seek to increase the percentage of tree canopy on the Premises, which shall, to the greatest extent feasible, meet the level of having thirty (30%) percent landscape and tree canopy coverage on the Premises.

4.21 Liens. The Tenant hereby agrees that it shall notify and/or otherwise inform any and all persons, firms, entities, companies, and/or contractors and/or subcontractors dealing with the Tenant, with respect to furnishing of any labor, services, and/or materials for the Project, that no liens of any nature or character, including, but not limited to mechanic's or materialmen's liens, shall be imposed upon or enforced against the Landlord, or the Landlord's interest in the Premises. The Tenant shall also notify and/or otherwise inform any and all persons, firms, entities, companies, and/or contractors and/or subcontractors dealing with the Tenant that their only recourse shall be against the

interest of the Tenant, and/or the Tenant's credit. The Tenant shall include language to the effect of the foregoing sentence in all of its contracts and/or agreements.

A.) The Tenant shall have the right to contest the validity of any such liens and shall have the opportunity to discharge the same within thirty (30) days either by payment or in such other manner as may be proscribed by law or by the transfer of such lien to a bond, within thirty (30) days following the filing thereof.

4.22 Davis-Bacon Requirements. The Landlord has determined that the Davis-Bacon Act of 1931, as amended ("**Davis-Bacon Act**" see 40 U.S.C. §3141-3148) wage requirements may be applicable for any development or redevelopment on, or of, the Premises, including, but not limited to, the construction of the Medical Facility, and therefore the Landlord alerts the Tenant to undertake any and all efforts to perform its due diligence to ascertain whether or not the Davis-Bacon Act requirements are, or are not, applicable. The Tenant hereby acknowledges and agrees that it shall be solely responsible to ensure that any and all laborers and mechanics are properly paid the correct prevailing wages and fringe benefits, including, but not limited to, the employees of contractors, subcontractors and vendors, whether or not the Davis-Bacon Act is applicable. Further, the Tenant hereby indemnifies the Landlord for any violation that may occur for any failure of the Tenant to properly abide by the requirements of the Davis-Bacon Act, if applicable. The Tenant further acknowledges and agrees that if the Davis-Bacon Act requirements are applicable to the construction of the Medical Facility, then the most recent Davis-Bacon Act decision will be applicable for the construction of the Medical Facility at the time the construction contract is awarded by the Tenant. The construction and/or any rehabilitation of the Building and/or Improvements on the Premises may be applicable to the Davis-Bacon Act wage schedule since the acquisition of the Premises was funded with federal CDBG funds, and therefore the Tenant shall investigate and determine, with the assistance of counsel, and the deliver to the Landlord, with a copy to the Director of the Landlord's department of Housing and Community Development as well as the People and Internal Operations Department, a written opinion from Tenant's counsel as to whether or not the Davis-Bacon Act wage requirements are applicable to the construction of the Medical Facility and Project overall. If Davis-Bacon Act wage requirements are applicable, then the Tenant is required to pay the Landlord the amount of Three Thousand (\$3,000.00) Dollars per month for a Davis-Bacon Act compliance review fee during the construction of the Medical Facility. Likewise, when the Tenant subleases a portion of the Premises to a not-for-profit entity, a similar Davis-Bacon Act compliance review fee shall be applicable, however, the amount of such fee will be determined by the Landlord at a time that is closer to the construction of the facility for such not-for-profit entity. Also, if Davis-Bacon Act wage requirements are applicable, then the Tenant hereby acknowledges and agrees that its general contractor and subcontractors are required to register for the Elation Systems, which is a cloud-based Davis-Bacon Act labor and contract compliance reporting and management service, as part of the monitoring requirements for compliance with Davis-Bacon Act wage requirements, which includes submittals of certified payrolls. The Elation Systems registration will also serve to monitor requirements for Section 3 compliance, if applicable.

ARTICLE 5

PAYMENT OF TAXES AND ASSESSMENTS

5.1 Tenant's Obligations for Impositions. The Tenant shall timely pay or cause to be paid all Impositions, before any fine, penalty, interest or cost may be added thereto, including but not limited to any real estate tax, sales tax, ad valorem tax or similar Impositions which at any time

during the Term of this Lease have been, or which may or may not become, a lien on the Premises or any part thereof; provided, however, that:

A.) If any Imposition (for which Tenant is liable hereunder) may by law be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), at the option of Tenant, the Tenant may pay the same in installments, including any accrued interest on the unpaid balance of such Imposition, provided that the Tenant shall pay those installments which are to become due and payable after the expiration of the Term of this Lease, but which relate to a fiscal period fully included in the Term of this Lease; and

B.) If any Imposition for which Tenant is liable hereunder relating to a fiscal period, a part of which period is included within the Term of this Lease and a part of which is included in a period of time after the expiration or termination of the Term, shall be adjusted between Landlord and Tenant as of the expiration or termination of the Term so that Tenant shall pay only that portion of such Imposition that is applicable to the period of time prior to expiration or termination of the Term, and Landlord shall pay the remainder thereof if it is otherwise obligated to do so.

C.) If any Imposition exist relating to the period prior to the Commencement Date, it shall be the sole responsibility and obligation of the Landlord.

D.) The Tenant shall provide evidence to the Landlord, without demand, on an annual basis, of payment by the Tenant of all Impositions on the Premises, including, but not limited to, real estate taxes, no later than thirty (30) calendar days after the payments are due and/or paid.

5.2 Contesting Impositions.

A.) The Tenant shall have the right to contest the amount or validity, in whole or in part, of any Imposition for which the Tenant is or is claimed to be liable, by appropriate proceedings diligently conducted in good faith, but only after payment of such Imposition: (a) if payment thereof is required by Laws and Ordinances, while contesting such Imposition, or (b) if failure to pay such Imposition while contesting same would result in a lien or other encumbrance being placed on Landlord's fee simple ownership of the Premises

B.) Upon the termination of any such proceedings, the Tenant shall pay the amount of such Imposition or part thereof that remains unpaid, if any, as finally determined in such proceedings, together with any costs, fees, including attorneys' fees, interest, penalties and any other liability in connection therewith. The Landlord shall not be required to join in any proceedings referred to in this Section 5.2 unless the provisions of any law, rule or regulation at the time in effect shall require that Landlord is a necessary party to such proceedings, in which event Landlord, through its Board, may elect to participate in such proceedings at Tenant's cost, and any such election shall be made by the Board in its sole and absolute discretion.

ARTICLE 6 **SURRENDER**

6.1 Surrender of Premises. On the last day of the Term, or upon any earlier termination of this Lease, the Tenant shall surrender and deliver up the Premises to the possession and use of Landlord without delay and, subject to the provisions of Articles 16 and 18 herein, with the Building

and other Improvements in their then “as is” condition and subject to reasonable wear and tear, acts of God, and casualties.

6.2 Removal of Personal Property. Where personal property was furnished by, or at the expense of, the Tenant, or secured by a lien and held by either the owner or a Lender financing same, including signs, furniture, furnishings, movable trade fixtures, business equipment and alterations and/or other similar items which are removable by Tenant, without causing substantial injury or damage to the Premises, the Tenant is authorized to remove such personal property from the Premises upon the expiration or termination of this Lease; provided however, that if the removal thereof will damage the Building or necessitate changes in or repairs to the Building, the Tenant shall repair or restore (or cause to be repaired or restored) the Building to a condition substantially similar to its condition immediately preceding the removal of such furniture, furnishings, movable trade fixtures and business equipment, or pay, or cause to be paid, to the Landlord the reasonable cost of repairing any damage arising from such removal, as such cost is reasonably determined by the Landlord.

6.3 Rights to Personal Property after Termination or Surrender. Any personal property of the Tenant which shall remain on or about the Premises after the fifteenth (15th) calendar day following the termination or expiration of this Lease shall be deemed to be abandoned property. The Tenant hereby agrees that should it fail to timely remove any and/or all of its personal property from the Premises, including, but not limited to, from the Building, such personal property shall be deemed to have been abandoned by Tenant and, unless any interest therein is first claimed by a Lender, said personal property may be retained by Landlord as its property or be disposed of, without accountability, in such manner as Landlord may see fit.

6.4 Survival. The provisions of this Article 6 shall survive any termination or expiration of this Lease.

ARTICLE 7 **INSURANCE AND INDEMNIFICATION**

7.1 Insurance. The Landlord and Tenant hereby agree that the terms and provisions governing the insurance required pursuant to this Lease are contained in Schedule 7.1 hereto, which is hereby incorporated herein by reference. Further, in each and every Sublease Agreement and sublease agreement, unless agreed to otherwise by the Landlord, the Tenant shall take reasonable efforts to ensure that there is an appropriate clause or section that requires the Subtenant and any subtenant to secure and maintain adequate insurance, at least to the levels that are contained in Schedule 7.1, which insurance names and protects the Landlord just as Tenant is required to protect the Landlord. Further, the Tenant hereby acknowledges and agrees that the insurance requirements required by this Lease are intended to primarily protect the Landlord’s interest, and as a result, the Tenant agrees that it will consult with its own insurance agent, broker, or carrier to determine other insurance policies that may be beneficial to the Tenant.

7.2 Indemnification. The Landlord and Tenant hereby agree that the Tenant shall indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities (each a “**Landlord Beneficiary**,” and collectively, the “**Landlord Beneficiaries**”) from any and all liability, losses or damages, including attorneys’ fees and costs of defense, which the Landlord or the Landlord Beneficiaries may incur as a result of any claims, demands, suits, causes of actions or proceedings of any kind or nature (“**Claims**”) arising out of, relating to or resulting from the

performance of this Lease by the Tenant or its employees, agents, servants, partners principals or subcontractors. The Tenant shall pay all Claims in connection therewith and shall investigate and defend all Claims in the name of the Landlord, where applicable, including any and all appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon; provided, however, that the Tenant shall not be liable for any Claims caused by or arising from the gross negligence or willful misconduct of the Landlord or any Landlord Beneficiaries. The Tenant expressly understands and agrees that any insurance protection required by this Lease or otherwise provided by Tenant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Landlord or any Landlord Beneficiary as herein provided. Further, the Tenant hereby agrees that it shall require any of its assignees to also indemnify the Landlord to the same extent as Tenant has indemnified Landlord herein above. In each and every assignment, the Tenant shall require and ensure that there is an appropriate clause or section that duly indemnifies and protects the Landlord just as Tenant has indemnified the Landlord.

ARTICLE 8 **OPERATION**

8.1 Control of Premises. The Landlord agrees that subject to any express limitations and approvals imposed by the terms of this Lease and any related agreement such as a grant agreement, and/or any other funding agreements with the Landlord, the Tenant shall be free to perform and exercise its rights under this Lease and shall have exclusive authority to develop, direct, operate and manage the Premises, specifically for a Medical Facility and solely in a manner consistent with the terms of this Lease.

8.2 Non-Interference and No Compensation. The Landlord and Tenant hereby mutually agree that the Tenant shall not occupy or interfere with any of the Landlord's property that is outside of the boundary lines of the Premises (any area beyond the boundary of the Premises), or otherwise inhibit, impede, obstruct or interfere with the Landlord's, or any tenant's use and access to the property outside of the boundary lines of the Premises, including, but not limited to any operations, utilities and/or parking facilities. Further, the Tenant, hereby acknowledges and agrees, that it shall not be entitled to any compensation, reimbursement, or abatement of Rent with regard to any cost, invoices or undertaking relating to any improvements, repairs, maintenance, refurbishments, construction, reconstruction, renovation, and/or replacement, of any kind or nature, to or for some or all of the utilities, utility lines and/or infrastructure on or about and/or outside of the boundary lines of the Premises. Likewise, the Tenant shall not be entitled to any compensation, reimbursement, or abatement of Rent with regard to the removal, implementation, and/or maintenance of any easement on or about the Premises.

8.3 Rights to Erect Signs; Revenues Therefrom.

A.) Landlord agrees that, to the extent permitted by Laws and Ordinances, the Tenant shall have the exclusive right, during the Term of this Lease, to place, erect, maintain and operate, or cause, allow and control the placement, erection, maintenance and operation of any signs or advertisements in or on the Premises to the extent that any and all signs comply with Miami-Dade County's Sign Code, as determined by the Director of Miami-Dade County Regulatory and Economic Resources Department, or designee, and such signage and/or advertisements are directly related to the operation and management of a Medical Facility on the Premises. The Tenant shall be responsible for obtaining any and all Permits and licenses which may be required from time to time by any

governmental authority for such signs and advertisements, and Landlord agrees to execute any consents reasonably necessary or required by any governmental authority as part of Tenant's application for such Permits or licenses.

B.) The Tenant shall have the right to remove any signs which, from time to time, may have become obsolete, unfit for use or which are no longer useful, necessary or profitable in the conduct of Tenant's business, or in the occupancy and enjoyment of the Premises by Tenant.

C.) As used in this Lease, "signs" shall be deemed to include any display of characters, letters, illustrations, logos or any ornamentation designed or used as an advertisement or to indicate direction, irrespective of whether the same be temporary or permanent, electrical, illuminated, stationary or otherwise to the extent that any and all signs comply with Miami-Dade County's Sign Code, as determined by the Director of Miami-Dade County Regulatory and Economic Resources Department, or designee.

D.) The Tenant shall not be permitted, without the Landlord's prior written consent, to lease, rent, transfer, assign or sublease, any portion of the Premises for a billboard sign, mural, and/or other outdoor display or sign in which the Tenant shall receive any rent or other compensation.

8.4 Use of Utilities. The Tenant, with regards to the Building and other Improvements on the Premises, shall be solely responsible for securing and maintaining any and all utilities (and in and for the Building and other Improvements), and doing so in its own name, including, but not limited to, any security deposits to commence the utility services. Utilities, such as water, sewer, storm water, electric, telephone, cable, and all other utilities charges or invoices for the Premises, Building, and/or other Improvements shall be timely paid by the Tenant. Exceptions to the foregoing include any and all utilities that are to be secured and maintained by the Subtenant, including, but not limited to, utilities such as electrical, cable and telephone services. And, to the extent that any invoice or expense for a utility is charge or assessed against the Premises, the Tenant agrees to be responsible for such expense. Further, the Landlord and Tenant hereby agree that under no circumstance, whatsoever, shall the Landlord be responsible for any utilities on or about the Premises, including, but not limited to, any deposit or fee and/or any on-going charges or fees, and/or the installation, maintenance, and/or ongoing cost or expense involved in maintaining any utility, of any type or nature. The Tenant hereby agrees to pay any and all such utilities relating to the Premises in a timely manner, so as to avoid any lien or encumbrance on the Premises.

8.5 Repair and Relocation of Utilities. The Landlord and Tenant hereby agree that the Tenant has the sole responsibility to secure, maintain, replace, repair and if necessary relocate any and all utilities, and utility facilities within the Premises, which are required for the Project and its ongoing operation and maintenance of the Medical Facility and the Premises. Further, the Landlord hereby acknowledges that the Tenant may need to relocate utilities or utility lines that are on or about the Premises, as required for the construction of the Project, and in this regard, the Landlord hereby agrees to reasonably consent (solely in its proprietary capacity and subject to the sovereign rights clause set forth in Section 22.3 of this Lease) to such relocation, when presented with a request from the Tenant, so long as the relocation of the utilities and/or utility lines are consistent with the Development Concept, and are necessary for the operation and/or maintenance of the Medical Facility, coupled with the fact that and such relocation will not interfere with any immediately planned or existing construction or development on other property, adjacent or near the Premises, which is owned by the Landlord.

8.6 Security. The Landlord and Tenant hereby acknowledge and agree that at all times during the Term of this Lease, that the Tenant shall be solely and fully responsible for security on and/or about the Premises and for the Tenant’s employees, agents, contractors, and guest, which includes, but is not limited to, determining what security is necessary, and maintaining such security for the Premises and the Project. The Tenant’s responsibility for securing and maintaining security includes, but is not limited to, the time period between the Commencement Date and the Commencement of Construction, as well as during the course of construction, and after Completion of Construction, as well as during the maintenance and operation of the Buildings and Improvements. The Landlord shall have no responsibility for the security of the Tenant or any of the employees or any of the patients, customers, clients, vendors, or other invitees and licensees on and about the Premises and/or the Project. As part of the Tenant’s safety measures, the Tenant shall have appropriate security personnel for the Buildings, as it deems necessary. Further, the Tenant shall have security cameras in the lobby area of the Buildings, as well as security cameras in the parking lot area, providing the Tenant and others with a taped report, should an incident occur. The Tenant shall further ensure that there is sufficient lighting, including, but not limited to, hallways, staircases, entrance ways, as well as any and all parking lots to protect patients, clients, and customers, and for the protection and safety of the Tenant, and its employees, agents, and vendors. Further, should the Tenant determine that any additional security is necessary for the Project, any of the patients, and/or other invitees or licensees, to the Premises, in order to adequately protect the same, then the Tenant, at its sole cost and expense, shall arrange for such security, including, but not limited to, hiring security guards to provide such protection.

ARTICLE 9

REPAIRS AND MAINTENANCE

9.1 Tenant Repairs and Maintenance. Throughout the Term of this Lease, the Tenant, at its sole cost and expense, shall keep the Premises in good order and condition, and promptly make any and all necessary repairs thereto. The term “repairs” shall include, but not be limited to, any and all replacement, restoration, improvement, reconstruction, renovation, alteration, patch, addition and betterment deemed necessary by Laws and Ordinances or by the Tenant, or as reasonably determined by the Landlord. All repairs made by Tenant shall be at least substantially similar in quality and class to the original work, ordinary wear and tear and loss by fire or other casualty excepted, and except for changes reasonably based on the improvement of local conditions, if any. All major repairs shall comply with the Landlord’s Sustainable Buildings Program (see Section 4.20 of this Lease). The Tenant shall be solely responsible for maintaining the Building and/or other Improvements on the Premises, so that the Building and other Improvements meet or exceed any 40-Year Recertification requirements, and succeeding requirements, set forth in the Florida Building Code and applicable Laws and Ordinances, as such requirements may be amended from time to time. The Tenant shall abide by and be solely responsible for compliance with the requirements of the Florida Americans with Disabilities Accessibility Implementation Act as well as the Americans with Disabilities Act of 1990, as such laws may be amended from time to time, throughout the Term of this Lease. The Tenant shall keep and maintain all portions of the Premises, including the Project, in reasonable order and operating condition, substantially free of dirt, rubbish, graffiti, and unlawful obstructions. The Tenant shall maintain the Premises and the Project to eliminate or help avoid the presence of unwanted pests, vermin and insects, as well as unwelcome smells and/or odors emanating from the Premises and the Project. The Tenant shall maintain any and all vegetation and keep all walkways, pathways and sidewalks clean and in good condition. The Tenant shall properly maintain any and all swale, or right-

of-way areas on or adjacent to the Premises, including, but not limited to removing any debris and/or rubbish. The Landlord, at its option, and after thirty (30) days written notice to Tenant, may perform any maintenance or repairs required of the Tenant hereunder which have not been performed by Tenant following the notice described above, and may seek immediate reimbursement for costs and expenses thereof from the Tenant.

