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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: June 15, 2010

Agenda Item No. 14(A)(22)

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Resolution No. R-690-10

Subject: Resolution Approving Agreement Amongst Miami-Dade County, The Public Health Trust of Miami-Dade County and the University of Miami for Prepayment of Lease Agreement Rents and Other Obligations

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The attached item is being placed on the Board of County Commissioner's agenda at the request of Eneida O. Roldan, M.D., President/CEO of Jackson Health System.

Assistant County Manager

Jackson HEALTH SYSTEM PUBLIC HEALTH TRUST

DATE: May 24, 2010

TO: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

FROM: Eneida O. Roldan, M.D.
President/CEO
Jackson Health System

RE: Resolution Approving Agreement Amongst Miami-Dade County, The Public Health Trust of Miami-Dade County and the University of Miami for Prepayment of Lease Agreement Rents and Other Obligations

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On April 26, 2010, the Board of Trustees adopted Resolution No. PHT 05/10-027 which authorized submission for Commission approval for the Agreement between Miami-Dade County, the Public Health Trust (PHT) and the University of Miami (University) for prepayment of lease agreement rents and other obligations; directs the President/CEO of the Public Health Trust to forward this Agreement to the Miami-Dade County Commissioners; authorizes the President/CEO to execute the Agreement on behalf of the Public Health Trust, contingent upon approval by the Miami-Dade County Board of County Commissioners, and to exercise if necessary any modification, amendment, cancellation or termination clauses.

The following are the terms of the agreement amongst Miami-Dade County, The Public Health Trust of Miami-Dade County and the University of Miami

Background

- The Trust and the University have been affiliated since 1952, with the most recent Basic Affiliation Agreement (BAA) entered into between the parties in 2004

- According to the BAA, the parties agree to enter into an Annual Operating Agreement ("AOA") setting forth the fiscal and administrative provisions for carrying out the Basic Affiliation Agreement from year to year

- The AOA shall specifically address (1) the services that the University will deliver and compensation to be provided by the Trust for such services; (2) identification of all University resources to be utilized by the Trust and (3) the compensation to be provided by the Trust for such resources, and (4) identification of all Trust resources to be utilized by the University and the compensation to be provided by the University for such resources

- The University and Miami-Dade County ("County") on October 25, 2005 entered into a seventy-five (75) year land lease for property owned by the County known as the "Amedic Site" for an annual rent payment commencing in year one of $440,000 with a 2.83% annual increase (the "Amedic Lease")

- The annual lease payments are credited against monies owed to the University by the Trust for services provided by the University as described in the 2008 AOA and subsequent AOA's

- On or about September, 2000, the Trust and the University executed an agreement for the purchase of Chilled Water System and Services ("Chilled Water Agreement"), which among other things, requires the University to reimburse the Trust for the cost of capital improvements

- As of the date of this agreement, the total balance owed by the University representing capital improvements under the Chilled Water Agreement for the piping system loop is approximately $1,077,688

- On October 21, 2009, the Trust requested and the University agreed to temporarily delay actual cash payments to the University for services performed under the AOA from approximately $12,500,000 per month to approximately $9,000,000 per month to assist the Trust with its cash flow crisis

- On March 16, 2010, the Trust requested a further decrease in monthly payments and the University agreed to temporarily delay actual cash payments to the University for services performed under the AOA from approximately $9,000,000 per month to approximately $7,000,000 per month to assist the Trust with their continuing cash flow crises

- As of March 31, 2010, the University is carrying an accounts receivable balance of approximately $53,000,000 from the Trust representing the net of services provided to the Trust under the AOA, which accounts receivable is expected to increase to approximately $61,000,000 by May 31, 2010 and approximately $76,000,000 by September 30, 2010

Recommendation:

The Trust and the University desire to extinguish the accounts receivable owed to the University as of September 30, 2010 to the University by the Trust in the form of credits in lieu of cash payments from the Trust

The following are the mechanisms proposed to extinguish these accounts receivables:

1. **Prepayment of Rent**
   Utilizing a credit against the University's accounts receivable from the Trust, the University will fully prepay the Amedic Lease, attached hereto as Exhibit "A", for a total prepayment value as of September 30, 2010 of approximately **$14,193,203** as more fully described in Schedule 2.01.