A.) The Tenant hereby agrees that beginning in the sixty-fifth (65th) year of this Lease, until the Expiration Date, the Tenant shall schedule annually a meeting and inspection of the entire Premises and the Project with the Landlord's representative to view and discuss any matters pertaining to the maintenance of the Building and/or other Improvements that need to be addressed or otherwise resolved during the Term of this Lease. Should, as a result of the inspection, the Landlord determine that certain maintenance matters need to be addressed or resolved, the Tenant shall undertake steps to immediately address such matters. Should the Tenant disagree on whether the maintenance is necessary or when the repair or replacement should occur, the parties shall bring the matter to the attention of the Director of the People and Internal Operations Department for a resolution, which determination shall be final.

B.) The Tenant further agrees that beginning on the fifth (5th) anniversary of the Commencement Date, the Tenant shall, at minimum annually, if not on a more frequent basis, set aside a sum of money, in the amount of no less than Two (\$2.00) Dollars per square foot, as per the size of the Building or Buildings, as a maintenance reserve account, in a banking account, or other financial institution, separate from its other funds, and strictly for capital maintenance, repairs, and improvements. Such funds shall continually accumulate in the maintenance reserve account until a capital repair or replacement is necessary. Beginning on the sixth (6th) anniversary of the Commencement Date, the Tenant shall annually provide evidence to the Landlord, without demand, on the status of such maintenance reserve account, including receipts for expenses which were paid using funds from such maintenance reserve account.

C.) Prior to commencing any repairs to the Premises and/or to the Project, including, but not limited to, the Improvements on or about the Premises, the Tenant shall obtain and deliver to the Landlord, at its sole cost and expense, a payment bond and performance bond, or such other alternate form of security, any or all of which meets the requirements of Section 255.05, *Florida Statutes*, and as otherwise required in this Lease for the initial construction of the Building and Improvements. However, the foregoing requirement of securing payment and performance bonds for repairs shall not be required for any repairs to the Building, specifically when such repairs are valued at or under Twenty-five Thousand (\$25,000.00) Dollars. Further, whenever the Tenant seeks to perform any repairs or improvements to an area of the Premises that is outside of the Building, and the value of such work is less than Fifty Thousand (\$50,000.00) Dollars, and the Tenant desires to secure a waiver of the requirement to secure a payment and performance bond, the Tenant shall seek to secure a waiver from the Landlord by giving at least thirty (30) days advance written notice to the Director of the People and Internal Operations Department, with a complete description of the proposed work, including, but not limited to the area/location of the work on the Premises and the nature of the work, including how it will be performed, and the time period to perform such repair work. In providing notice to the Landlord, the Tenant shall provide a copy of this article of the Lease to the Landlord. The Landlord, through the County Mayor, or County Mayor's designee, shall have the authority to provide a waiver of the requirement for the Tenant to secure a payment and performance bond prior to undertaking such work.

ARTICLE 10
COMPLIANCE WITH LAWS AND ORDINANCES

10.1 Compliance by Tenant. Throughout the Term of this Lease, Tenant, at Tenant's sole cost and expense, shall promptly comply with all Laws and Ordinances applicable to Tenant, the Premises, and/or the Project, and the operations upon the Premises.

10.2 Contest by Tenant. The Tenant shall have the right, after prior written notice to the Landlord, to contest the validity or application of any Laws and Ordinances by appropriate legal proceedings diligently conducted in good faith, in the name of Tenant without cost or expense to Landlord, except as may be required in Landlord's capacity as a party adverse to Tenant in such contest. If counsel is required, the same shall be selected and paid by the Tenant. The Landlord, through its Board, may elect to execute and deliver any necessary papers, affidavits, forms or other such documents necessary for Tenant to confirm or acquire status to contest the validity or application of any Laws and Ordinances and the decision to execute and deliver such papers along with the form of such instruments shall be determined in the sole and absolute discretion of the Landlord, through its Board. The Landlord shall not be required to join in any such contest unless the Board, in its sole and absolute discretion, elects to join.

10.3 Art in Public Places. The Project is subject to the Landlord's Art in Public Places program ("**APP Program**") provisions, as described in Section 2.11.15 of the Code and Administrative Order 3-11, as managed by the Miami-Dade County Department of Cultural Affairs ("**Department of Cultural Affairs**") pursuant to Procedure 358 in the Miami-Dade County Procedures Manual ("**Procedures Manual**"). The Tenant shall transmit one and one-half (1½%) percent of the construction cost of the Project and all other development on the Premises (as outlined in the Procedures Manual) to the Department of Cultural Affairs for the implementation of the APP Program. The Tenant is required to work collaboratively with the Department of Cultural Affairs on the implementation of the APP Program pursuant to the requirements of said program. The Procedures Manual is attached hereto, and marked as "Exhibit E" and incorporated herein by this reference.

ARTICLE 11
CHANGES AND ALTERATIONS TO THE BUILDING BY TENANT

11.1 Tenant's Right. The Tenant, with the prior written approval of Landlord, and the Leasehold Mortgagee if applicable, shall have the right at any time or from time to time during the Term of this Lease, at Tenant's sole cost and expense, to expand, rebuild, alter and/or reconstruct the Building(s) and other Improvements, and to raze the Building(s) provided any such razing shall be preliminary to and in connection with the rebuilding of a new Building or Buildings, and provided further that:

A.) The method, schedule, Development Concept and Final Plans for such razing, if any, and construction of a new Building or Buildings must be submitted first to Landlord, and the Leasehold Mortgagee if applicable, for each of their reasonable approval (which shall not be unreasonably withheld or delayed) at least one hundred eighty (180) days prior to the commencement of any razing (unless action is required to comply with building and safety codes, in which Tenant will provide Landlord with prior notice that is reasonable under the circumstances); and

B.) The rebuilding, alteration, reconstruction or razing does not violate any other provisions of this Lease; and

C.) The rebuilding, alteration, reconstruction or razing is intended to address concerns that the existing Building and/or other Improvements are not capable of achieving revenue levels reasonably consistent with current and projected market conditions; and

D.) The Tenant shall comply with all provisions of 4.6 through 4.23 of this Lease and with all applicable Laws and Ordinances; and

E.) None of the following provisions are intended to be subject to Landlord's approval:

i. any modifications, construction, replacements, or repair in the nature of "tenant work," or "tenant improvements," as such terms are customarily used; or

ii. any normal and periodic maintenance, operation, and repair of the Buildings or Improvements; or

iii. any interior reconfigurations or non-material alterations made to the Buildings or Improvements; or

iv. any reconstruction and/or renovation of the Project and/or the Premises, or any portion thereof, as a result of a casualty or Taking, which shall be substantially in the same form as it existed prior to such casualty or Taking, with such changes or alternations as may be necessary due to the availability of compensation or insurance proceeds made available for such purpose, unless the Tenant desires to utilize its own or other funding, and so long as, to the greatest extent possible, such reconstruction and/or renovation is consistent with the Development Concept. In the event that the Tenant subleased a portion of the Premises, pursuant to the Permitted Sublease, then such reconstruction and/or renovation shall be subject to the terms and conditions of such Permitted Sublease, so long as the same permissible use will exist on the Premises, as described in this Lease, as the result of the reconstruction and/or renovation of the Premises.

11.2 Financial Responsibility of the Tenant. The Landlord shall not be responsible for any costs or expenses for any construction, reconstruction, renovation, razing and/or improvement work to or for the Building and/or other Improvements on or about the Premises.

ARTICLE 12 **PROHIBITIONS ON USE OF PREMISES**

12.1 Prohibited Use of Premises by Tenant.

A.) The Tenant shall not construct or otherwise develop on the Premises anything other than the Project, and the facility for the not-for-profit entity, in accordance with the Permitted Sublease, or anything that is inconsistent with the Permitted Use or any other terms and conditions of this Lease, except that the Tenant, when it subleases a portion of the Premises in accordance with the terms and conditions of this Lease, may authorize the Subtenant, which must be a not-for-profit entity, consistent with Section 125.38, *Florida Statutes*, to construct, manage and operate a Permitted Use or

otherwise permissible use also authorized by the aforementioned Florida statute and approved by the Board.

B.) The Premises shall not be used for any of the following:

- i. any unlawful or illegal business, use or purpose, or for any business, use or purpose which is extra-hazardous or constitutes a legal nuisance of any kind (public or private); and/or
- ii. any purpose which violates the approvals of applicable government authorities; and/or
- iii. for any use that is inconsistent with this Lease; and/or
- iv. for any purpose that is, or may reasonably be construed to be, obscene, offensive, derogatory, insulting, disparaging, denigrating, or otherwise is determined by the Landlord to be a use that will lessen the merit, image, and/or reputation of the Landlord; and/or
- v. for any use or purpose that is inconsistent with the requirements of Section 125.38, *Florida Statutes*; and/or
- vi. for any use that has not been specifically approved by the Board, in advance, as evidenced by a Board resolution.

C.) No covenant, contract, Sublease Agreement, Leasehold Mortgage, conveyance or other instrument shall be effected or executed by Tenant, or any of its successors or assigns, whereby the Premises or any portion thereof is restricted by Tenant, or any successor in interest, upon the basis of race, color, religion, disability, sexual orientation, sex, or national origin in the lease, sublease, use or occupancy thereof. The Tenant shall comply with all applicable state and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, color, religion, disability, sexual orientation, sex, or national origin in the lease, sublease, or occupancy of the Premises and/or Project.

12.2 Dangerous Liquids and Materials. The Tenant shall not possess or otherwise maintain flammable or combustible liquids or Hazardous Materials on or about the Premises. The Tenant shall not knowingly permit any other person or entity in contractual privity with Tenant to carry flammable or combustible liquids or Hazardous Materials into or onto the Premises during construction or following Completion of Construction, and shall prohibit the storage or manufacture of any flammable or combustible liquid, Hazardous Materials, or dangerous or explosive materials in or on the Premises; provided that this restriction shall not apply to prevent (a) the entry and parking of motor vehicles carrying flammable or combustible liquids solely for the purpose of their own propulsion, (b) the use of normal cleaning and maintenance liquids and substances and/or other supplies customarily used for cleaning and/or sanitizing commercial properties, or (c) their use in construction of the Project.

12.3 Tenant's Duty and Landlord's Right of Enforcement Against Tenant and Successor and Assignee. Promptly upon learning of the occurrence of actions prohibited by Section 12.1 and 12.2 of this Lease, the Tenant shall promptly take steps to terminate same, including the bringing of a suit in Circuit Court, if necessary, but not the taking or defending of any appeal

therefrom. In the event the Tenant does not promptly take steps to terminate a prohibited action, the Landlord may seek appropriate injunctive relief against the party or parties actually engaged in the prohibited action in the Circuit Court of Miami-Dade County without being required to prove or establish that the Landlord has inadequate remedies at law. The provisions of this Section shall be deemed automatically included in all Sublease Agreements, and Leasehold Mortgages, and any other conveyances, transfers and assignments under this Lease, and any transferee who accepts such Sublease Agreement, Leasehold Mortgage, or any other conveyance, transfer or assignment hereunder shall be deemed by such acceptance to adopt, ratify, confirm and consent to the provisions of Sections 12.1, and 12.2 of this Lease, and to Landlord's rights to obtain the injunctive relief specified therein.

12.4 Designation of Buildings by Name. The Tenant shall have the right and privilege of designating names by which the Building or the Project thereof shall be known, so long as such name is not obscene (as defined by *Florida Statutes*). Notwithstanding the foregoing, upon the expiration or early termination of this Lease, or upon the Landlord re-acquiring the Premises, the parties hereby agree that the Landlord is not, and shall not be, bound to any designation or name used in connection with the Building, any Improvements, or the Project.

ARTICLE 13

RIGHT OF ENTRY BY LANDLORD

13.1 Inspection by Landlord of Premises. The Landlord and its authorized representatives, upon reasonable notice and in the presence of a representative of Tenant, shall have the right to enter the Premises and the Project at reasonable times during normal business hours for the purpose of inspecting the same to assure itself of compliance with the provisions of this Lease. Further, after Completion of Construction, the Landlord shall have the right, but shall not be required, to make periodic inspections on or about the Premises to determine if the Premises and the Project is being properly maintained, and is in a reasonably neat and orderly condition. The Tenant shall be required to make any improvements in cleaning and/or maintenance methods as reasonably required by the Landlord in writing, a copy of such requirement shall be simultaneously, or subsequently, provided to the Leasehold Mortgagee, by the Landlord and separately by the Tenant.

13.2 Right to Inspect Books and Records of Tenant. During the Term of this Lease, and for two (2) years thereafter, the Tenant shall upon reasonably advance written notice (meaning at least 48 hours' notice) and during regular business hours, make available to the Landlord for its inspection and/or audit the Tenant's books and records relating the construction, maintenance, and operation of the Building and Improvements on the Premises, and to ascertain the not-for-profit status of the Tenant and the Subtenant.

13.3 Limitations on Inspection. The Landlord, in its exercise of the right of entry granted to it in Section 13.1 herein, shall (a) not unreasonably disturb the occupancy of Tenant, or unreasonably disturb its business activities; and (b) with respect to the Subtenant, shall provide, or cause the Tenant to provide, at least forty-eight (48) hours' advance written notice to the Subtenant.

ARTICLE 14

LIMITATIONS OF LIABILITY

14.1 Limitation of Liability of Landlord. The Landlord shall not be liable to Tenant, or any other third-party for any Claims, injury, loss or damage whatsoever which may be sustained by

Tenant or any party, person or any personal property located on the Premises or arising from the rights or obligations of Landlord hereunder.

14.2 **Limitation of Liability of the Parties.** Both parties hereby acknowledge and agree that neither party shall be liable to the other for any incidental, consequential, special, and/or punitive loss or damage, whatsoever, including but not limited to claims for lost profits, arising from the rights and responsibilities of either party.

14.3 **Limitation of Liability and Duty to Leasehold Mortgagee.** The Landlord and the Tenant hereby acknowledge and agree that any liability accruing to any Leasehold Mortgagee, as a leasehold mortgagee, hereunder shall be limited to the value of the Leasehold Mortgagee's interest in this Lease, as valued by the amount of the leasehold mortgage, and further that any liability accruing to any Leasehold Mortgagee under this Lease shall automatically terminate upon assignment of this Lease in connection with a foreclosure or deed-in-lieu of foreclosure, at which time the assignee of the Lease shall assume all liability hereunder.

ARTICLE 15

DAMAGE AND DESTRUCTION

15.1 The Tenant shall be responsible for and shall repair any and all damage caused to the Premises, and/or the Building and/or other Improvements on or about the Premises, regardless of the source or cause of such damage, starting from the Commencement Date. Further, the Tenant shall immediately notify the Landlord, in writing, upon discovering any damage to the Premises and/or the Building or other Improvements on or about the Premises. The Tenant is responsible for maintaining, replacing and/or repairing any damaged real property, personal property, Improvements and/or any other structure located on the Premises. The Landlord and Tenant agree that if the Premises and/or Project is partially damaged, but is not rendered completely unusable for the purposes of this Lease, then the same shall be immediately repaired by Tenant from proceeds of the insurance coverage and/or at the Tenant's own cost and expense, including being solely responsible for the Tenant Obligations, as defined below. Notwithstanding the foregoing, should insurance proceeds not be sufficient for the full restoration of the Project and/or the Premises, the Tenant shall restore the Project and/or the Premises in accordance with Section 11.1(e)(iv), of this Lease, using commercially reasonable and diligent efforts to undertake and complete same as soon as possible following any damage or destruction, but no later than one hundred eighty (180) calendar days from the date of the casualty event.

15.2 After Completion of Construction, in the event the Project should be destroyed or damaged by fire, windstorm, or other casualty, to an extent rendered unfit for the intended purpose, then, the Tenant shall be responsible for undertaking the immediate removal of any trash and/or debris as well as restoring the Premises to a condition similar to the condition the Premises was in at the start of this Lease ("**Tenant Obligations**").

15.3 To the extent that the Project is damaged or destroyed to an extent rendered unfit for the intended purpose of Tenant, then, Tenant may, within one hundred eighty (180) calendar days of the casualty event and subject to the consent of the Leasehold Mortgagee, if necessary, cancel this Lease but only after: (a) satisfying the Tenant Obligations or, (b) alternatively, by entering into an agreement with the Landlord regarding the specific costs to be paid by Tenant to the Landlord in order for the Landlord to remove any trash and/or debris; and (c) in addition to either 15.3(a) or 15.3(b), the

Tenant shall be required, upon the request and at the election of the Landlord, to restore the Project and/or the Premises to the conditions that they were in as of the Effective Date of this Lease (i.e., completing razing any Building and/or Improvements from the Premises). If the Tenant elects to terminate this Lease, the Tenant shall notify the Landlord in writing within such one hundred eighty (180) calendar day period following the date of the event causing the damage or destruction to the Project and/or the Premises, and failure to issue the termination notice by such date shall result in Tenant waiving its right to terminate this Lease for such purposes.

15.4 If the Premises and/or Project is partially damaged, but is not rendered completely unusable for the purposes of this Lease, then the same shall be immediately repaired by Tenant from proceeds of the insurance coverage and/or at its own cost and expense, including being solely responsible for the Tenant Obligations. If the damage to the Premises and/or Project shall be so extensive as to render it temporarily unusable for the purposes intended, but capable of being repaired within one hundred eighty (180) calendar days, then the damage shall be repaired with due diligence by Tenant from the proceeds of the insurance coverage policy and/or at its own cost and expense, including the costs associated with the Tenant's Obligations. (collectively, "**Restorable Damage**"). In the event that the Project is damaged or destroyed due to Tenant's negligence, or the negligence of Tenant's employee(s), vendor(s), agent(s), and/or contractor(s) (collectively, "**Tenant's Agents**"), the Tenant shall be solely liable and responsible to repair such damage or loss, and for any cost or expense associated with the Tenant Obligations, both temporarily and permanently. Unless this Lease is timely terminated by Tenant, upon the prior written consent of the Leasehold Mortgagee, if necessary, then in such event, in addition to the Tenant Obligations, the Tenant shall remove any and all debris, rubble, and remaining Building and Improvements from the Premises to the Landlord's satisfaction.

15.5 Notwithstanding Section 15.4 herein, should the Premises, including the Building and/or Improvements thereon be damaged through no fault of the Tenant, or any of the Tenant's Agents, within the last twenty (20) years of this Lease, the Tenant shall be permitted to seek a reduction in the requirement to repair or rebuild the Building to the full extent as contemplated by this Lease and illustrated to the Design Concept, and such shall be negotiated between the Tenant and the Landlord (subject to the consent of the Leasehold Mortgagee, if necessary), but in no event shall the Tenant be permitted to keep or otherwise retain the proceeds from any insurance policy for its own personal use.

15.6 Notwithstanding anything contained in Sections 15.4 and 15.5 of this Lease to the contrary but subject to the habitability requirement of sections 11.1(e)(iv) and 15.1 hereunder, the Tenant and the Landlord acknowledge and agree that said reconstruction, renovation and relocation obligations hereunder shall be limited to the availability of insurance proceeds and all proceeds of any fire, hazard or other casualty insurance shall first be applied to rebuild, repair, or reconstruct the Project and/or restore the Premises in accordance with the provisions of this Lease.

15.1 Interrelationship of Lease Sections. Except as otherwise provided in this Article 15, the conditions under which any construction, reconstruct, renovation, razing and/or improvement work is to be performed and the method of proceeding with the same shall be governed by all the provisions of Article 11 herein.

15.2 Loss Payees of Tenant-Maintained Property Insurance. With respect to all policies of property insurance required to be maintained by Tenant in accordance with Schedule 7.1 attached, (a) Landlord shall be named as a loss payee as its interest may appear, and (b) if a Leasehold

Mortgagee then exists, the Leasehold Mortgagee shall also be named as a loss payee, as its interest may appear, under a standard mortgage endorsement and the insurance proceeds shall be used, first and foremost, to repair, reconstruct, and/or restore the Premises and the Building and Improvements in accordance with this Lease. If the Leasehold Mortgagee no longer encumbers the Premises, the loss thereunder shall be payable to the Tenant and the Landlord, and shall be used, first and foremost, to repair, reconstruct, and/or restore the Premises and the Building and Improvements in accordance with this Lease. The Landlord shall not unreasonably withhold its consent to a release of the proceeds of any fire or other casualty insurance for any loss which shall occur during the Term of this Lease for repair or rebuilding. Any proceeds remaining after completion of rebuilding or repair under this Article, shall, if not otherwise required by a Leasehold Mortgagee under the applicable Leasehold Mortgage loan documents, be paid to Tenant. The Leasehold Mortgagees shall be given notice of, and, shall have the right, but not the obligation, to participate in any adjustment, negotiation and/or settlement with respect to any casualty or hazard insurance proceeds.

ARTICLE 16

MORTGAGES, TRANSFERS, ASSIGNMENTS, TRANSFER OF TENANT'S INTEREST

16.1 Right to Mortgage Leasehold. To the extent necessary for the Completion of Construction of the Medical Facility according to the final construction budget as approved by the Landlord hereunder, the Leasehold Mortgagees, if any, identified in Exhibit "F" ("**Permitted Mortgage**") attached hereto, shall have and maintain the right to encumber the Tenant's leasehold interest in the Premises, including the Project and any and all related Improvements to the Premises, in accordance with and subject to the terms of this Lease (any such Leasehold Mortgage in favor of Permitted Mortgagee, a "**Permitted Mortgage**"). The Tenant shall have the right, with the Landlord's prior written consent in its sole and absolute discretion, to further encumber the Tenant's leasehold estate in the Premises, in whole or in part, to a Lender, solely for purposes of paying for capital improvements, including furniture, fixture and equipment, on the Premises as part of the Project, through a Leasehold Mortgage or other Mortgage or for paying off, paying down or increasing the Leasehold Mortgage of the Leasehold Mortgagee identified in Exhibit "F" attached hereto. Any encumbrance of Tenant's leasehold interest in the Premises to a person other than a Lender or the Leasehold Mortgagee(s) identified in Exhibit "F" attached hereto or for purposes other than those described in the immediately preceding sentence shall be subject to the prior written consent of Landlord. All Leasehold Mortgages, other Mortgages, or encumbrances shall be expressly subject to the terms, covenants and conditions of this Lease, and at all times shall be inferior and subject to the prior right, title and fee simple interest of Landlord. Before entering into any Mortgage other than a Permitted Mortgage, the Tenant shall provide the Landlord with a copy of all such Leasehold Mortgages prior to their execution for the Landlord's review, approval and consent. In no event shall a Leasehold Mortgagee impair the obligations for any current or future Tenant or the Subtenant to comply with any of the terms and conditions of the Lease, including but not limited to compliance with Section 125.38, *Florida Statutes* and any provisions relating to the not-for-profit status and character of Tenant or the Subtenant and its activity on the Premises. For the avoidance of doubt, any entity to whom this Lease or any Sublease Agreement is assigned or who otherwise steps into the shoes of Tenant or the Subtenant must expressly assume all of the obligations of Tenant or the Subtenant under this Lease and must be a not-for-profit entity organized for the purposes of promoting community interest and welfare pursuant to Section 125.38, *Florida Statutes*. The amount of any Leasehold Mortgage may be increased whether by an additional Mortgage and agreement consolidating the liens of such Leasehold Mortgage or by amendment of the existing Leasehold

Mortgage, and may be permanent or temporary, replaced, extended, increased, refinanced, consolidated or renewed provided that, except for Permitted Mortgage, the following conditions are met: (a) the funds are to be used solely for purposes of decreasing or paying off an existing Leasehold Mortgage or paying for new capital improvements, including furniture, fixture and equipment on the Premises and the Project; and (b) it is first approved by the Landlord, as evidenced by the written consent of Landlord, which shall not be unreasonably withheld or delayed, provided that the Landlord has had the opportunity to review the terms and conditions thereof and approves of the same (provided, however, that any increases which are specifically provided for in the applicable Leasehold Mortgagee's loan documents shall not require an additional consent by the Landlord).

16.2 Notice to Landlord of Mortgage. For any Leasehold Mortgagee(s), a notice of each Leasehold Mortgage or Mortgage shall be delivered to Landlord specifying the name and address of such Leasehold Mortgagee to which notices shall be sent. The Landlord shall be furnished a copy of each such recorded Leasehold Mortgage and/or Mortgage within thirty (30) days of the Leasehold Mortgage or Mortgage being executed and recorded.

16.3 Right to Cure Default of Tenant.

A.) In addition to any rights the Leasehold Mortgagee may have by virtue of this Article 16 herein and without limiting any other Tenant obligation provided herein, the Leasehold Mortgagee shall have the right, but not the obligation, to cure any Event of Default of Tenant, including the right to pay, or arrange to the satisfaction of Landlord for the payment of, a sum of money equal to any and all Rents or other payments due and payable by Tenant hereunder with respect to the Premises, including, but not limited to, any unpaid or outstanding utility invoices, in addition to the pro rata share of any and all expenses, costs and fees, including reasonable attorneys' fees, incurred by Landlord in preparation for terminating this Lease and in acquiring possession of the Premises, in order to cure the Tenant defaults.

B.) The Tenant shall be prohibited from assigning its interest in this Lease, or from transferring any portion of its ownership interest, to any person that: (i) is on any list issued by a U.S. or Florida governmental entity or agency of individuals and/or entities engaged in terrorist activities, (ii) is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that Boycott Israel List, or is engaged in any business operations in Cuba or Syria, as those terms are used and defined pursuant to Sections 287.135, 215.473, and 215.4725, *Florida Statutes*; (iii) is convicted of a Public Entity Crime or has been placed on the Convicted Vendors List pursuant to Section 287.133, *Florida Statutes* or Suspended Vendor List pursuant to Section 287.1351, *Florida Statutes*; (iv) is a Debarred Contractor under Section 10-38 of the Code or a similar law, rule or regulation (each, a "**Disqualified Person**"); or (v) is not a not-for-profit entity organized for the purposes of promoting community interest and welfare pursuant to Section 125.38, *Florida Statutes*. Additionally, the Landlord and Tenant hereby acknowledge and agree that any proposed Transfer by Tenant shall not be effective unless and until a notarized affidavit is sent by the Tenant to the Landlord confirming that the proposed assignee or transferee, as applicable, is not a Disqualified Person.

16.4 Assignment, Sublease, and Transfer, Generally

A.) Without the prior written consent of Landlord through the Board as described below, the Tenant shall not assign, sublet, transfer, mortgage, pledge, encumber, or dispose of this Lease or any

of its terms or any other interest in the Lease (including but not limited to any interest in the Premises, the Project, the Medical Facility or its operations) (“**Transfer**”), except for Tenant’s express right to mortgage its leasehold interest as necessary in accordance with Section 16.1. The foregoing prohibition includes but is not limited to (a) any subletting or assignment which could occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant’s corporate structure, and (b) an assignment or subletting to or by a receiver or trustee in any federal or state action, bankruptcy, insolvency, or other proceedings. The Tenant may not permit any other person(s) to occupy any portion of the Premises other than as provided hereunder. The Tenant may, with the prior written consent of the Leasehold Mortgagee, if necessary, request the Landlord’s consent for Tenant to assign this Lease or enter into a Sublease Agreement.

A Transfer under this subsection may not be effected unless each of the following are satisfied:

a) No material breach, or Event of Default exists under Section 19.1, at the time of such Transfer; and

b) Unless otherwise provided in this Article, Tenant must obtain the prior written consent of Landlord for such Transfer, through the Board, both as to the proposed Transfer and the proposed transferee, to be determined in the sole discretion of the Board, except that, to the extent the proposed transferee is an Affiliate that is a not-for-profit entity, the County Mayor or County Mayor’s designee has the delegated authority to provide such approval, to be determined in the sole discretion of the County Mayor or County Mayor’s designee. An “**Affiliate**” is defined as any entity controlling, controlled by, or under common control with Tenant.

In the event that Tenant desires to sublease all or a portion of the Premises, Tenant’s request to sublease must include sufficient information for Landlord to conduct a due diligence review and analysis of the proposed sublease, including information regarding all entities and individuals associated therewith, consistent with applicable law and Landlord’s requirements. Any assignment, sublease and/or any other Transfer shall be subject to, and must comply with, all of the provisions of this Lease, the Code, and Florida law, including but not limited to Section 125.38, *Florida Statutes*. Notwithstanding any other provisions of this Lease, the Sublease shall relieve the Tenant of any obligations under the terms of this Lease, unless a release is specifically granted by the Board. The Sublease Agreement must comply with the terms, obligations, and use restrictions set forth in this Lease, and to the extent that there are any inconsistencies, this Lease shall control. The Tenant must give written notice to Landlord, and to the Leasehold Mortgagee, if necessary, specifying the name and address of any potential assignee, Subtenant and sub-subtenant to which all notices required by this Lease shall be sent, and a copy of the Sublease Agreement or other governing instrument(s), as applicable. The Tenant shall provide the Landlord with full and complete copy of the Sublease Agreements and such instruments following their execution during each quarter, without any request or demand by the Landlord.

B.) Notwithstanding the foregoing, the Landlord hereby acknowledges, agrees and specifically consents that the Tenant may sublease a portion of the Premises to a not-for-profit entity that is qualified under Section 125.38, *Florida Statutes*, so long as such entity and the proposed use is first approved by the Landlord, specifically the County Mayor. And after the approval by the County Mayor, the Tenant and the selected Subtenant shall enter into the Sublease Agreement, which is in the same or substantially similar form to the draft Sublease Agreement, which is attached hereto, and marked as Exhibit “G”, and incorporated herein by this reference (the “**Permitted Sublease**”).

Afterwards, within ten (10) calendar days of the parties' entering into the Permitted Sublease, the Tenant shall deliver a copy of the Permitted Sublease to the Landlord. The Permitted Sublease shall be strictly for a public purpose, specifically for "public or community interest and welfare," and consistent with Section 125.38, *Florida Statutes*. Any and all rents derived from the sublease of the Premises shall, except for any expenses associated with maintaining any common areas, be paid within fifteen (15) calendar days to the Landlord.

16.5 Estoppel Certificates from Landlord. Upon request of Tenant or the Leasehold Mortgagee, the Landlord agrees to give such requesting party an estoppel certificate in accordance with Section 21.2 hereof.

16.6 Limited Waiver of Landlord Lien. In order to enable Tenant to secure financing for the purchase of fixtures, equipment, and other personal property to be located on or in the Premises, whether by security agreement and financing statement, mortgage or other form of security instrument, the Landlord, by its County Mayor, or designee, does waive and will from time to time, upon request, execute and deliver an acknowledgment that it has waived its "landlord's" or, other statutory, common law or contractual liens securing payment of rent or performance of Tenant's other covenants under this Lease as to such fixtures, equipment or other personal property.

16.7 No Subordination or Mortgaging of Landlord's Fee Title. There shall be no subordination of Landlord's fee simple interest in the Premises to the lien by any Leasehold Mortgagee nor shall the Landlord be required to join in such mortgage financing. No Leasehold Mortgagee may impose any lien upon the Landlord's fee simple interest in the Premises.

16.2 Sale or Refinancing of the Project. The Landlord and Tenant acknowledge and agree that the Tenant shall have the right to refinance its leasehold interest in the Premises, as well as its interest in the Project, including the Building and/or the other Improvements, at any time during the Term of this Lease, subject to the terms and conditions of this Lease. The Tenant may not sell its leasehold interest in the Premises, including the Building and/or other Improvements, without the prior written consent of the Landlord and/or the Leasehold Mortgagee, if required. Notwithstanding the foregoing, the parties further acknowledge and agree that if at any time the Tenant elects to sell, refinance or otherwise transfer its leasehold interest and/or its interest in the Project or the Premises, the Landlord shall be entitled to fifteen (15%) percent of the sale price or refinance amount, which amount shall be immediately paid to the Landlord, without demand and without any reduction, deduction, or set-off in the fifteen (15%) percent amount. The payment shall come from the Tenant's proceeds of the sale or refinance, after the payment of debts, but no later than thirty (30) calendar days from the date of the sale or refinance. The parties further acknowledge and agree that the amount due to the Landlord, as a result of any sale or refinance, shall be deemed as Additional Rent. The Tenant shall pay the amount to the Landlord in accordance with Section 3.1 of this Lease.

ARTICLE 17 **EMINENT DOMAIN**

17.1 Taking of Premises. If at any time during the Term of this Lease the power of eminent domain shall be exercised by the federal, state, or county government or their proper delegates, by condemnation proceeding (a "Taking"), to acquire the entire Premises ("Total Taking"), such Total Taking shall be deemed to have caused this Lease to terminate and expire on the date of such Total

Taking. The Tenant's right to recover a portion of the award for a Total Taking, as hereinafter provided, is limited to the fair market value of the Building and/or other Improvements, equal to the total amount of the award, minus the value of the land taken (considered unimproved, but encumbered by this Lease and subject to Section 17.4 of this Lease), and in no event shall Tenant be entitled to compensation for any fee interest in the Premises. Notwithstanding anything herein contained to the contrary, the Landlord shall be entitled to receive from the condemning authority not less than the value of the Premises (the land taken considered unimproved, but encumbered by this Lease). The portion of the award attributable to the Tenant hereunder or pursuant to a Partial Taking as described in Section 17.2, which shall be the total amount of the award, minus the value of the Premises, as set forth in the preceding sentence, shall be paid to the Tenant, the Leasehold Mortgagee, or an independent trustee acceptable to the Lender Mortgagee, and be applied in accordance with the Leasehold Mortgagee's loan documents. For the purpose of this Article 17, the date of Taking shall be deemed to be either the date on which actual possession of the Premises or a portion thereof, as the case may be, is acquired by any lawful power or authority pursuant to the Taking or the date on which title vests therein, whichever is earlier. All Rents and other payments required to be paid by Tenant under this Lease shall be paid up to the date of such Total Taking. The Tenant and Landlord shall, in all other respects, keep, observe and perform all the terms of this Lease up to the date of such Total Taking.

17.2 Proceeds of Taking. In the event following any such Total Taking as aforesaid, this Lease is terminated, or in the event following a Taking of less than the whole of the Premises ("**Partial Taking**") this Lease is terminated as provided for in Section 17.3 herein, the proceeds of any such Taking (total or partial) shall be distributed as described in Section 17.1. If the value of the respective interests of Landlord and Tenant shall be determined according to the foregoing provisions of this Section 17.2 in the proceeding pursuant to which the Premises shall have been taken, the values so determined shall be conclusive upon Landlord and Tenant. If such values shall not have been separately determined in such proceeding, such values shall be fixed by agreement between Landlord and Tenant, or if they are unable to agree, by an apportionment hearing within the condemnation proceeding so that the allocation between the parties is fair and equitable.

17.3 Partial Taking; Termination of Lease. In the event of a Partial Taking, the Tenant shall have the right to reconstruct or renovate the Project and/or the Premises, including the Building and the Improvements, unless the Leasehold Mortgagee objects to or requires distribution of the proceeds of the award, as authorized by, and in accordance with the Leasehold Mortgagee's loan documents and the Leasehold Mortgagee consents to termination of the Lease. If, in the event of a Partial Taking, the remaining portion of the Premises not so taken cannot be adequately restored, repaired or reconstructed so as to constitute a complete architectural unit of substantially the same usefulness, design, construction, and commercial feasibility, as immediately before such Partial Taking, as determined by the Leasehold Mortgagee, in its sole discretion, then the Tenant shall have the right, to be exercised by written notice to Landlord within one hundred twenty (120) calendar days after the date of the Partial Taking, to terminate this Lease on a date to be specified in said notice, which date shall not be earlier than the date of such Partial Taking, in which case Tenant shall pay and shall satisfy all Rents and other payments due and accrued hereunder up to the date of such termination and shall perform all of the obligations of Tenant hereunder to such date, and thereupon this Lease and the Term herein demised shall cease and terminate. Upon such termination the Tenant's interest under this Lease in the remainder of the Premises not taken may be sold to the governmental entity Taking the adjoining Premises, all in accordance with applicable law, and the proceeds of the sale shall be combined with the award given for the Partial Taking with the entire amount then being

distributed as if a Total Taking had occurred. The Leasehold Mortgagee and the Tenant shall have the right to participate in any condemnation proceedings regarding the Partial Taking of the Premises. Subject and subordinate to the rights of any Leasehold Mortgagee, the Landlord shall also have the option to purchase Tenant's interest under this Lease in the remainder of the Premises at the greater of (i) its fair market value and (ii) the amount necessary to pay off all existing liabilities of the Tenant, including all debt secured by a Leasehold Mortgage (including all fees, charges, prepayment penalties or similar thereto). The Landlord may exercise such option for a period of ninety (90) calendar days after being provided with the amount to pay off all existing liabilities of the Tenant, along with being given the determination of fair market value, which value shall be determined by a mutually acceptable appraiser (or if no one appraiser is agreed upon by the parties, an appraiser, shall be chosen by two (2) appraisers, one of which will be appointed by each party, within one hundred fifty (150) calendar days from the date the Lease was terminated. The fair market value specified in the preceding sentence shall be limited to the fair market value of the Project, which fair market value shall include the value of Tenant's interest in the unexpired Term of the leasehold estate created pursuant to this Lease, and in no event shall such value include any fee simple interest in the Premises). All appraisal costs shall be split equally between the Landlord and Tenant.