2. **Prepayment of Chilled Water Loop Agreement**
   Utilizing a credit against the University's accounts receivable from the Trust, the University will prepay the remainder balance on the existing contract for the underground "Chilled Water Loop", which contract is attached hereto as Exhibit "B", for a total prepayment value of **$1,077,688**, as more fully described in Schedule 3.01.

3. **University's Accounts Payable for Services Used**.
   The University currently reimburses the Trust for specific costs related to purchased services and shared operations, parking, reimbursements for interns and residents assigned to University facilities, including various office space leases in Trust facilities. University will utilize the remaining unpaid balance of its accounts receivable (after giving credit for the prepaid amounts referenced in Paragraphs 2 and 3 above) from the Trust as of September 31, 2010 as credit for payment for these and similar items (the "A/R Credit") until the University's remaining accounts receivable balance of approximately $60,729,104 as of September 30, 2010 is fully liquidated as follows:

   a. A maximum of $18,000,000 of A/R Credit in Trust fiscal year 2011; and

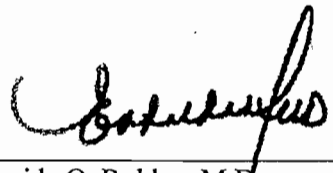
   b. A maximum of $18,000,000 of A/R Credit in Trust fiscal year 2012; and

   c. A maximum of $18,000,000 of A/R Credit in Trust fiscal year 2013; and

   d. A maximum of $18,000,000 of A/R Credit in Trust fiscal year 2014.

After applying the above A/R credits, it is estimated that the University's accounts receivable from the Trust as September 30, 2010 will be fully liquidated. Provided, however, that if the University's accounts receivable as of September 30, 2010 is not fully liquidated by the end of Trust fiscal year 2014, the amount remaining shall be added to the University's outstanding accounts receivable as of September 30, 2014.

I would appreciate having this item placed on the appropriate Commission and Committee agenda as soon as possible.



Eneida O. Roldan, M.D.
President/CEO
Jackson Health System

Special Public Health Trust
Board of Trustees Meeting
May 11, 2010

RESOLUTION NO. PHT 05/10 – 027

RESOLUTION APPROVING AGREEMENT AMONGST MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY AND THE UNIVERSITY OF MIAMI FOR PREPAYMENT OF LEASE AGREEMENT RENTS AND OTHER OBLIGATIONS; AND DIRECTING THE PRESIDENT/CHIEF EXECUTIVE OFFICER TO FORWARD TO THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

(David R. Small, MBA, FACHE, Executive Vice President and Chief Operating Officer, Jackson Health System)

WHEREAS, the Agreement amongst Miami-Dade County, the Public Health Trust of Miami-Dade County and the University of Miami is attached to this Resolution and made a part hereof; and

WHEREAS, the purpose of the Agreement is more fully set out in the whereas clauses within the Agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Agreement between Miami-Dade County, the Public Health Trust and the University of Miami for the prepayment of lease agreement rents and other obligations; directs the President/Chief Executive Officer of the Public Health Trust to forward this Agreement to the Miami-Dade County Commissioners; authorizes the President/Chief Executive Officer to execute the Agreement on behalf of the Public Health Trust, contingent upon approval by the Miami-Dade County Board of County Commissioners, and to exercise if necessary any modification, amendment, cancellation or termination clauses.