17.4 Partial Taking; Continuation of Lease. If following a Partial Taking this Lease is not terminated as hereinabove provided then, this Lease shall terminate as to the portion of the Premises taken in such condemnation proceedings; and, as to that portion of the Premises not taken, the Tenant shall proceed at its own cost and expense, subject to the availability of the condemnation award proceeds and the rights of the Leasehold Mortgagee, under the Leasehold Mortgagee's loan documents to either make an adequate restoration, repair or reconstruction or to rebuild a new Building upon the Premises not affected by the Taking, unless any of the following shall occur: (i) the Tenant, with the prior written consent of the Leasehold Mortgagee, in accordance with its loan documents, reasonably determines that the Project, cannot be adequately repaired, restored or reconstructed, so as to constitute a complete architectural unit of substantially the same effectiveness or usefulness, as prior to such Partial Taking; (ii) the award to the Tenant for such Partial Taking is insufficient to pay for such renovation, repair or reconstruction, in the determination of the Leasehold Mortgagee; or (iii) the Partial Taking results in making it impossible or unfeasible to reconstruct, renovate, repair or rebuild a new Building on any portion of the remaining Premises, in the determination of the Leasehold Mortgagee. The Tenant's share of the award shall be determined in accordance with Section 17.1 herein. Such award to Tenant shall, subject to the consent of the Leasehold Mortgagee, and shall be used by Tenant for its reconstruction, repair or rebuilding of the Project and/or the Premises, including the Building and/or Improvements. Any excess award after such reconstruction, repair, renovation or rebuilding, unless otherwise required by the Leasehold Mortgagee under the applicable Leasehold Mortgagee loan documents, shall be retained by Tenant. In the event, the Partial Taking results in making it impossible or unfeasible to reconstruct, restore, repair or rebuild a new Project, Tenant's share of the award shall be determined in accordance with Section 17.1 herein.

17.5 Temporary Taking. If the whole or any part of the Premises or of Tenant's interest under this Lease be taken or condemned by any competent authority for its or their temporary use or occupancy not exceeding one (1) year (a "Temporary Taking"), then the Tenant may elect to terminate the remaining Term of this Lease. If the Tenant fails to terminate this Lease, and the Tenant shall continue to pay, in the manner and at the times herein specified, the full amounts of the Rent and all other charges payable by Tenant hereunder and, except only to the extent that the Tenant may be prevented from so doing pursuant to the terms of the order of the condemning authority, to perform and observe all of the other terms, covenants, conditions and all obligations hereof upon the part of

Tenant to be performed and observed, as though such Temporary Taking had not occurred. In the event of any such Temporary Taking, Tenant shall be entitled to receive the entire amount of any award made for such Temporary Taking (attributable to the period within the term of the Lease), other than any portion of which was abated by Landlord pursuant to this Lease, the amount of any such abatement will be determined in accordance with Section 17.1), which amount Landlord shall be entitled to claim from the Taking Authority, whether paid by way of damages, rent or otherwise. The Tenant covenants that, upon the termination of any such period of Temporary Taking, prior to the expiration of the Term of this Lease, it will, at its sole cost and expense, restore the Project, as nearly as may be reasonably possible, to the condition in which the same were immediately prior to such Taking, provided that the Taking Authority compensates Tenant for such restoration.

ARTICLE 18

DEFAULT BY TENANT OR LANDLORD

18.1 Events of Default of Tenant; Termination for an Event of Default. Unless otherwise specified in this Lease, the following provisions of Section 18.2 shall apply if any one or more of the “**Events of Default**” listed below or otherwise provided in this Lease shall happen:

A.) The Tenant is required to maintain its not-for-profit status with the State of Florida throughout the term of this Lease, and shall operate the Medical Facility on the Premises in a manner that is consistent with such not-for-profit status, and Tenant’s mission as described in the Recitals hereto, and the terms of this Lease, and any failure by the Tenant to meet any of these obligations shall be an Event of Default; and/or

B.) The violation of the Permitted Use or the violation of Section 12.1 (Prohibited Use of Premises by Tenant) shall have occurred, upon which this Lease shall terminate in accordance with the terms and conditions of this Lease.

C.) The failure to have timely met any of the milestones pursuant to (and subject to the permissible extensions in) Section 4.5, including but not limited to the milestones or maintenances obligations pertaining to Commencement of Construction, Completion of Construction, and the Minimum Development.

D.) The Tenant’s failure to make due and punctual payment of any Rent, Additional Rent or other monies payable to Landlord under this Lease when and as the same shall become due and payable and such default shall continue for a period of ninety (90) calendar days after written notice thereof from Landlord to Tenant, with copies thereof to each Leasehold Mortgagee who shall have notified Landlord of its name, address and interest prior to such notice; or

E.) The Tenant’s failure to keep, observe, comply with, and/or perform any of the terms of this Lease, excepting the obligation to pay Rent, Additional Rent revenues or other monies due the Landlord, and/or other Events of Default described in this Lease, which have their own cure periods or are subject to automatic termination, then if such default shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant, setting forth with reasonable specificity the nature of the alleged breach, with copies thereof to each Leasehold Mortgagee, who shall have notified Landlord of its name, address and interest prior to such notice; or in the case of such default or contingency which cannot with due diligence and in good faith be cured within thirty (30) days, the Tenant fails within said thirty (30) day period to proceed promptly and with due diligence and in good

faith to cure said default and to finalize the cure within a reasonable time period thereafter not to exceed ninety (90) days from the date of the default notice. The rights of the Leasehold Mortgagee hereunder shall remain unaffected until it receives notice in accordance with this Section and Section 16.3.

F.) The Tenant's failure to abide by any Laws and Ordinances that result in Tenant or any of its principals being found to have committed intentional acts of fraud against or materially affecting any governmental body. The parties agree that if the Tenant has been found to be in violation of any such laws in which the Tenant is subject to criminal fines, and/or final adjudication of any imprisonment of any owner of the Tenant, major shareholder and/or officer of the Tenant, then the Tenant shall automatically be in default of this Lease, without any right to cure, and, subject to the terms of Section 18.2(c) and the Leasehold Mortgagee's right to replace the Tenant in accordance with the Leasehold Mortgagee's loan documents. And absent any replacement by the Leasehold Mortgagee, the Landlord shall have the right to terminate this Lease, or impose any additional obligations upon the Tenant, in the Landlord's sole and absolute discretion, and as the Landlord deems warranted. Notwithstanding the foregoing, the Landlord acknowledges that a Leasehold Mortgagee holding a mortgage lien on the leasehold interest of Tenant hereunder shall have the rights granted to it as a Leasehold Mortgagee.

G.) Notwithstanding the foregoing, in the event that the Tenant fails to meet the requirements of the listed milestones found in this Lease or fails to timely Commence Construction or Complete Construction, including any permitted extensions thereof, as outlined by the terms and conditions found in this Lease, this Lease shall automatically terminate, and such termination, including the return of the leasehold interest to the Landlord, shall be at no cost or expense to the Landlord, in accordance with the terms and conditions of this Lease, and Landlord's Implementing Order No.: 8-4.

18.2 Failure to Cure Default by Tenant.

A.) If an Event of Default of Tenant shall occur, the Landlord, at any time after the periods set forth in Section 18.1, and - in the case of defaults for which this Lease provides for the ability to cure - provided Tenant has failed to cure such Event of Default within such applicable period, shall give written notice to Tenant specifying such Events of Default of Tenant and, unless automatically terminated, stating that this Lease and the Term hereby demised shall terminate on the date specified in such notice, which shall be at least thirty (30) days after the giving of such notice, and upon the date specified in such notice, this Lease and the Term hereby demised and all rights of Tenant under this Lease, shall terminate. Tenant hereby acknowledges and agrees that it shall have only the amount of time to cure, if any, provided hereunder or otherwise provided by the Landlord in such notice(s).

B.) Subject to the terms in Section 16.2, 16.3, 18.2(c) and 18.3, if an Event of Default of Tenant shall occur, then Landlord, at any time after expiration of the cure periods, shall have the following rights and remedies which are cumulative:

i. in addition to any and all other remedies in law or in equity that Landlord may have against Tenant, Landlord shall be entitled to sue Tenant for all damages, costs and expenses arising from Tenant's committing an Event of Default hereunder and to recover all such

damages, costs and expenses, including reasonable attorneys' fees at both trial and appellate levels; and/or

ii. to restrain, by injunction, the commission of or attempt or threatened commission of an Event of Default and/or to obtain a decree specifically compelling performance of any such term or provision of the Lease; and/or

iii. to terminate any and all obligations that Landlord may have under this Lease, in which event Landlord shall be released and relieved from any and all liability under this Lease; provided, however, that if the Event of Default has not been cured following the expiration of any required notice and cure period, this Lease shall terminate; and/or

iv. to immediately terminate this Lease, with or without judicial intervention, and require the Tenant to vacate the Premises, including, at the Landlord's election, to remove any and all of the Tenant's personal property from the Premises. Should the Tenant fail to remove any or all of its personal property from the Premises within fifteen (15) calendar days, such personal property shall be deemed abandoned by the Tenant.

18.3 Rights of Landlord after Termination. Following termination of this Lease for a Tenant default, the Tenant shall be liable to the Landlord for any Rent, Additional Rent, Impositions and damages due and owing as of the date of termination. The Landlord may re-let the Premises or any part thereof, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term of this Lease) and on such conditions (which may include concessions or free rent) as Landlord, in its reasonable discretion, may determine and may collect and receive the rents therefore, so long as Landlord uses acts reasonably in attempting to re-let the Project, or any part thereof, and in collecting rent due from such re-letting during the balance of the Term of this Lease or any renewal thereof. Provided the Landlord acts reasonably to mitigate damages, the Landlord shall in no way be responsible or liable for any failure to re-let the Premises or any part thereof, or for any failure to collect any rent due for any such re-letting.

18.4 No Waiver by Landlord. No failure by Landlord to insist upon the strict performance of any of the terms of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by Landlord of full or partial Rent or Additional Rent during the continuance of any such breach, shall constitute a waiver of any such breach or of any of the terms of this Lease. None of the terms of this Lease to be kept, observed or performed by Tenant, and no breach thereof, shall be waived, altered, or modified except by a written instrument executed by Landlord. No waiver of any breach shall affect or alter this Lease, but each of the terms of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. No waiver of any default of Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant, term or conditions.

18.5 Events of Default by Landlord. The provisions of Section 18.7 shall apply if any of each following "**Landlord Event of Default**" shall happen: if Landlord defaults in failing to keep, observe, or perform any of the material duties imposed upon Landlord pursuant to the terms of this

Lease and such default shall continue for a period of ninety (90) days after written notice thereof from Tenant to the Landlord setting forth with reasonable specificity the nature of the alleged breach; or, in the case of any such default or contingency which cannot, with due diligence and in good faith, be cured within ninety (90) days, Landlord fails within said ninety (90) day period to proceed promptly after such notice and with due diligence and in good faith to cure said Landlord Event of Default.

18.6 Failure to Cure Default by Landlord. If a Landlord Event of Default shall occur, Tenant at any time after the period set forth in Section 18.6 shall have the following rights and remedies which are cumulative:

A.) In addition to any and all other remedies, in law or in equity, that Tenant may have against Landlord, Tenant, shall be entitled to sue Landlord for all actual damages (as limited by Article 14 above), costs and expenses arising from Landlord's committing a Landlord Event of Default hereunder and to recover all such damages, costs and expenses, but excluding attorneys' fees and expert witness fees, at both trial and appellate levels.

B.) To restrain, by injunction, the commission of or attempt or threatened commission of a Landlord Event of Default and to obtain a decree specifically compelling performance of any such term or provision of the Lease.

C.) To terminate any and all obligations that Tenant may have under this Lease, in which event Tenant shall be released and relieved from any and all liability under this Lease and shall surrender possession of the Premises to the Landlord; provided, however, that the Tenant shall not terminate this Lease as to any portion thereof which is subject to a Sublease Agreement, without providing at least ninety (90) days written notice to the Subtenant, and obtaining the written consent of the Subtenant to such termination.

18.7 No Waiver by Tenant. The failure by Tenant to insist upon the strict performance of any of the terms of this Lease or to exercise any right or remedy upon a breach thereof, shall not constitute a waiver of any such breach or of any of the terms of this Lease. None of the terms of this Lease to be kept, observed or performed by Landlord, and no breach thereof, shall be waived, altered or modified except by written instrument executed by Tenant. No waiver of any default of Landlord hereunder shall be implied from any omission by Tenant to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers by Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

ARTICLE 19 **NOTICES**

19.1 Addresses. All notices, demands or requests by Landlord to Tenant shall be deemed to have been properly served or given, if addressed to the parties as referenced below, unless, at any time during the Term of this Lease, a party may, in writing, notify the other party of a change of address.

To Landlord:
Office of Real Estate Development

People and Internal Operations Department,
111 N.W. First Street, Suite 2460
Miami, Florida 33128
Attention: Director

With a copy to:
Miami-Dade County Attorney's Office
111 N.W. First Street, Suite 2800
Miami, Florida 33128
Attention: County Attorney

To Tenant:
Jessie Trice Community Health System, Inc.
5607 N.W. 27 Avenue
Miami, Florida 33142
Attention: President and CEO, Ryan R. Hawkins

With a copy to:
Quintairos, Prieto, Wood & Boyer, P.A.
9300 South Dadeland Boulevard, Fourth Floor
Miami, Florida 33156
Attention: Reginald J. Clyne, Esquire

19.2 Method of Transmitting Notice. All notices, demands or requests (a "Notice") shall be sent by: (a) United States registered or certified mail, return receipt requested, (b) hand delivery, (c) nationally recognized overnight courier, or (d) electronic mail ("email"), provided, for email, the recipient confirms receipt of the email message within 24 hours of the email message being sent. All postage or other charges incurred for transmitting of Notices shall be paid by the party sending same. Such Notices shall be deemed served or, given on the earlier of: (i) the date received, or (ii) the date delivery of such Notice was refused or unclaimed, or (iii) the date noted on the return receipt or delivery receipt as the date delivery thereof was determined impossible to accomplish because of an unnoticed change of address, or (iv) on the fifth (5th) day after being deposited in a United States mailbox receptacle.

ARTICLE 20
QUIET ENJOYMENT

20.1 Grant of Quiet Enjoyment. Tenant, upon paying all Rents, Additional Rent, revenues and other monies herein provided for and performing in accordance with the terms, conditions, agreements, and provisions of this Lease, shall peaceably and quietly have, hold and enjoy the Premises during the Term of this Lease without interruption, disturbance, hindrance or molestation by Landlord or by anyone claiming by, through or under Landlord.

ARTICLE 21
CERTIFICATES BY LANDLORD AND TENANT

21.1 Tenant Certificates. Tenant agrees at any time and from time to time, upon not less than thirty (30) days prior written notice by Landlord, to execute, acknowledge and deliver to Landlord a statement, such as an estoppel, in writing setting forth the Rent, Additional Rent, payments and other monies then payable under this Lease, if then known; certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modification), and the dates to which the Rent, Additional Rent, and other monies have been paid, and stating (to the best of Tenant's knowledge) whether or not Landlord is in default in keeping, observing or performing any of the terms of this Lease; and, if in default, specifying each such default (limited to those defaults of which Tenant has knowledge). It is intended that any such statement delivered pursuant to this Section 21.1 may be relied upon by Landlord or any prospective assignee, transferee or purchaser of the fee, but reliance on such certificate shall not extend to any default of Landlord as to which Tenant shall have no actual knowledge.

21.2 Landlord Certificates. Landlord agrees at any time and from time to time, upon not less than thirty (30) days prior written notice by Tenant, or by a Leasehold Mortgagee, to furnish a statement, such as an estoppel, in writing, in substantially the form attached hereto as Schedule 21.2 setting forth the Rent, Additional Rent, payments and other monies then payable under this Lease, if then known; certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications that this Lease is in full force and effect as modified and stating the modifications) and the dates to which the Rent, Additional Rent, and other monies have been paid; stating whether or not to the best of Landlord's knowledge, the Tenant is in default in keeping, observing and performing any of the terms of this Lease, and, if the Tenant shall be in default, specifying each such default of which Landlord may have knowledge. It is intended that any such statement delivered by the County Mayor, or the County Mayor's designee, pursuant to this Section 21.2 may be relied upon by any prospective Subtenant, assignee, or transferee of Tenant's interest in this Lease, as well as any prospective Leasehold Mortgagee or any assignee thereof, but reliance on such certificate may not extend to any default of Tenant.

ARTICLE 22

CONSTRUCTION OF TERMS AND MISCELLANEOUS

22.1 Force Majeure. Immediately upon an obligated party becoming aware of an event of Force Majeure which will delay the obligated party from performing its obligations under this Lease but no later than thirty (30) days of the obligated party having become aware of such Force Majeure, such obligated party shall give notice to the other party in writing of the Force Majeure event, the impact thereof on the obligated party's obligations under this Lease, and the anticipated time extension necessary to perform. Except for financial obligations, including but not limited to the payment of Rent: (a) the obligated party shall be entitled to an extension of time equal to the event or period of time giving rise to the event of Force Majeure, but in no event greater than one hundred eighty (180) calendar days, because of its inability to meet a time frame or deadline specified in this Lease, where such inability is caused by an event of Force Majeure; and (b) neither party shall be liable for loss or damage or deemed to be in default hereof due to any such Force Majeure event, provided that party has notified the other as specified herein and further provided that such Force Majeure event did not result from the fault, negligence or failure to act of the party claiming the delay. Failure to notify a party of the existence of a Force Majeure event within the thirty (30) days of its discovery by a party shall not void the need for an extension but the time period between the expiration of the thirty (30) days period and the date actual notice of the Force Majeure event is given shall not be credited to the obligated party in determining the anticipated time extension. The parties hereby acknowledge and

agree that neither the Coronavirus disease (commonly known as the COVID-19 pandemic), nor any of its variants, no matter when such variants may emerge, shall qualify as an event giving rise to Force Majeure.