David R. Small, MBA, FACHE
Executive Vice President and Chief Operating Officer
Jackson Health System

The foregoing resolution was offered by Mr. Zilber and the motion was seconded by Ms. Ayala as follows:

Stanley H. Arkin	Aye
Jorge L. Arrizurieta	Aye
Gladys L. Ayala, Esq.	Aye
Rosy Cancela	Aye
John H. Copeland, III	Aye
Ernesto A. de la Fe	Absent
Joaquin del Cueto	Aye
Georgena D. Ford, RN	Absent
Abraham A. Galbut	Aye
Saif Y. Ishoof	Absent
Marcos J. Lapciuc	Absent
Angel Medina, Jr.	Aye
Judy Rosenbaum, Ed.D.	Aye
Martin G. Zilber	Aye
Commissioner Dorrin Rolle	Aye
Commissioner Javier Souto	Absent

The Chairperson of the Executive Committee thereupon declared the resolution duly passed and adopted this 11th day of May 2010.

PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA

BY: Georgena D. Ford, RN
Georgena D. Ford, RN, Secretary

Approved by the County Attorney as to form
and legal sufficiency KS

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MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: June 15, 2010

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 14(A)(22) Resolution No. R-690-10

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**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

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Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(22)
6-15-10

RESOLUTION NO. R-690-10

RESOLUTION AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE AN AGREEMENT ON BEHALF OF MIAMI-DADE COUNTY WITH THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY AND THE UNIVERSITY OF MIAMI REGARDING PREPAYMENT OF LEASE AGREEMENTS AND OTHER OBLIGATIONS

WHEREAS, Miami-Dade County, the Public Health Trust of Miami-Dade County and the University of Miami have entered into a lease agreement for land identified as the "Amedic Lease;" and

WHEREAS, the University desires to prepay the lease payments under the Amedic Lease as well as other obligations as more fully set out in the following documents which are attached and incorporated herein: the Agreement; the attachments to the Agreement; Public Health Trust Resolution No. PHT 05/10-027; and the explanatory memorandum from Public Health Trust; and

WHEREAS, the Board of Trustees approved this Agreement at its special meeting on April 26, 2010 and instructed that it be forwarded to the Board of County Commissioners,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Board of County Commissioners hereby authorizes the Mayor or designee to execute the Agreement which is attached hereto and incorporated herein on behalf of Miami-Dade County with the Public Health Trust of Miami-Dade County and the University of Miami; and authorizes the Mayor or designee to exercise if necessary amendment, modification, cancellation or termination clauses.

The foregoing resolution was offered by Commissioner **Dorrin D. Rolle**, who moved its adoption. The motion was seconded by Commissioner **Barbara J. Jordan** and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman **aye**
Jose "Pepe" Diaz, Vice-Chairman **aye**

Bruno A. Barreiro	**aye**	Audrey M. Edmonson	**aye**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Barbara J. Jordan	**aye**	Joe A. Martinez	**absent**
Dorrin D. Rolle	**aye**	Natacha Seijas	**aye**
Katy Sorenson	**absent**	Rebeca Sosa	**absent**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 15th day of June, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

KMC

Karon M. Coleman

AGREEMENT

between

MIAMI-DADE COUNTY,

a political subdivision of the State of Florida

and

PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY,

an agency and instrumentality of Miami—Dade County, Florida

and

UNIVERSITY OF MIAMI,

a Florida non-profit corporation

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THIS AGREEMENT ("Agreement") is made and entered as of the _____day of _____ 2010 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, the PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, an agency and instrumentality of Miami-Dade County, Florida (collectively referred to as the "Trust") and the UNIVERSITY OF MIAMI, a Florida non-profit corporation (the "University").

RECITALS

WHEREAS, the Trust and the University have been affiliated since 1952, with the most recent Basic Affiliation Agreement entered into between the parties in 2004; and

WHEREAS, according to the Basic Affiliation Agreement, the parties agree to enter into an Annual Operating Agreement ("AOA") setting forth the fiscal and administrative provisions for carrying out the Basic Affiliation Agreement from year to year; and

WHEREAS, the AOA shall specifically address (1) the services that the University will deliver and compensation to be provided by the Trust for such services; (2) identification of all University resources to be utilized by the Trust and (3) the compensation to be provided by the Trust for such resources, and (4) identification of all Trust resources to be utilized by the University and the compensation to be provided by the University for such resources; and