22.2 Attorneys' Fees. The Landlord and Tenant hereby acknowledge and agree that each party shall be responsible for its own attorneys' fees, unless otherwise described in this Lease. Each parties' responsibility for its own attorneys' fees shall include, but not be limited to, court cost, witness fees, and other related expenses, whether at trial and/or on appeal.

22.3 Landlord's Rights As Sovereign. The Landlord retains all its sovereign prerogatives and rights as a county under state and local laws with respect to the planning, design, construction, development and operation of the Project. It is expressly understood that notwithstanding any provision of this Lease and the Landlord's status as a county government thereunder:

A.) The Landlord retains all of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a county under Florida and local laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications and/or Permits for building or zoning; from exercising its planning or regulatory duties and authority; and from requiring development in each case under present or future Laws and Ordinances of whatever nature applicable to the planning, design, construction and development of the Project, the Building and/or other Improvements provided for in this Lease, or the operation thereof, and the Landlord shall not be liable for the same; and

B.) The Landlord shall not by virtue of this Lease be obligated to grant the Tenant, any Leasehold Mortgagee, or any other person or entity associated with the Premises or the Project or any portions thereof, any approvals of applications for building, zoning, planning or development under present or future Laws and Ordinances of whatever nature applicable to the design, construction, development and/or operation of the Project, Building and other Improvements provided for in this Lease.

C.) Notwithstanding and prevailing over any contrary provision in this Lease, any Landlord covenant or obligation that may be contained in this Lease shall not bind the Board, and/or the Landlord's Regulatory and Economic Resources Department, the Division of Environmental Resources Management, and/or any successor to the foregoing, and/or any other county, city, federal or state department or authority, committee or agency (i.e., any governmental 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 Landlord or other applicable governmental agencies in the exercise of its/their police power(s).

22.4 Additional Provisions.

i. Assurance of compliance with Section 504 of the Rehabilitation Act - The Tenant shall report its compliance with Section 504 of the Rehabilitation Act whenever requested by the Landlord.

ii. Civil Rights - The Tenant agrees to abide by Chapter 11A, Article IV, Sections 2 and 28 of the Code, as amended.

iii. Age Discrimination- The Tenant also agrees to abide and be governed by the Age Discrimination Act of 1975, as amended, which provides; in part, that there shall be no discrimination against persons in any area of employment because of age. The Tenant agrees to abide and be governed by Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794, which prohibits discrimination on the basis of a person's disability. The Tenant agrees to abide and be governed by the requirements of the Americans with Disabilities Act (ADA).

22.5 Severability. If any provisions of this Lease or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.

22.6 Captions. The article headings and captions of this Lease and the Table of Contents, if any, preceding this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

22.7 Relationship of Parties. This Lease does not create the relationship of principal and agent or of mortgagee and mortgagor or of partnership or of joint venture or of any association between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant or lessor and lessee.

22.8 Recording. A Memorandum of this Lease shall be recorded by either party among the Public Records of Miami-Dade County, Florida, at the sole cost of the Tenant.

22.9 Construction. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Lease was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Lease which has been drafted by counsel for both Landlord and Tenant.

22.10 Delegated Authority and Consents. The Landlord in its capacity as landlord shall have the power, authority, and right, without any further resolution or action of the Board, to:

A.) Review and approve documents, subleases, requests, estoppels and joinders and consents required or allowed by Tenant to be submitted to Landlord in accordance with the terms of this Lease, and generally take actions on behalf of Landlord to implement the terms hereof;

B.) Consent to actions, events, and undertakings by and/or for Tenant contemplated by and consistent with this Lease for which Landlord's consent is required, provided that whenever in this Lease the consent or approval of Landlord is required, and such consent or approval may be made by the County Mayor, or the County Mayor's designee, on behalf of Landlord, such consent:

i. shall not be unreasonably or be arbitrarily withheld, conditioned, or delayed unless specifically provided for to the contrary, and shall not require a fee from the party requesting same, unless specifically provided for in this Lease; and

ii. shall not be effective unless it is in writing; and

iii. shall apply only to the specific act or transaction so approved or consented to and shall not relieve Tenant or Landlord, as applicable, of the obligation of obtaining the other's prior written consent or approval to any future similar act or transaction.

C.) Execute non-disturbance agreements and issue estoppel statements as provided elsewhere in this Lease;

D.) Execute on behalf of Landlord, consistent with this Lease, any and all consents, agreements, applications or other documents, needed to comply with applicable regulatory procedures and secure permits or other approvals needed to accomplish the construction of any and all improvements in and refurbishments of the Property;

E.) Amend this Lease to correct any typographical or non-material errors, or to address revisions or supplements hereto of a non-material nature; and

F.) Execute on behalf of Landlord any bifurcated leases and any other agreements or instruments necessary to effectuate the bifurcation of this Lease as contemplated herein.

G.) Execute non-exclusive utility easements for the provision of utility services, subject to the following conditions: (i) the conveyance of any easements complies with the Board's Resolution No. R-504-15, which establishes the Landlord's policy of minimizing the negative aesthetic impact to the public created by the installation of utility lines and equipment on property owned by the Landlord, (ii) the easement(s) is no larger in size or scope than is necessary for the construction, operation and maintenance of such utilities to service the project site located thereon; and (iii) the easement does not allow the grantee of the easement to grant access to the easement to any other entity or individual other than the grantee, and joinders and consents to easement and access agreements, for the purposes of granting any needed non-exclusive vehicular and/or pedestrian ingress and egress access routes and for any parking within and throughout the project.

H.) Consent to the Tenant filing any required notice provision and/or encumbrance required by the federal government, including, but not limited to, a Notice of Federal Interest (also known as a "NFI"), so long as such notice provision and/or encumbrance against the Premises is in accordance with the Landlord's requirements.

I.) Approve or otherwise consent to the Sublease Agreement, and/or the renewal thereof, between the Tenant and the Subtenant, as well as to take any action, including, but not limited to, enforcing any terms, conditions, limitations, restrictions, and/or obligations found in the Sublease Agreement and/or this Lease.

22.11 Entire Agreement. This Lease contains the entire agreement between the parties hereto and shall not be modified, supplemented, or amended in any manner except by an instrument in writing executed by the parties hereto. Further, this Lease shall not be amended, supplemented, or modified without the prior written consent of the Leasehold Mortgagee, if required.

22.12 Successors and Assigns. The terms herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, and Tenant, its successors and assigns (including any Leasehold Mortgagees) to whom each such succession or assignment complies with the terms of this Lease.

22.13 Holidays. It is hereby agreed and declared that whenever the day on which a payment due under the terms of this Lease, or the last day on which a response is due to a notice, or the last day of a cure period, falls on a day which is a legal holiday in Miami-Dade County, Florida, or on a Saturday or Sunday, such due date or cure period expiration date shall be postponed to the next following business day.

22.14 Calendar Days. Any mention in this Lease of a period of days for performance shall mean calendar days (every day of the week, Sunday through Saturday), unless otherwise described or required by this Lease.

22.15 Exhibit and Schedules. Each Exhibit and Schedule referred to in this Lease is incorporated herein by reference. The Exhibits and Schedules, even if not physically attached, shall still be treated as if they were part of this Lease.

22.16 Brokers. Landlord and Tenant hereby represent and agree that no real estate broker or other person is entitled to claim a commission as a result of the execution and delivery of this Lease.

22.17 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

22.18 No Merger of Title. The Landlord and Tenant hereby acknowledge and agree that there shall be no merger of the leasehold estate created by this Lease with the fee estate.

22.19 Rights of Leasehold Mortgagees. In the event of multiple Leasehold Mortgagees, the rights of the initial Leasehold Mortgagee shall have first priority over any other Leasehold Mortgagees claiming rights under this Lease.

ARTICLE 23 **REPRESENTATIONS AND WARRANTIES**

23.1 Landlord's Representations, Warranties and Covenants.

23.2 (A) Tenant acknowledges that in accordance with Section 125.411(3) *Florida Statutes*, Landlord does not warrant the title or represent any state of facts concerning the title to the Premises.

(B) Landlord represents that the parties signing this Lease on behalf of Landlord have the authority to bind Landlord and to enter into this transaction.

23.3 Tenant's Representations and Warranties. The Tenant hereby represents and warrants to Landlord that it has full power and authority to enter into this Lease and perform in accordance with its terms and provisions and that the parties signing this Lease on behalf of Tenant have the authority to bind Tenant and to enter into this transaction and Tenant has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Lease.

ARTICLE 24
EQUAL OPPORTUNITY

24.1 Equal Opportunity. Where applicable, Tenant acknowledges that federal funds cannot be used for programs that discriminate based on protected characteristics. Accordingly, during the performance of this Lease, Tenant agrees to comply with all applicable federal, state and local laws prohibiting discrimination based on race, color, religion, sex, national origin, or other protected characteristic, including, but not limited to, Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, the Equal Protection Clause of the Fourteenth Amendment, and the Florida Civil Rights Act, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such actions shall include, but not be limited to, the following: employment; upgrading; transfer or demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Tenant agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the Landlord setting forth the provisions of this Equal Opportunity clause.

Tenant will comply with all of the following statutes, rules, regulations and orders applicable to the Premises:

- (A) all applicable provisions of the Civil Rights Act of 1964;
- (B) Reserved;
- (C) Executive Order 11625 of October 13, 1971;
- (D) the Age Discrimination Employment Act effective June 12, 1968;
- (E) the rules, regulations and orders of the Secretary of Labor;
- (F) Section 112.042, *Florida Statutes*;

(G) the applicable federal regulations binding Tenant or transferee not to discriminate based on disability and binding the same to compliance with the Americans with Disabilities Act pursuant to the requirements found in 49 CFR Part 26.7 regarding nondiscrimination based on race, color, national origin or sex; in 49 CFR Parts 27.7, 27.9(b) and 49 CFR Part 37 regarding nondiscrimination based on disability and complying with the Americans With Disabilities Act with regard to any improvements constructed.

ARTICLE 25
INSPECTOR GENERAL REVIEWS

25.1 Independent Private Sector Inspector General Reviews:

Pursuant to Miami-Dade County Administrative Order 3-20, the Landlord has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "**IPSIG**"), whenever the Landlord deems it appropriate to do so. Upon written notice from the Landlord, the Tenant shall make available to the IPSIG retained by the Landlord, all requested records and documentation pertaining

to this Lease for inspection and reproduction. The Landlord shall be responsible for the payment of these IPSIG services. The terms of this provision apply to the Tenant, its officers, agents, employees, subcontractors, the Subtenant and any assignees. Nothing contained in this provision shall impair any independent right of the Landlord to conduct an audit or investigate the operations, activities and performance of the Tenant in connection with this Lease. The terms of this Article shall not impose any liability on the Landlord by the Tenant or any third-party.

25.2 Miami-Dade County Inspector General Review: According to Section 2-1076 of the Code, the Landlord has established the Office of the Inspector General which may, on a random basis, perform audits on all Miami-Dade County contracts, throughout the duration of said contracts.

The Inspector General shall have the power and authority to perform audits on all Miami-Dade County contracts including, but not limited to, this Lease. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed Miami-Dade County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records 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 and Specifications and all applicable Laws and Ordinances. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to this Lease, if any. 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, specifications, proposal submittals, activities of the Tenant, its officers, agents and employees, lobbyists, the Landlord's staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Tenant from the Inspector General or IPSIG retained by the Inspector General, the Tenant shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Tenant's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all Project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract 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 aforesaid documents and records.

ARTICLE 26

FLORIDA PUBLIC RECORDS ACT

26.1 As it relates to this Lease, the Tenant and any of its subsidiaries, pursuant to Section 119.0701 of the *Florida Statutes*, shall:

a.) Keep and maintain public records that ordinarily and necessarily would be required by the Landlord in order to perform the service; and

b.) Upon request of from the Landlord’s custodian of public records identified herein, provide the Landlord with a copy of the requested records or allow the public with access to public records on the same terms and conditions that the Landlord would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law; and

c.) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Lease and following completion of the work under this Lease if the Tenant does not transfer the records to the Landlord; and

d.) Meet all requirements for retaining public records and transfer to the Landlord, at no cost to the Landlord, all public records created, received, maintained and/or directly related to the performance of this Lease that are in possession of the Tenant upon termination of this Lease. Upon termination of this Lease, the Tenant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Landlord in a format that is compatible with the information technology systems of the Landlord.

26.2 For purposes of this Lease, the term “public records” shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the Landlord.

26.3 In the event the Tenant does not comply with the public records disclosure requirements set forth in Section 119.0701, *Florida Statutes*, and this article, the Landlord shall avail itself of the remedies set forth in Article 18 of this Lease. The Tenant’s obligations under this article shall survive the termination of this Lease.

IF THE TENANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TENANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE LANDLORD’S CUSTODIAN OF PUBLIC RECORDS AT:

Miami-Dade County
People and Internal Operations Department
111 N.W. First Street, Suite 2460
Miami, Florida 33128
Attention: Salomee Peters
Email: Salomee.Peters@miamidade.gov

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]
[ONLY THE SIGNATURE PAGE REMAINS]

IN WITNESS WHEREOF, Landlord has caused this Lease to be executed in its name by the County Mayor, or the Mayor's designee, as authorized by the Board of County Commissioners, and Tenant has caused this Lease to be executed by its duly authorized representative all on the day and year first hereinabove written.

Approved as to form and legal sufficiency

By: _____

Assistant County Attorney

LANDLORD:

**Miami-Dade County,
a political Subdivision of the State of Florida
BY ITS BOARD OF COUNTY
COMMISSIONERS**

ATTEST:

**Juan Fernandez-Barquin, Clerk of the
Court and Comptroller**

By: _____
(Deputy Clerk's Signature)

Print Name: _____

Date: _____

By:
Name: _____
Title: _____

Date: _____

TENANT:

**Jessie Trice Community Health System, Inc.
a Florida not-for-profit entity**

By: _____
Name: _____
Title: _____

Date: _____

IN WITNESS WHEREOF, Landlord has caused this Lease to be executed in its name by the County Mayor, or the Mayor's designee, as authorized by the Board of County Commissioners, and Tenant has caused this Lease to be executed by its duly authorized representative all on the day and year first hereinabove written.

Approved as to form and legal sufficiency

By: _____

Assistant County Attorney

LANDLORD:

**Miami-Dade County,
a political Subdivision of the State of Florida
BY ITS BOARD OF COUNTY
COMMISSIONERS**

ATTEST:

Juan Fernandez-Barquin, Clerk of the Court and Comptroller

By: _____

(Deputy Clerk's Signature)

By:

Name: _____

Title: _____

Date: _____

Print Name: _____

Date: _____

TENANT:

**Jessie Trice Community Health System, Inc.
a Florida not-for-profit entity**

By:  _____

Name: DocuSigned by:
Ryan R. Hawkins
644937562522477 Ryan R. Hawkins _____

Title: President & CEO _____

Date: 6/12/2026 _____

EXHIBIT "A"
LEGAL DESCRIPTION AND ILLUSTRATION OF THE PREMISES



PROPERTY APPRAISER OF MIAMI-DADE COUNTY
 Summary Report

Generated On: 06/10/2026

PROPERTY INFORMATION	
Folio	30-3110-073-0020
Property Address	7440 NW 26 AVE MIAMI, FL 33147-0000
Owner	MIAMI-DADE COUNTY, OCED
Mailing Address	701 NW 1 CT 14TH FLOOR MIAMI, FL 33136
Primary Zone	7051 UC EDGE - INDUSTRIAL (ID) 4 MAX HT
Primary Land Use	8081 VACANT GOVERNMENTAL - VACANT LAND
Beds / Baths /Half Floors	0 / 0 / 0
Living Units	0
Actual Area	0 Sq. Ft
Living Area	0 Sq. Ft
Adjusted Area	0 Sq. Ft
Lot Size	63,336 Sq. Ft
Year Built	0



ASSESSMENT INFORMATION			
Year	2025	2024	2023
Land Value	\$1,900,080	\$1,900,080	\$1,583,400
Building Value	\$0	\$0	\$0
Extra Feature Value	\$0	\$0	\$0
Market Value	\$1,900,080	\$1,900,080	\$1,583,400
Assessed Value	\$1,149,936	\$1,045,397	\$950,361

TAXABLE VALUE INFORMATION			
Year	2025	2024	2023
COUNTY			
Exemption Value	\$1,149,936	\$1,045,397	\$950,361
Taxable Value	\$0	\$0	\$0
SCHOOL BOARD			
Exemption Value	\$1,900,080	\$1,900,080	\$1,583,400
Taxable Value	\$0	\$0	\$0
CITY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
REGIONAL			
Exemption Value	\$1,149,936	\$1,045,397	\$950,361
Taxable Value	\$0	\$0	\$0

BENEFITS INFORMATION				
Benefit	Type	2025	2024	2023
Non-Homestead Cap	Assessment Reduction	\$750,144	\$854,683	\$633,039
County	Exemption	\$1,149,936	\$1,045,397	\$950,361

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION
POINCIANA INDUSTRIAL CENTER WEST
PB 159-23 T-17340
TRACT B
LOT SIZE 1.454 AC M/L
FAU 30-3110-000-0230 0250 & 0260

SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description

The information contained herein is for ad valorem tax assessment purposes only. The Property Appraiser of Miami-Dade County is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser of Miami-Dade County and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <https://www.miamidadepa.gov/pa/disclaimer.page>

EXHIBIT "B"
SURVEY OF THE PREMISES

The Tenant shall, at its sole cost and expense, within one (1) calendar year from the Effective Date, obtain a current certified boundary survey of the Premises, prepared by a professional land surveyor licensed by the State of Florida. Once the survey is finalized, the survey showing the Premises shall be attached as Exhibit "B".