WHEREAS, the University and Miami-Dade County ("County") on October 25, 2005 entered into a seventy-five (75) year land lease for property owned by the County known as the "Amedic Site" for an annual rent payment commencing in year one of $440,000 with a 2.83% annual increase (the "Amedic Lease"); and

WHEREAS, the annual lease payments are credited against monies owed to the University by the Trust for services provided by the University as described in the 2008 AOA and subsequent AOA's; and

WHEREAS, on or about September, 2000, the Trust and the University executed an agreement for the purchase of Chilled Water System and Services ("Chilled Water Agreement"), which among other things, requires the University to reimburse the Trust for the cost of capital improvements; and

WHEREAS, as of the date of this agreement, the total balance owed by the University representing capital improvements under the Chilled Water Agreement is approximately $1,077,688; and

WHEREAS, on October 21, 2009, the Trust requested and the University agreed to temporarily delay actual cash payments to the University for services performed under the AOA from approximately $12,500,000 per month to approximately $9,000,000 per

month to assist the Trust with its cash flow crisis; and

WHEREAS, on March 16, 2010, the Trust requested a further decrease in monthly payments and the University agreed to temporarily delay actual cash payments to the University for services performed under the AOA from approximately $9,000,000 per month to approximately $7,000,000 per month to assist the Trust with their continuing cash flow crises; and

WHEREAS, as of March 31, 2010, the University is carrying an accounts receivable balance of approximately $53,000,000 from the Trust representing the net of services provided to the Trust under the AOA, which accounts receivable is expected to increase to approximately $61,000,000 by May 31, 2010 and approximately $76,000,000 by September 30, 2010; and

WHEREAS, the parties desire to extinguish the accounts receivable owed as of September 30, 2010 to the University by the Trust in the form of credits in lieu of cash payments from the Trust.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Trust and the University hereby agree as follows:

1. **Incorporation of Recitals**

   The foregoing Recitals are, by this reference, incorporated herein by reference as if the same had been fully set forth in this Agreement.

2. **Prepayment of Rent**

   Utilizing a credit against the University's accounts receivable from the Trust, the University will fully prepay the Amedic Lease, attached hereto as Exhibit "A", for a total prepayment value as of September 30, 2010 of approximately **$14,193,203** as more fully described in Schedule 2.01.

3. **Prepayment of Chilled Water Loop Agreement**

   Utilizing a credit against the University's accounts receivable from the Trust, the University will prepay the remainder balance on the existing contract for the underground "Chilled Water Loop", which contract is attached hereto as Exhibit "B", for a total prepayment value of **$1,077,688**, as more fully described in Schedule 3.01.

4. **University's Accounts Payable for Services Used**.

   The University currently reimburses the Trust for specific costs related to purchased services and shared operations, parking, reimbursements for interns

and residents assigned to University facilities, including various office space leases in Trust facilities. Attached as Exhibit "C" is a list showing the estimated current level of annual payments from the University to the Trust for the services used. University will utilize the remaining unpaid balance of its accounts receivable (after giving credit for the prepaid amounts referenced in Paragraphs 2 and 3 above) from the Trust as of September 31, 2010 as credit for payment for these and similar items (the "A/R Credit") until the University's remaining accounts receivable balance of approximately $60,729,104 as of September 30, 2010 is fully liquidated as follows:

a. A maximum of $18,000,000 of A/R Credit in Trust fiscal year 2011; and

b. A maximum of $18,000,000 of A/R Credit in Trust fiscal year 2012; and

c. A maximum of $18,000,000 of A/R Credit in Trust fiscal year 2013; and

d. A maximum of $18,000,000 of A/R Credit in Trust fiscal year 2014.

After applying the above A/R credits, it is estimated that the University's accounts receivable from the Trust as September 30, 2010 will be fully liquidated. Provided, however, that if the University's accounts receivable as of September 30, 2010 is not fully liquidated by the end of Trust fiscal year 2014, the amount remaining shall be added to the University's outstanding accounts receivable as of September 30, 2014. The amounts referred to in Paragraphs 2 through 4 are estimates only and the actual amounts shall be described in the Schedules to be attached to this Agreement prior to execution and fully incorporated herein by reference.