EXHIBIT "C"
DEVELOPMENT CONCEPT

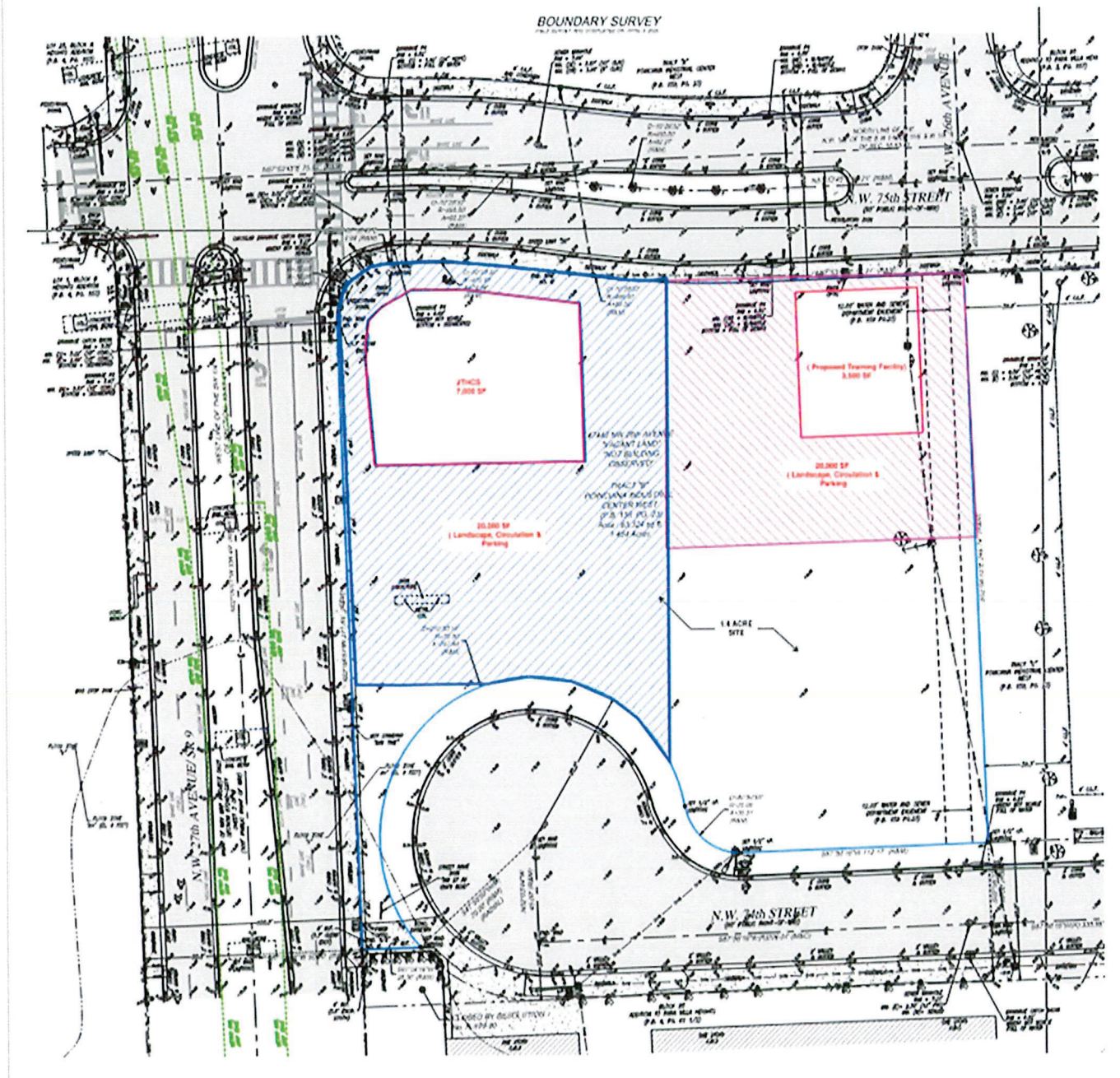


EXHIBIT "D"
[RESERVED]

EXHIBIT "E"
ART IN PUBLIC PLACES PROCEDURES MANUAL

For the Art in Public Places Manual see link: app-procedures-no-358-1-2020.pdf

EXHIBIT "F"
PERMITTED MORTGAGE

NONE.

No mortgage(s) were submitted by the Tenant to the Landlord prior to the Ground Lease being approved by the Miami-Dade County Board of County Commissioners.

EXHIBIT "G"
PERMITTED SUBLEASE AGREEMENT

SUBLEASE AGREEMENT

This Sublease Agreement ("**Sublease**") is made and entered into on this ____ day of _____, 202__ ("**Commencement Date**"), by and between the Jessie Trice Community Health System, Inc., a Florida not-for-profit corporation, whose headquarters in located at 5607 N.W. 27 Avenue, Miami, Florida 33142, hereinafter referred to as the "**Sublandlord**," and _____, a _____ not-for-profit corporation, whose headquarters is located at _____, hereinafter referred to as the "**Subtenant**."

RECITALS

WHEREAS, on or about _____, pursuant to Section 125.38, *Florida Statutes*, Miami-Dade County ("**Landlord**") and the Sublandlord entered into a Ground Lease authorized under Resolution R- -26, and approved by the Miami-Dade County Board of County Commissioners on the ____ day of _____, 2026 (hereinafter referred to as the "**Ground Lease**," which is attached hereto, marked as "Exhibit A," and which is incorporated herein by reference) leasing the vacant property located at 7440 N.W. 26 Avenue, Miami, Florida, and having Folio Number: 30-3110-073-0020, which is comprised of approximately 63,336 square feet (the "**Property**"); and

WHEREAS, the Sublandlord desires to sublease a portion of the Property to the Subtenant, consisting of approximately _____ square feet, and located on the northeastern portion of the Property, as depicted in "Exhibit B," which is attached hereto and incorporated herein by this reference (the "**Premises**") and

WHEREAS, the Subtenant desires and shall utilize the Premises to construct a building that will be for a _____; and

WHEREAS, the Subtenant acknowledges and hereby agrees that it has read the Lease Agreement, in its entirety, with the assistance of counsel, and fully understands that most of the duties and obligations found in the Ground Lease that are the responsibility of the entity described herein as the Sublandlord, by this Sublease, shall, irrespective of whether such duties and obligations are specifically mentioned or described, be attributable to the Subtenant, whereby the Subtenant will be responsible for performing the same duties and obligations that the Sublandlord is required to perform under the Lease Agreement, except that the Subtenant's responsibilities will be limited to the Premises; and

WHEREAS, the Landlord, in accordance with the terms and conditions of the Ground Lease, has provided its consent to this Sublease, as evidenced by the written approval by the County Mayor.

NOW, THEREFORE, in consideration of the foregoing terms, conditions, and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

The parties hereby acknowledge and agree that the foregoing recitals and any and all appendices, exhibits, addendums and attachments mentioned, listed, referred to or otherwise described in this Sublease are hereby adopted and incorporated herein, and made part of this Sublease.

It is further mutually understood and agreed to by the respective parties hereto the following terms and conditions:

ARTICLE I **TERM**

1.01 The Sublandlord and Subtenant hereby acknowledge and agree that this Sublease is for a period of _____ () years. This Sublease shall become effective on the Commencement Date, as first referenced above. And this Sublease shall automatically terminate, specifically without the need for any type of notice

or notification by the Sublandlord, on _____, _____ (the “**Expiration Date**”). The Subtenant hereby specifically waives notice to vacate or quit the Premises, and further agrees that the Sublandlord shall be entitled to the benefit of all provisions of law with respect to the summary recovery of possession of the Premises. The Subtenant specifically waives notice to vacate or quit the Premises, and further agrees that the Sublandlord shall be entitled to the benefit of all provisions of law with respect to the summary recovery of possession of the Premises, from the Subtenant holding over, to the same extent as if statutory notice had been given. And the Subtenant hereby agrees that if it fails to surrender the Premises upon the Expiration Date, the Subtenant shall be liable to the Sublandlord for any and all damages which the Sublandlord shall suffer by reason thereof, and the Subtenant will indemnify the Sublandlord against any and all claims and demands made by the Landlord and/or any succeeding tenants and/or developers against the Sublandlord for any reason, including, but not limited to the delay in the in delivering possession of the Premises to the Landlord or such succeeding tenant and/or developer, in addition to any other privileges or rights that the Sublandlord may have under this Sublease and/or at law or in equity.

ARTICLE II **RENT**

2.01 The Sublandlord and Subtenant agree that the Subtenant does hereby covenant and agree with the Sublandlord to pay to the Sublandlord, without stipulation, deduction, setoff, or reservation, beginning on the Commencement Date, the amount of One (\$1.00) Dollar, plus sales tax, if applicable, which amount shall automatically increase annually by ten (10%) percent, and which amount may be payable to the Sublandlord, in either a lump sum payment or twelve (12) equal monthly installment payments. Any and all rent payments shall be delivered to the Sublandlord by mailing the rent payment to: _____, or to such other place as the Sublandlord may, from time to time, designate in writing, as set for herein.

2.02 The Sublandlord and the Subtenant further agree that in addition to the rent, the Subtenant is responsible for paying its fair share of the costs and expenses associated with common area maintenance on the Premises and on the Property, as further described and explained in Articles V and VI of this Sublease. In addition, such costs and expenses associated with common area maintenance, along with other costs

and/or expenses that are due and payable to the Sublandlord, shall be classified, and otherwise known as, **Additional Rent.**

ARTICLE III
USE OF PREMISES

3.01 The Subtenant acknowledges and agrees that the Premises shall be utilized for the benefit of the public and/or community interest, benefit, and welfare. The Premises shall be used by Subtenant solely for a _____ (“**Permitted Use**”). The Subtenant understands and agrees that the Subtenant shall not use the Premises for any use inconsistent with the permitted use(s) set forth in this Sublease. The Subtenant shall conduct its business at all times in accordance with this Sublease.

3.02 Further, the parties agree that as part of the Subtenant’s use of the Premises, it shall construct its own surface parking lot and/or parking garage, for its employees, vendors, patrons, and customers, on the Premises. In addition, whenever necessary, with the prior consent of the Sublandlord, the Subtenant may be permitted to share use of the parking lot(s) located outside of the Premises, but on the Property, for its employees, agents, contractors, licensees, and invitees, unless the Sublandlord designates an assigned area/location where such parking is to take place.

3.03 Government Approvals. Additionally, the Sublandlord and Subtenant hereby agree that if any governmental license, permit, and/or certification is necessary, or otherwise shall be required, for the proper and lawful conduct of the Subtenant’s business, including any part thereof, the Subtenant shall, at its sole cost and expense, obtain such license, permit and/or certification prior to the start of its operation on the Premises, and maintain such license, permit and/or certification throughout the term of this Sublease. If the Subtenant’s operation on the Premises becomes suspended, halted or otherwise stopped due to the loss, suspension, expiration, termination of any license, permit and/or certification, then the Subtenant, at its sole cost and expense, before re-establishing its operation on the Premises, shall secure or otherwise obtain such license, permit and/or certification and submit the same to the Sublandlord for its inspection, and thereafter

maintain such license, permit and/or certification. The Subtenant shall, at all times, comply with the terms and conditions of each license, permit and certification.

3.04 Davis-Bacon Requirements. The Landlord has determined that the Davis-Bacon Act of 1931, as amended (“**Davis-Bacon Act**” see 40 U.S.C. §3141-3148) wage requirements may be applicable for any development or redevelopment on, or of, the Property, including, but not limited to the Premises, including, but not limited to, and therefore the Sublandlord hereby alerts the Subtenant to undertake any and all efforts to perform its due diligence to ascertain whether or not the Davis-Bacon Act requirements are, or are not, applicable. The Subtenant hereby acknowledges and agrees that it shall be solely responsible to ensure that any and all laborers and mechanics are properly paid the correct prevailing wages and fringe benefits, including, but not limited to, the employees of contractors, subcontractors and vendors, whether or not the Davis-Bacon Act is applicable. Further, the Subtenant hereby indemnifies the Landlord for any violation that may occur for any failure of the Subtenant to properly abide by the requirements of the Davis-Bacon Act, if applicable. The Subtenant further acknowledges and agrees that if the Davis-Bacon Act requirements are applicable to the construction of the proposed building, as well as any other improvements on the Premises, then the most recent Davis-Bacon Act decision will be applicable for the construction of such building and other improvements, at the time the construction contract is awarded by the Subtenant. The construction and/or any rehabilitation of the proposed Building as well as any other improvements on the Premises may be applicable to the Davis-Bacon Act wage schedule since the acquisition of the Premises was funded with federal Community Development Block Grant (“**CDBG**”) funds, and therefore the Subtenant shall investigate and determine, with the assistance of counsel, and the deliver to the Sublandlord and the Landlord, specifically the Director of the Landlord’s department of Housing and Community Development as well as the People and Internal Operations Department, a written opinion from the Subtenant’s counsel as to whether or not the Davis-Bacon Act wage requirements are applicable to the construction of the proposed building and the other improvements planned for the Premises. If Davis-Bacon Act wage requirements are applicable, then the Subtenant is required to pay the Landlord the amount of Three Thousand Four Hundred (\$3,400.00) Dollars per month for a Davis-Bacon Act compliance review

fee during the construction of the proposed building and any other improvements, however, this amount is subject to change, depending upon when the Subtenant begins the construction process. Also, if Davis-Bacon Act wage requirements are applicable, then the Subtenant hereby acknowledges and agrees that its general contractor and sub-contractors are required to register for the Elation Systems, which is a cloud-based Davis-Bacon Act labor and contract compliance reporting and management service, as part of the monitoring requirements for compliance with Davis-Bacon Act wage requirements, which includes submittals of certified payrolls. The Elation Systems registration will also serve to monitor requirements for Section 3 compliance, if applicable.

3.05 Sustainability Requirements. The Subtenant hereby acknowledges and agrees that it is required to comply with the Landlord's rules, regulations, and ordinances pertaining to constructing sustainable (or "green") buildings on the Premises as set forth in sections 9-71, et. al. of the Miami-Dade County Code, and Implementing Order 8-8 (collectively referred to as "**Sustainable Buildings Program**"). If there is a conflict between the requirements of the Sustainable Buildings Program and the obligations set forth in this Sublease, the Subtenant agrees that it shall comply with the more stringent and exacting standard in favor of practices that conserve the community's natural resources, save taxpayer dollars, reduce operating expenses, and create a healthier built environment for the employees, vendors, visitors and guests of the Subtenant. As a direct result of the Subtenant's commitment to build a sustainable environment, the Subtenant further agrees to the following:

A.) The Subtenant is required, at its sole cost and expense, to construct the improvements, especially the proposed building, to ensure that the improvements receive at least a Silver certification rating from the U.S. Green Building Council's Leadership in Energy and Environmental Design ("**LEED**"), and that the building and the other improvements are in compliance with any and all of the other "green building standards" required by the Landlord for new construction projects, in addition to any and all building code restrictions and/or requirements. The Subtenant acknowledges and agrees that the LEED Silver certification or designation means that the improvements shall be built to meet certain specifications as outlined by the

U.S. Green Building Council, which will include various “green” or environmentally responsible features including, but not limited to, the preparation of the Premises, as well as the design and construction of the building and other improvements; and all shall be reviewed, examined, approved, and certified by a neutral and independent third-party who is certified or approved by the U.S. Green Building Council, and who also regularly certifies such structures as meeting certain LEED standards and/or requirements. The Subtenant agrees to, on a quarterly basis, provide the Sublandlord, and the Landlord, specifically the Director of the People and Internal Operations Department as well as the Director of Housing and Community Development, with copies of any and all records and/or reports (including but not limited to any approvals, rejections and/or comments) from the neutral and independent third-party reviewing the improvements to establish that the Subtenant is in fact proceeding with the construction in a manner to ensure that the LEED Silver designation can be secured from the U.S. Green Building Council. The Tenant also hereby acknowledges and agrees that it must incorporate high performance building concepts and technologies in order to enhance the overall design of the construction project, while simultaneously making the improvements, as well as any remaining area(s) environmentally responsible.

B.) Further, the Subtenant hereby acknowledges and agrees that the LEED Silver certification or designation is a description or label designed to establish the level of energy efficiency and sustainability for the improvements on or about the Premises; and with regard to the proposed building, should substantially improve the “normal” or “regular” energy efficiency and indoor air quality for the building. Beyond these environmentally responsible steps, the Subtenant specifically agrees to consider additional areas or means to improve and/or protect the environment with regard to any improvements on or about the Premises, and inform the Sublandlord and Landlord of any and all such additional methods or ways that the Subtenant will utilize “green building standards” in the design and construction of the improvements in an effort to achieve the important goals of creating a healthy place to work as well as an environmentally responsible development in the community.

C.) Substitution of Standard: The requirement for applying the LEED Silver certification or designation may be exempted or modified due to special circumstances of the improvements, especially the proposed building. For example, the Florida Green Building Coalition has a standard for certain types of development projects that might be equally acceptable to the Landlord. Also, the National Green Building Standard (“NGBS”) Silver standard may be viewed as an acceptable designation, which might be equally acceptable to the Landlord. Such exemption or modification shall be for the express purpose of ensuring the use of the most appropriate or relevant rating standard or system, and shall not, in any way, exempt the requirement to apply green building practices at the Silver certification, or similar designation as administered by a different organization. This substitution process shall be administered by and through the Sustainability Manager, which manages the Sustainable Buildings Program Ordinance, in the Landlord’s Office of Real Estate Development, which is part of the People and Internal Operations Department.

D.) Additionally, the Tenant hereby agrees to employ and otherwise incorporate other green building standards in the design and construction of the improvements on the Premises, including, but not limited to the following:

1.) Evaluate the impact of any sea level rise that may occur to the Premises and/or surrounding area, and implement a design plan that takes into account the effects of such sea level rise on the infrastructure for the proposed building other improvements, on or about the Premises.

2.) Install, operate and maintain electric vehicle charging stations on the Premises, to serve the employees, agents and/or vendors, and the general public. At minimum, the number of electric vehicle charging stations on the Premises shall meet or exceed the number of electronic vehicle charging stations required by the zoning code.

3.) Install energy-efficient “cool roof,” also known as a reflective roof (or green roof) on the proposed building (pursuant to the Landlord’s Board of County Commissioners’ Resolution R-1103-10).

4.) The energy usage and carbon emissions be measured, tracked, managed and benchmarked, annually, at minimum, through the use of applicable building energy usage tracking and management tools, in an effort to reduce and/or improve the use of energy and carbon emissions.

5.) Purchase, install and utilize Energy Star products for all purchases for which the Energy Star program has certified products and/or established standards.

6.) Perform a study to evaluate the capacity and feasibility of installing solar panels and/or other solar generating energy products and/or technology to produce electricity and/or hot water in the proposed building. And if feasible, purchase, install and maintain such solar panels and/or solar generating products for the generation of electricity and/or use of hot water in the building. Such study shall include a cost benefit analysis, opportunities to sell or net-meter the energy output, the return on investment, and low-interest financing opportunities to install such solar technology. The Subtenant shall provide a copy of such study to the Landlord's Sustainability Manager, in the Landlord's Office of Real Estate Development, which is part of the People and Internal Operations Department.

7.) The Subtenant, wherever possible, shall purchase environmentally responsible ("green") products and services, and such purchases and practice shall include, but not be limited to, the design, construction, maintenance and operation of the proposed building, throughout the term of this Sublease.