5. **Monthly Payments Under the 2011 AOA.**

As of October 1, 2010, the beginning of the Trust 2011 fiscal year, the Trust shall make monthly payments to the University consisting of one-twelfth (1/12) of ninety (90%) percent of the 2011 AOA. Commencing no earlier than October 1, 2011 and no later than December 31, 2011, the Trust shall pay the remaining ten (10%) percent of the 2011 AOA, subject to, and based upon, a full and final reconciliation of the actual amounts earned by, and due to the University under the 2011 AOA.

6. **Effect.** This Agreement contains the entire agreement by and between the parties with respect to amounts due from the Trust to the University with respect to the payments described herein.

7. **Governing Law.** This Agreement is made in and shall be governed by and construed in accordance with the laws of the State of Florida. Any dispute under this Agreement shall be heard in a court of competent jurisdiction located in Miami-Dade County, Florida.

8. **Modification and Amendment.** No modification, amendment, or deletion affecting this Agreement shall be effective unless in writing and signed by the Trust and the University.

9. **Basic Affiliation Agreement and AOA.** All terms of the Basic Affiliation Agreement and the AOA remain in full force and effect.

10. **Successors-In-Interest.** This Agreement shall be binding upon and shall inure to the benefit of each party and its respective successors and assigns.

11. **Counterparts.** This Agreement may be executed in two or more counterpart copies, each of which shall be deemed to be an original and all of which counterparts shall have the same force and effect as if the parties hereto had executed a single copy of this Agreement.

IN WITNESS WHEREOF, the Trust and the University have executed this Agreement effective as of the day and year hereinabove set forth.

[SIGNATURE BLOCKS ON FOLLOWING PAGES]

ATTEST:

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

(OFFICIAL SEAL)

Approved as to form and legal sufficiency

By:_____
Assistant County Attorney

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

By:_____
County Manager

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

Before me personally appeared _____ and _____, to me well known and known to be the County Manager and Deputy Clerk of Miami-Dade County, Florida, who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____.

_____
Notary Public
State of Florida at Large

PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, an agency and instrumentality of Miami-Dade County, Florida

ATTEST:

By:_____ By:_____

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

Before me personally appeared _____, as _____ for the Public Health Trust, an agency and instrumentality of Miami-Dade County, Florida and acknowledged before me that they executed the foregoing instrument for the purpose therein expressed.

WITNESS my hand and official seal, this _____ day of _____.

_____
Notary Public
State of Florida at Large

ATTEST:

By:_____

UNIVERSITY OF MIAMI, a non-profit corporation

By:_____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

Before me personally appeared _____ and Aileen M. Ugalde, respectively as _____ and Secretary of the University of Miami a non-profit Florida corporation, organized under the laws of the State of Florida and they acknowledged before me that they executed the foregoing instrument for the purpose therein expressed.

WITNESS my hand and official seal, this _____ day of _____.

_____
Notary Public
State of Florida at Large

EXHIBIT "A"

LAND LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), made and entered into this 31st day of OCTOBER, 2005, by and between **MIAMI-DADE COUNTY,** a political subdivision of the State of Florida (the "County"), which through the Public Health Trust (Miami-Dade County and the Public Health Trust shall hereinafter be construed as one entity and referred to as the "Trust"), operates and maintains Jackson Memorial Medical Center in Miami, Florida (the "Medical Center"), and the **UNIVERSITY OF MIAMI,** a corporation not-for-profit organized under the laws of the State of Florida and having its principal place of business in Coral Gables, Florida, hereinafter referred to as the "University."

WITNESSETH:

WHEREAS, the Trust is the fee owner of certain property known as the "Amedic Site", as more fully described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the University desires to lease the Property in order to construct thereon a facility to be used for wet lab research space (the "Building); and

WHEREAS, the parties have agreed that the value of the annual rent for the University's leasehold interest hereunder shall be based upon the appraised market value of the Property on or about the Commencement Date hereof (the "Annual Rent") and shall be allocated against the University in the Annual Operating Agreement between the parties ("AOA");

WHEREAS, the parties have agreed to terminate the existing lease between the Trust and the University signed by the parties in 1987 (the "Amedic Lease") for that portion of the Property as delineated in the Amedic Lease and that certain agreement between the parties for use by the University of a portion of the Property for parking (the "Amedic Parking Agreement"), and to enter into this land lease agreement for the Property (the "Lease");

WHEREAS, the Miami-Dade County Board of County Commissioners approved this Lease by Resolution No. 04/05-068 duly adopted on April 25, 2005.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants, conditions, limitations and agreements herein contained, the parties agree as follows:

ARTICLE 1

RECITALS

The foregoing recitals are true and correct and are hereby incorporated herein by reference and made a part of this Lease.

ARTICLE 2

TERM/RENT

The Trust does hereby lease to the University, and the University hereby leases from the Trust, subject to the terms and conditions of this Lease, the Property. The Lease shall be for a period of seventy-five (75) years (the "Term") commencing as of the date of execution of this Lease by the last party hereto (the "Commencement Date").

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The parties have agreed on the annual rent for the University's leasehold interest hereunder based upon the appraised market value of the Property on or about the Commencement Date hereof (the "Annual Rent"), increased annually by a fixed rate. The Annual Rent for each year of the Term is set forth in a rent schedule attached hereto and incorporated herein as Exhibit "B" (the "Rent Schedule"). The Annual Rent as set forth in the Rent Schedule shall be allocated against the University in the AOA.

From the Commencement Date until the University obtains a foundation permit for the Building (the "Permit"), the Annual Rent allocated to the University in the AOA shall be based on the rental rate paid by the University under the Amedic Lease. At such time as the University obtains the Permit, or three (3) years from the Commencement Date, whichever occurs first, the rent allocated in the AOA to the University hereunder shall be increased to fifty percent (50%) of the Annual Rent for that year as set forth on the Rent Schedule.

At such time as the University obtains a Certificate of Occupancy (the "CO") for the Building, or five years from the date the University obtains the Permit, whichever occurs first, the Annual Rent allocated in the AOA to the University shall be increased to one hundred percent (100%) of the Annual Rent for that year as set forth in the Rent Schedule.

ARTICLE 3

TERMINATION

The University may terminate this Lease at any time, for any reason, prior to the University obtaining the Permit, upon thirty (30) days notice to the Trust, provided that if the University demolishes the existing Trust Improvements and then elects to terminate this Lease as provided herein, the market value of the existing improvements on the Property demolished by the University shall be allocated against the University in the AOA.

The prorated amount of any advance or "prepaid rent" allocated to the University pursuant to Article 2 shall be credited to the University in the AOA.

ARTICLE 4

USE

A. The University agrees to construct, or to have constructed, at no cost to the Trust, the Building for the use and benefit of the University of Miami Miller School of Medicine. The University may use the Building for such other purposes which are compatible with Medical Center objectives and as are agreed upon by the University and the Trust.

B. The University shall not use or occupy the Property for any unlawful purposes or in any manner that will cause waste (beyond the normal waste generated by Tenant's permitted use of the Property), nuisance or unreasonable annoyance to the Trust.