8.) The Subtenant shall, whenever possible, avoid or otherwise eliminate the purchase of disposable polystyrene products, and instead purchase and utilize environmentally responsible products and services, on and about the proposed building and the Premises. The Subtenant hereby acknowledges and agrees that reusable items are preferred (made of recycled content and plant-based), and disposable items shall be compostable, and no Styrofoam (polystyrene foam) products are permitted on the Premises, unless no alternative is available.

9.) The Subtenant shall be solely responsible for maintaining the indoor air quality within the proposed building. The Subtenant hereby agrees that the indoor air quality in the building shall meet or exceed all national ambient indoor air quality standards, as set forth by the Environmental Protection Agency ("EPA") and the American Society of Heating, Refrigeration and Air-Conditioning Engineers ("ASHRAE"), particularly regarding human exposure to air pollution. The Subtenant hereby recognizes

and acknowledges that abiding by the strict standards and guidelines pertaining to indoor air quality is a fundamental element for the employees' health and safety.

10.) The Subtenant shall seek to increase the percentage of tree canopy on the Premises, which shall, to the greatest extent feasible, meet the level of having thirty (30%) percent landscape and tree canopy coverage on the Premises.

3.06 Art-in-Public Places. The Subtenant hereby acknowledges and agrees that improvements on the Premises, especially the proposed building, is subject to the Landlord's Art in Public Places program ("**APP Program**") provisions, as described in Section 2.11.15 of the Miami-Dade County Code and Administrative Order 3-11, as managed by the Landlord's Department of Cultural Affairs ("**Department of Cultural Affairs**") pursuant to Procedure 358 in the Department of Cultural Affairs Procedures Manual ("**Procedures Manual**"). The Subtenant shall transmit one and one-half (1½%) percent of the construction cost of the proposed improvements for the Premises, in accordance with the requirements for in the Procedures Manual to the Landlord's Department of Cultural Affairs for the implementation of the APP Program. The Subtenant is required to work collaboratively with the Department of Cultural Affairs on the implementation of the APP Program pursuant to the requirements of said program. The Procedures Manual is attached hereto, and marked as "Exhibit C" and incorporated herein by this reference.

3.07 Building and other Improvements by Subtenant. The Subtenant, at its sole cost and expense, agrees to make any and all improvements on or about the Premises, including, but not limited to, the construction of a building that will house the Subtenant's business, and shall do so with a contractor and subcontractors that are licensed to do business in the State of Florida. Further, the Subtenant shall cause any and all improvements to the Premises, including, but not limited to the proposed building, to be performed competently and in a good and workmanlike manner, using first grade materials, and performed to completion without unnecessary interference with, or disruption to, the nearby property owners and/or neighbors. And during the design phase of the building, at least thirty (30) days before submission to any governmental authority, the Subtenant shall submit to both the Sublandlord and the Landlord, specifically

the Director of the department of Housing and Community Development, for their written approval, a copy of the proposed architectural plans, including any amendments or modifications thereof, both in hard copy and AutoCad, along with a copy of this section of this Sublease. And the Subtenant shall comply with any comments, changes and/or modifications to such architectural plans. Any failure of the Subtenant to both submit the architectural plans for approval to the Sublandlord and Landlord, and obtain their written approval, shall be an event of default, and separately, shall subject the design of the building to be changed, at any time, even after construction, by either the Sublandlord or the Landlord.

3.08 Payment and Performance Bond and other Protections. The Subtenant acknowledges and agrees that any and all design and construction work must comply Section 255.05, *Florida Statutes.*, irrespective of the fact that any improvements constructed and/or installed on the Premises, including but not limited to the building, by the Subtenant, is not for the initial benefit of the Landlord. Further, the Subtenant specifically states and agrees here that it shall promptly pay all persons or entities furnishing labor and/or materials with respect to any work performed by, or on behalf of, the Subtenant and/or its contractor, on or about the Premises, and shall obtain and deliver to the Sublandlord and Landlord “releases” or waivers of liens from all parties doing work on or about the Premises, along with providing an affidavit from the Subtenant stating that all bills and/or invoices have been paid with regard to such work, and that there are no outstanding obligations owed with respect to any such work performed on the Premises. Any failure of the Subtenant to abide by the terms and conditions of this section shall be an event of default, and the Sublandlord shall have the right to terminate this Sublease upon thirty (30) calendar days’ notice to the Subtenant.

3.09 Construction Timeline. Beginning on the Commencement Date, the Subtenant shall have a total of forty-eight (48) months to both begin and complete construction of the building that will house its business on the Premises. Completion of construction shall be evidenced by a permanent Certificate of Occupancy, issued by the appropriate governmental entity. The forty-eight (48) month construction timeline period shall be inclusive of any and all design, permitting, and actual construction for the building.

3.10 Operations. Upon the Subtenant securing the Certificate of Occupancy, the Subtenant shall immediately occupy the building, and both continuously and uninterruptedly use and operate the building throughout the term of this Sublease. Further, should the Subtenant, after securing the Certificate of Occupancy, fail to immediately (i.e., within thirty (30) calendar days) begin its operations within the building and/or discontinue such operations for any consecutive period of thirty (30) days, or more, without the prior written consent of both the Sublandlord and the Landlord, specifically the Landlord's Director of Housing and Community Development, then the Subtenant's failure to immediately operate its business from the building shall be deemed an event of default, and as a result thereof, this Sublease may be terminated by the Sublandlord, in accordance with the terms and conditions of this Sublease.

3.11 Quality of Service. The Subtenant shall conduct its operations in an orderly manner and so as not to annoy, disturb, or be offensive to customers, patrons, guests, or others in the neighborhood or in the immediate vicinity of such operations. It is expressly understood and agreed that the Subtenant's operations shall not interfere in any manner with the use of neighboring properties or property owners or any other persons or entities authorized to conduct business at or near the Premises.

3.12 Security. The Subtenant acknowledges and accepts full responsibility for the security on and about the Premises, not only for any of the Subtenant's employees, agents, contractors, vendors and customers, but for their personal property as well, including, but not limited to vehicles. The Subtenant further acknowledges and agrees that neither the Sublandlord nor the Landlord makes any warranties, expressed or implied, as to any obligation to provide security for the Premises and/or any building and/or improvement constructed or installed on the Premises. The Subtenant acknowledges that it is hereby encouraged by the Sublandlord to secure and maintain its own specialized security for its operations, and as otherwise needed to protect the Subtenant's employees, agents, contractors, vendors and customers.

3.13 Limitations on Use. Subject to the Subtenant's right to use the Premises for the purposes

specified in this Sublease, the Subtenant shall not suffer or permit the Premises, or any part thereof, to be used in an manner that would in any way: (i) violate any legal requirements or insurance provisions or requirements (in this Sublease and/or the Lease Agreement); (ii) cause any structural damage or injury to any other structure(s) on the Property; (iii) constitute a public or private nuisance; (iv) impair the appearance of any structure on the Property; (v) injure the reputation and/or image of the Sublandlord; and/or (vi) violate any of the terms and/or conditions of the Lease Agreement.

ARTICLE IV **MILESTONES**

4.01 During the term of this Sublease, the Subtenant agrees that it shall perform, without request or demand, the following “milestones,” within the prescribed time periods, beginning on the Commencement Date, and that all such milestones, as described below, shall be timely completed, or be deemed by the Sublandlord as an event of default. Failure to timely complete each and every milestone, as described herein, may be deemed to be an event of default, as determined solely by the Sublandlord.

(A) Within one hundred eighty (180) calendar days from the Commencement Date, the Subtenant, at its sole cost and expense, shall provide the Sublandlord with all of the following:

- 1.) A preliminary budget for the construction of the proposed building on the Premises; and
- 2.) A preliminary site plan for the Premises.

(B) Within three hundred sixty-five (365) calendar days from the Commencement Date, the Subtenant, at its sole cost and expense, shall provide the Sublandlord with all of the following:

- 1.) Preliminary architectural plans for the improvements to the Premises, including the proposed building; and
- 2.) Evidence of submission of site plan approval and/or evidence of submission of plans for permitting; and
- 3.) Evidence of all needed financing for the construction of the planned improvements to the premises, including, but not limited to, the proposed building.

(C) Within seven hundred thirty (730) calendar days from the Commencement Date, the Subtenant, at its sole cost and expense, shall provide the Sublandlord with all of the following:

- 1.) Evidence that the Subtenant has secured all requisite permit(s) to commence construction of the building, along with any other improvements to the Premises.

(D) Within one thousand four hundred sixty (1,460) calendar days (equal to forty-eight (48) months) from the Commencement Date, the Subtenant, at its sole cost and expense, shall provide the Sublandlord with all of the following:

- 1.) Certificate of Occupancy, evidencing completion of construction of all of the improvements on the Premises, including, but not limited to the proposed building.

ARTICLE V
COMPLIANCE WITH LEASE AGREEMENT

5.01 Except as otherwise set forth herein, or expressly modified hereby, the Ground Lease terms and provisions are incorporated herein into this Sublease by this reference, as fully as if the terms and provisions thereof were set forth herein. The Subtenant shall be responsible for timely paying its fair share of the common area maintenance expenses to the Sublandlord, as described elsewhere in this Sublease. Other than certain obligations and/or duties that are strictly the responsibility of the Sublandlord, which shall remain the sole responsibility of the Sublandlord, all other terms and conditions of the Sublandlord, as set forth in the Ground Lease, shall also be the responsibility of the Subtenant. In no event shall the Sublandlord be deemed to have assumed the responsibilities of the Landlord under the Ground Lease, except as specifically provided herein. Likewise, the Landlord shall be strictly responsible for only the compliance of the Landlord's duties and obligations of the Landlord, regarding the provisions of the Ground Lease, and not to responsible for any of the duties and/or responsibilities of the Sublandlord, or otherwise for any or all of the duties and obligations to the Subtenant, which are to be performed by the Sublandlord. Further, the Sublandlord and Subtenant both hereby acknowledge and agree that the Landlord's rights and remedies under the Ground Lease extend to this Sublease. Additionally, the Sublandlord covenants it shall take no

action or permit anything to be done which would constitute a default under, or cause a termination of, the Ground Lease.

ARTICLE VI
CONDITION OF PREMISES

6.01 The Subtenant hereby accepts and takes occupancy of the Premises in its “as-is” “where-is” condition, with any and all faults, that it is in at the beginning of this Sublease. The Subtenant hereby acknowledges and agrees that neither the Sublandlord nor the Landlord offer any implied or expressed warranties as to the condition of the Premises. Further, the Subtenant expressly agrees that shall maintain and properly care for the Premises, including but not limited to lawn care, landscaping, and the timely removal of any and all trash and debris.

6.02 As described above in Article II, the Sublandlord and the Subtenant hereby acknowledge and agree that the Subtenant shall be responsible for its fair share of common area maintenance on and about the Premises and the Property. For purposes of an example, not limitation, both the Sublandlord and Subtenant are responsible for maintaining the parking lot(s), irrespective if the parking lot(s) are located on the Premises and/or the Property, because without a fence or strict security the parking lots will be utilized by the employees, contractors, agents, and customers of both parties. The Subtenant shall pay to the Sublandlord its fair share of the expenses associated with common area maintenance, within fifteen (15) calendar days from receiving the invoice from the Sublandlord, and such fair share of the expenses shall be determined based upon percentage of the size of the Premises compared to the size of the Property. And should the Subtenant fail to timely pay its fair share of the expenses for common area maintenance, a late penalty in the amount of an additional twenty (20%) percent, per month, shall be automatically imposed upon the Subtenant, which is hereby agreed upon by the parties to be both fair and equitable, and should the failure of the Subtenant to pay the Sublandlord, for such expenses, continue for any period of time beyond three (3) months, it shall be an event of default under this Sublease.

6.03 The Sublandlord and Subtenant further agree that any improvements built or installed on the Premises, by or on behalf of the Subtenant, including, but not limited to the proposed building, shall be

owned by the Subtenant throughout the term of this Sublease. And the Subtenant shall be solely responsible for complying with any and all 40-Year (or 30-Year, or similar) building code requirements, as such is required by the Miami-Dade County Code, Section 8-11(f), and/or the Florida Building Code, including, but not limited to, any and all inspections, repairs, and/or improvements. Likewise, the Subtenant shall be solely responsible to ensure that any and all improvements on the Premises are in compliance, at all times, with any and all requirements for disabled individuals, including, but not limited to, the requirements of the Americans with Disabilities Act of 1990, and Section 553.501 et seq. of the *Florida Statutes*.

ARTICLE VII
UTILITIES

7.01 The Sublandlord, during the term of this Sublease, shall be responsible for the payment of water, sewer, waste, as well as stormwater utilities, all to be serviced and maintained in good condition in accordance with the Ground Lease. However, the Sublandlord and Subtenant hereby acknowledge and agree that the Sublandlord has the right to invoice or otherwise bill the Subtenant for a portion of any and all such utilities, which the Subtenant shall pay its pro-rata share to the Sublandlord within fourteen (14) calendar days from when the bill or invoice is presented to the Subtenant.

7.02 Except those utilities, such as water, sewer, waste, as well as stormwater utilities that must be in the name of the Sublandlord or Landlord, the Subtenant shall be solely responsible for, and shall place in its name, all other utilities.

ARTICLE VIII
ALTERATIONS AND/OR IMPROVEMENTS BY SUBTENANT

8.01 The Subtenant may not make any alterations, additions, and/or improvements to the Premises without the prior written consent of Sublandlord and Landlord, which consent of the Sublandlord will not be unreasonably withheld or delayed. Any such alterations, additions, or improvements, including, but not limited to fixtures, equipment, and finishes in and to the Premises are at the Subtenant's sole cost and expense. Except for office furniture and equipment which are not readily removable without injury to the Premises at the expiration of this Sublease, the Sublandlord shall have the right to require the Subtenant to

remove at the expiration of this Sublease, all additions, alterations, fixtures or improvements installed by the Subtenant. Notwithstanding the foregoing, removable partitions, furnishings, and other personal property installed and funded by the Subtenant within the Premises shall remain the Subtenant's property and may be removed by the Subtenant upon the expiration of this Sublease or cancellation thereof. To the extent that such items are not removed upon the expiration of this Sublease, any and all furniture, fixtures, equipment, improvements, personal property and moveable partitions remaining in the Premises shall be deemed abandoned and may be disposed of as deemed appropriate by the Sublandlord. In the case of any damage or expense arising from such removal, all damaged areas shall be repaired and brought back to the original condition at the Subtenant sole expense, and any expenses incurred by the Sublandlord shall be reimbursed by the Subtenant. This clause shall survive the expiration or cancellation of this Sublease.

ARTICLE IX
MAINTENANCE AND LIABILITY FOR DAMAGE OR INJURY

9.01 The Subtenant agrees, at its sole cost and expense, to maintain and keep in good repair, condition, and appearance, during the term of this Sublease, the Premises and all improvements thereto, and shall be responsible for promptly repairing any damage to the Premises. Further, the Subtenant, at its sole cost and expense, shall keep the Premises (with or without improvements) clean, orderly and sanitary, and free of insects, rodents, vermin, and other pests; (b) keep any garbage, trash, rubbish and/or other refuse in safe containers that do not encourage the existence of vermin; (c) cause the timely removal of any and all garbage, trash, rubbish, on a daily, weekly or as needed basis; (d) perform regular lawn cutting, landscaping, as well as cleaning, repairing and improving any and all sidewalks, walkways, paths, and parking lots on the Premises. The Subtenant shall further be responsible for any damage or injury that may be sustained by any party or person on the Premises, including, but not limited to such damage or injury caused by the deliberate acts, omissions or negligence of Subtenant, and/or any of its agents, licensees, invitees or employees. The Subtenant shall notify the Sublandlord within five (5) business days of discovering any damage to the Premises, or after the occurrence of any damage or injury sustained by any party or person on the Premises.

ARTICLE X
NO LIABILITY FOR PERSONAL PROPERTY

10.01 All personal property placed on or moved in the Premises shall be at the risk of the Subtenant or the owner thereof. The Sublandlord shall not be liable to the Subtenant, or any other person or entity, for any damage to any personal property unless caused by, or due, to the gross negligence of the Sublandlord, and/or the agents or employees of the Sublandlord.

ARTICLE XI
SIGNS

11.01 Signs will be of the design and form which will be manufactured and installed by the Subtenant, at the Subtenant's sole cost and expense. The Sublandlord shall have no responsibility or obligation to provide or fund any signs. Upon the expiration or early termination of this Sublease, the Subtenant shall have the obligation to remove any and all signs that it installed, or caused the installation of, prior to the Subtenant vacating the Premises. Should the removal of any sign cause any damage to the Premises and/or any structure on the Premises, the Subtenant shall, at its sole cost and expense, repair any damage or unsightly condition caused to the Premises and/or structure(s) because of or due to the removal of said signs. The provisions of this section shall survive the termination or expiration of this Sublease.

ARTICLE XII
SUBLANDLORD'S RIGHT OF ENTRY

12.01 The Sublandlord, or any of its employees or agents, shall have the right to enter said Premises during all reasonable working hours, upon giving 24 hours' prior written notice (unless an emergency exists) to inspect the same and/or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Sublease. Except in the case of an emergency, when entering the Premises, the Sublandlord shall be accompanied by a representative of the Subtenant (which Subtenant shall timely provide). The Sublandlord reserves the right to enter the Premises at any time, in the event of an emergency, to make any and all necessary repairs to the Premises, or otherwise to make the Premises safe. Further, the Subtenant hereby acknowledges and agrees that the Landlord shall have the right to enter the Premises, upon exactly the same terms and conditions as the Sublandlord.

ARTICLE XIII
SURRENDER OF PREMISES

13.01 The Subtenant agrees to surrender to the Sublandlord, at the end of the term of this Sublease or any extension thereof, the Premises in as good condition as said Premises was at the beginning of the term of this Sublease, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted.

13.02 The Subtenant shall have the right to terminate this Sublease at any time prior to the start of construction of the building on the Premises, upon thirty (30) days prior written notice to both the Sublandlord and the Landlord. And upon the Sublandlord and Landlord acknowledging receipt of the Subtenant's notice to terminate this Sublease, this Sublease shall terminate on the date described in such notice, however, any funds, money, and/or expenses due and owing to the Sublandlord and/or the Landlord shall be paid, in full, by the Subtenant. This clause shall survive the early termination or expiration of this Sublease.

ARTICLE XIV
INDEMNIFICATION AND HOLD HARMLESS

14.01 The Subtenant hereby acknowledges and agrees to indemnify and hold harmless the Sublandlord and its officers, employees, agents and instrumentalities from and against any and all liability, losses or damages, including attorneys' fees and cost of defense which the Sublandlord and/or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the negligence of the Subtenant and/or the negligence of its employees, agents and/or vendors or any matter that occurs within and/or about the Premises.

14.02 The Subtenant hereby acknowledges and agrees to indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities from and against any and all liability, losses or damages, including attorneys' fees and cost of defense which the Landlord and/or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings

of any kind or nature arising out of, relating to, or resulting from the negligence of the Subtenant and/or the negligence of its employees, agents and/or vendors or any matter that occurs within and/or about the Premises (unless caused by the negligence of the Landlord).

14.03 Further, under the Ground Lease, to the extent that the Landlord agreed to or is responsible for indemnifying the Sublandlord and/or agreed to be responsible for certain acts or activities which may occur in the Premises, the Subtenant hereby agrees to indemnify the Landlord for such acts or activities, without exception.

The provisions of this section survive the expiration or termination of this Sublease.

ARTICLE XV
LIABILITY FOR DAMAGE OR INJURY

15.01 Neither the Sublandlord nor the Landlord shall not be liable for any damage or injury which may be sustained by any party or person on the Premises.

ARTICLE XVI
CANCELLATION

16.01 **CANCELLATION BY SUBLANDLORD:** The occurrence of any of the following shall cause this Sublease to be terminated by the Sublandlord upon the terms and conditions also set forth below:

A. Termination after ten (10) days written notice by the Sublandlord, sent by certified mail, registered mail or any acceptable overnight delivery service to the Subtenant, or by electronic mail (email), so long as the recipient has acknowledged receipt of such electronic mail, for doing any of the following:

(1) Notice of any condition posing a threat to health or safety of the public or patrons that the Subtenant is required to correct pursuant to Florida law and the covenants or requirements of this Sublease and not remedied within the ten (10) day period from receipt of written notice.

B. Termination after thirty (30) days from receipt by the Subtenant of written notice by certified mail, registered mail or any acceptable overnight delivery service to the address of the Subtenant or by electronic mail (email), so long as the recipient has acknowledged receipt of such electronic mail, as set forth below:

(1) Non-performance of any covenant or requirement of this Sublease other than listed in Section A above, and failure of the Subtenant to remedy such breach within the thirty (30) day period from receipt of the written notice.

C. Any final determination in a court of law in favor of the Sublandlord in litigation instituted by the Subtenant against the Sublandlord or brought by the Sublandlord against the Subtenant.

16.02 EARLY CANCELLATION BY THE SUBLANDLORD: The Sublandlord shall have the right to early cancellation of this Sublease in the event that the Landlord cancels or otherwise terminates the Lease Agreement.

16.03 EARLY CANCELLATION BY THE SUBTENANT: Further, the Sublandlord and the Subtenant hereby acknowledge and agree that if, for any reason beyond the Subtenant's control, the funding allocated for rent of the Premises, and/or other expenses associated with the Premises, is terminated, cut, removed, reduced significantly, or otherwise withheld or not made available to the Subtenant, and have a substantial impact on the operation and administration of the Subtenant's ability to operate its business in the building on the Premises, the Subtenant shall have the right to terminate this Sublease on at least ninety (90) days advanced written notice to the Sublandlord. Additionally, should the Subtenant elect to terminate this Sublease, then the parties hereby agree that Sublandlord shall have fulfilled its responsibility to lease a portion of the Property to a not-for-profit entity, and shall not be required to do so again, except if the Landlord identifies a new/different entity to sublease the space.

ARTICLE XVII
NOTICES

17.01 It is understood and agreed between the parties hereto that written notice addressed and sent by certified or registered mail, return receipt requested, first class, postage prepaid or acceptable overnight delivery service and addressed as follows, or by electronic mail (email), so long as the recipient has acknowledged receipt of such electronic mail:

SUBLANDLORD:

Jessie Trice Community Health System, Inc.
5607 N.W. 27 Avenue
Miami, Florida 33142
Attention: Director

with a copy to:

SUBTENANT:

Notices provided herein in this paragraph shall constitute sufficient notice to the parties to comply with the terms of this Sublease. Notices provided herein in this paragraph shall include all notices required by this Sublease or required by law.

ARTICLE XVIII
INSURANCE

18.01 Prior to occupancy, the Subtenant shall furnish to the Sublandlord a certificate of insurance indicating that it has secured all of the listed insurance policies described below:

- A.)
- B.)
- C.)
- D.)

In addition to the insurance policies required by the Sublandlord, the Subtenant shall secure all of the insurance policies that the Sublandlord is required to secure, as found in the Ground Lease, and such

insurance policies will be for the benefit and protection of the Landlord, and shall name the Landlord as an additional insured.

ARTICLE XIX
PERMITS, REGULATIONS AND SPECIAL ASSESSMENTS

19.01 The Subtenant covenants and agrees that during the term of this Sublease, all uses of the Premises will be in conformance with any and all applicable laws, including all applicable zoning regulations.

ARTICLE XX
DEFAULT OF SUBTENANT

20.01 If the Subtenant shall violate or fail to perform any of the conditions, covenants or agreements herein made by the Subtenant, including without limitation, the Subtenant's obligation to use the Premises solely for the permitted use described in Article III above, and if such violation or failure continues beyond any applicable cure period, as outlined in Article XVI, then Sublandlord may proceed with any remedy available under this Sublease, or at law or in equity in the State of Florida, including without limitation, terminating this Sublease, or reentry and recovering possession, as may be applicable. All rights and remedies of the Sublandlord and Subtenant under this Sublease shall be cumulative and shall not be exclusive of any other rights and remedies provided the Sublandlord under applicable law.

ARTICLE XXI
COUNTY AS SOVEREIGN

21.01 It is expressly understood that notwithstanding any provision of this Sublease and the Landlord's status thereunder, the Landlord shall not be liable in any manner, whatsoever, to any other party or person for the exercise of its governmental authority, regulatory powers and/or police powers. The parties agree that:

(a) The Landlord retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped or otherwise prevented from withholding or refusing to issue any approvals of applications, or be liable for the same; and

(b) The Landlord shall not by virtue of this Sublease, or the Ground Lease, be obligated to grant the Subtenant any approvals of applications for building, zoning, planning, or development under present or future laws and ordinances of whatever nature.

ARTICLE XXII
ASSIGNMENTS AND SUBLEASES

22.01 The Subtenant shall not assign this Sublease or sub-sublet the Premises, in whole or in part, without the prior written consent of both the Sublandlord and the Landlord. This Sublease shall not be assigned by operation of law. Any attempt to transfer, sell, assign or sublet, without the prior written consent of both the Sublandlord and the Landlord, shall be deemed an event of default by the Subtenant. Further, the Subtenant hereby acknowledges and agrees that any assignment or sub-sublease of this Sublease shall only be to a governmental entity or a not-for-profit entity that is organized for the purposes of promoting community interest and welfare, and consistent with Section 125.38, *Florida Statutes*.

ARTICLE XXIII
ADDITIONAL PROVISIONS

23.01 Mechanic's, Materialmen's and other Liens

The Subtenant agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the Premises for work or materials furnished to the Subtenant; it being provided, however, that the Subtenant shall have the right to contest the validity thereof. The Subtenant shall immediately pay any judgment or decree rendered against the Subtenant, with all proper costs and charges, and shall cause any such lien to be released off record without cost to the Sublandlord and/or the Landlord.

23.02 Non-Discrimination

The Subtenant acknowledges and agrees that the Premises is owned by the Landlord, a

governmental entity, and in accordance with Chapter 11A of the Miami-Dade County Code, that the Landlord shall not discriminate against any employee, person, etc. on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, physical disability, marital status, familial status, sexual orientation, gender identity or gender expression, or status as victim of domestic violence, dating violence or stalking, and as a result, the Subtenant shall be obligated to perform to the same extent as the Landlord. The Subtenant agrees to comply with the intention of Resolution No. 9601 dated March 24, 1964 and Resolution No. 85-92 dated January 21, 1992, involving the use, operation, and maintenance of the Premises and facilities included in this Sublease.

23.03 Attorneys' Fees

The Sublandlord and the Subtenant hereby acknowledge and agree that each party shall be responsible for their own attorneys' fees, unless otherwise described in the Sublease. Each parties' responsibility for its own attorneys' fees shall include, but not be limited to, court costs, witness fees, and other related fees and expenses, whether at trial and/or on appeal.

23.04 Severability

If any provisions of this Sublease or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Sublease, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.

23.05 Continuing Obligations of Subtenant

The Subtenant acknowledges and hereby agrees that it has read the Ground Lease, in its entirety, with the assistance of counsel, and fully understands that most of the duties and obligations found in the Ground Lease that are the responsibility of the entity described herein as the Sublandlord, by this Sublease, shall, irrespective of whether such duties and obligations are specifically mentioned or described, be

attributable to the Subtenant, whereby the Subtenant will be responsible for performing the same duties and obligations that the Sublandlord is required to perform under the Ground Lease, except that the Subtenant's responsibilities will be limited to the Premises.

23.06 Construction

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Sublease was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Sublease which has been drafted by counsel for both Sublandlord and Subtenant.

23.07 Successors and Assigns

The terms herein contained shall bind and inure to the benefit of the Sublandlord, its successors and assigns, and the Subtenant, its successors and assigns, to whom each such succession or assignment complies with the terms of this Sublease.

23.08 Radon Gas

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit.

ARTICLE XXIV CONFLICTS

24.01 The terms and conditions of the Ground Lease shall take precedence in any conflict between the terms and conditions hereof and the terms and conditions of this Sublease. This Sublease is subject to

the terms and conditions of the Ground Lease, and this Sublease shall automatically terminate upon the termination, cancellation or expiration of the Ground Lease, if not otherwise terminated before such time. Anything contained in this Sublease to the contrary notwithstanding, the Landlord shall not be deemed to have unreasonably withheld, conditioned, or delayed consent or approval, when required to be given, if Landlord shall have withheld, conditioned, or delayed its consent or approval in any instance in which consent or approval is required. The Sublandlord represents that the Ground Lease attached hereto is true, correct, and complete, and the Sublandlord shall not amend the Ground Lease if such amendment would adversely affect any of the Subtenant's rights or obligations hereunder, as determined in the reasonable discretion of the Sublandlord. The Sublandlord shall provide the Subtenant with a copy of any amendment to the Ground Lease after its execution.

ARTICLE XXV
GOVERNING LAW

25.01 This Sublease, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida, and the venue for any disputes, claims, and/or causes of action shall be in Miami-Dade County.

ARTICLE XXVI
WRITTEN AGREEMENT

26.01 This Sublease, and for the avoidance of doubt the Ground Lease, contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by a written amendment executed and delivered by the Sublandlord and the Subtenant, together with a resolution approved by the Board of County Commissioners.

{THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK}
{ONLY THE SIGNATURE PAGE REMAINS}

IN WITNESS WHEREOF, the Sublandlord and the Subtenant have caused this Sublease to be executed by their respective and duly authorized officers the day and year first above written.

JESSIE TRICE COMMUNITY HEALTH SYSTEM
A Florida not-for-profit entity

Witness: _____

By: _____

Witness: _____

Name: _____

Dated: _____

A _____ not-for-profit entity

Witness: _____

By: _____

Name: _____

Dated: _____

Witness: _____

Exhibit A
Ground Lease

Exhibit B
Premises

Exhibit C
Art-in-Public Places Procedures Manual

Schedule 7.1

INSURANCE REQUIREMENTS

The Tenant hereby acknowledges and agrees that the insurance requirements listed below are required by the Landlord, in order to primarily protect the Landlord's interest, and as a result, the Tenant will consult with its own insurance agent or carrier to determine other insurance policies that may be beneficial to the Tenant. Further, additional limits for each type of insurance, as described below, may be determined upon review of any changes to the Final Plans and/or the construction documents and/or any Permits, and/or the Tenant's operation of its business on the Premises. Additional types of insurance coverage may be required if, upon review of the Final Plans and/or the construction documents, Permits, and/or the Tenant's operations, the Landlord determines that such coverage is necessary or desirable.

The Tenant shall furnish to the Landlord, c/o Risk Management Division, 111 N.W. First Street, Suite 2340, Miami, Florida 33128, Certificate(s) of Insurance that shows that insurance coverage has been obtained that meets the requirements as outlined below:

DESIGN PHASE

- A. Worker's Compensation for all employees of the tenant and all contractors as required by Chapter 440, *Florida Statutes*.
- B. Commercial General Liability Insurance, in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, not to exclude Products and Completed Operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in conjunction with this agreement in an amount not less than \$300,000 per occurrence for bodily injury and property damage combined.
- D. Professional Liability or Errors & Omissions Insurance in the name of the Tenant or licensed design professional providing architectural and/or engineering, project design, construction supervision, administration, surveying, testing, engineering and any other related professional qualifications or functions required for the Project, in an amount not less than \$1,000,000 per claim. This insurance coverage shall be maintained for a period of two (2) years after Completion of Construction.

CONSTRUCTION PHASE

Tenant shall provide and/or cause its contractor(s) to provide Certificate(s) of Insurance indicating the following insurance coverage prior to Commencement of Construction:

- A. Worker's Compensation Insurance for all employees of the Tenant and all contractors as required by Chapter 440, *Florida Statutes*.

- B. Commercial General Liability Insurance in an amount not less than \$1,000,000, and \$2,000,000 in the aggregate, not to exclude Products and Completed Operations. **Miami Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Builder's Risk Insurance on an "All Risk" basis in an amount not less than one hundred (100%) percent of the completed contract value. The policy shall name the Tenant and the Landlord. Coverage shall remain in place until the final completion of construction has been reached, as determined by the Landlord.
- E. Pollution Liability insurance in an amount not less than \$1,000,000 covering third-party claims, remediation expenses, and legal defense expenses arising from on-site and off-site loss, or expense or claim related to the release or threatened release of Hazardous Materials that result in contamination or degradation of the environment and surrounding ecosystems, and/or cause injury to humans and their economic interest.
- F. Umbrella Liability Insurance in an amount not less than \$3,000,000 per occurrence, and \$3,000,000 in the aggregate.
 - a. If Excess Liability is provided must be on a follow form basis of the General Liability Insurance policy.

OPERATION PHASE

Tenant shall provide certificate(s) of insurance as follows:

- A. Worker's Compensation Insurance for all employees of the Tenant as required by Chapter 440, *Florida Statutes*.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, not to exclude Products and Completed Operations. **Miami Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in conjunction with this agreement in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- D. Property Insurance on an "All Risk" basis including Business Interruption in an amount sufficient to continue business operations and Windstorm & Hail coverage in an amount not less than one hundred (100%) percent of the replacement cost of the building(s). Miami-Dade County must be shown as a Loss Payee A.T.I.M.A. with respect to this coverage.
- E. Flood Insurance coverage shall be provided for properties located within a flood hazard zone, in an amount not less than the full replacement value(s) of the completed structure(s) or the maximum amount

of coverage available through the National Flood Insurance Program (NFIP) whichever is greater. Miami-Dade County must be shown as a Loss Payee A.T.I.M.A. with respect to this coverage.

G. Professional Liability or Errors & Omissions Insurance in an amount not less than \$1,000,000 per claim.

LESSEE LIABILITY OBLIGATION

Compliance with the foregoing requirements shall not relieve the Tenant of its liability and obligation under this subsection or under any subsection of this Lease. The insurance requirements (as applicable) shall be satisfied by the Tenant prior to the Commencement Date.

If the Tenant fails to submit the required insurance documents in the manner prescribed in this Schedule 7.1 within twenty (20) calendar days after the Commencement Date, the Tenant shall be an Event of Default of the terms and conditions of this Lease.

CERTIFICATE CONTINUITY

The Tenant shall be responsible for ensuring that the insurance certificates required in conjunction with this subsection remain in force for the duration of the Term of the Lease, including any and all option years, if applicable. If insurance certificates are scheduled to expire during the Term of the Lease, the Tenant shall be responsible for submitting renewal insurance certificates prior to expiration.

In the event that expiration certificates are not replaced with new or renewed certificates that cover the Term of the Lease, it shall be an Event of Default, and the Tenant shall be in default of the terms and conditions of this Lease. Applicable insurance shall be maintained throughout the Term of the Lease.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications, provided such qualifications are in use:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

Certificates will show that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

Schedule 21.2

Landlord’s Estoppel Certificate

[Address to Lender]

_____, 20_____

Re: Lease Agreement dated _____, 202_ (the “**Lease**”), by and between Miami-Dade County (“**Landlord**”), and Jessie Trice Community Health System, Inc. (“**Tenant**”).

Ladies and Gentlemen:

Landlord has been advised that _____ (“**Lender**”) intends to make a loan to Tenant (the “**Loan**”) in connection with the Premises described in the Lease, and that, in making the Loan, Lender will act in material reliance upon this Estoppel Certificate from the Landlord which Lender is a leasehold mortgagee of Tenant and hereby requests this Estoppel Certificate with respect to the Lease from Landlord]. Landlord hereby certifies, represents, warrants, acknowledges and agrees as follows:

1. There have been no amendments, modifications, extensions, renewals or replacements of the Lease (other than as attached hereto).
2. Other than those contained in writing in the Lease, Tenant has made no representations, warranties or covenants to or in favor of Landlord with respect to the Premises or the Project.
3. The Lease is in full force and effect. Tenant has accepted the Premises, presently is in possession of same, and is paying the Rent specified in the Lease on a current basis as of the date hereof. Landlord has no knowledge of any set offs, claims or defenses to the enforcement of the Lease or Tenant’s rights thereunder (except as expressed hereunder or attached hereto).
4. To Landlord’s knowledge, neither Tenant nor Landlord is in default or breach under the Lease, and no event has occurred or condition exists which, with the giving of notice or passage of time, or both, could result in an Event of Default or breach under the Lease by either party (except as expressed hereunder or attached hereto).
5. As of the date hereof, the Rent is as specified in the Lease except as follows: _____ [insert “none” if not applicable].
6. Landlord has no knowledge of any present condition or event that may give rise to a violation of any federal, state, county or municipal law, regulation, ordinance, statute, rule, order or directive applicable to the Lease, the Premises or the Project (except as expressed hereunder or attached hereto).

Except as otherwise expressly defined in this Estoppel Certificate, all capitalized and/or defined terms when used herein will have the same meanings as given such terms in the Lease. This Certificate may be delivered by Landlord by facsimile or telecopier signature.

MIAMI-DADE COUNTY,
a political subdivision of the State of Florida

By: _____
Name: _____
Title: _____
Date: _____