ARTICLE 5

CHARACTER OF LEASED PREMISES/NO WARRANTIES

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

ARTICLE 6

COMPLIANCE WITH LAWS/VIOLATIONS

A. The University agrees to comply with all applicable federal, state and local laws, ordinances or regulations, currently in existence or which may be enacted in the future, including, but not limited to, applicable Trust policies, which may be applicable to the University's construction, use and/or occupancy of the Building, the University's performance under this Lease, and/or the Property, including, but not limited to, the Americans with Disabilities Act and the Florida Accessibility Code. The University shall be solely responsible, at its cost and expense, for obtaining any and all permits, licenses and/or approvals, currently required or which may be required in the future and which are necessary or desirable for the construction, use and/or occupancy of the Building including, but not limited to, demolition and building permits, occupational licenses, etc. The University shall also be responsible for paying any and all fees, taxes and/or assessments related to the University's construction, use and/or occupancy of the Building, including but not limited to, impact fees. As owner of the Property, the Trust agrees to use reasonable efforts to assist and cooperate with the University in complying with such laws or regulations, including, but not limited to, signing any and all permits, forms, etc. as promptly as possible. It is expressly understood, however, that compliance with this Article shall be accomplished by the University as promptly as possible and at the University's expense.

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

ARTICLE 7

CONSTRUCTION OF IMPROVEMENTS

A. Construction of the Building shall commence as soon as the University has obtained any and all necessary permits and approvals.

B. The University shall submit schematic design, elevation and site plans for the proposed Building (the "Plans") to the Trust for its approval prior to the commencement of any construction, which approval shall not be unreasonably withheld, delayed or conditioned by the Trust. The Plans shall be in conformance with the master plan for the Medical Center. The Trust shall timely approve or disapprove, in writing, the Plans but no later than sixty (60) days of their submission by the University to the Trust. Any objections to the Plans shall be reasonable in nature and stated in sufficient detail so as to allow necessary modification by the University. The University shall be permitted to make any such modifications and to resubmit the Plans to the Trust for review and approval. In the event that the Trust still disapproves said Plans, and the parties are unable to amicably resolve their differences over the Plans, the parties agree to submit, within sixty (60) days, their dispute to a mediator who is an architect, which mediator shall be mutually selected by an architect appointed by each party.

C. The University agrees that, in connection with the contemplated construction, the University shall obtain such insurance and post such bonds as the Trust may reasonably require to ensure that:

(i) the Trust shall be adequately protected and indemnified against damages resulting from the construction and any activities associated therewith;

(ii) the construction contract shall be performed and completed in a timely manner; and

(iii) all material, new suppliers, and subcontractors shall be promptly paid.

D. All signage and graphics to be used by the University on the Building or the Property shall conform to the uniform signage and graphics standards developed by and for the Medical Center at the time of construction.

E. The University shall maintain the Property in a clean and orderly condition during construction and shall take such efforts as are necessary to minimize interruptions to the operations of the Medical Center in the area of the Property. The University shall adequately contain all materials, equipment, fixtures, shipping containers and debris within the Property and at no time during construction shall any building facility at the Medical Center be used for trash removal, unless otherwise approved by the Trust.

F. The University specifically agrees that no cost, claim, charge, lien or other expense shall be borne by the Trust due to the construction of the Building(s) or any other building structures or permanent improvements. Upon completion of all improvements, the University shall furnish to the Trust evidence of releases of all liens, claims and charges of any nature whatsoever.

G. The Trust shall not be liable for any injury, loss, or damage which may occur to any of the University's buildings or improvements on the Property, unless caused by the negligence or willful misconduct of the Trust, its agents or employees.

ARTICLE 8

SITE PREPARATION AND RELOCATION

The parties agree that the University may, at its sole discretion, demolish the Amedic Building currently located on the Property. Preparation of the site, and any other costs and expense related to the demolition of the Amedic Building shall be borne by the University. The University shall give thirty (30) days notice to the Trust of the demolition date. All demolition, construction and development activity shall be performed, to the extent possible, in a manner to minimize disruption to daily Medical Center activity and functions in the area and to assure access to all nearby buildings by patients, visitors and employees.

ARTICLE 9

ADMINISTRATION

A. The Trust and the University hereby agree that during the time this Lease is in force and effect, the administration and operation of the Building and all construction on the Property shall be under the sole jurisdiction and management of the University of Miami Miller School of Medicine.

B. The University agrees to conduct its operations on the Property and in the Building in an orderly manner and so as to not annoy, disturb or be offensive to customers, patrons or others at the Medical Center.

ARTICLE 10

SUPPORTING SERVICES

A. The University agrees that the Trust shall not be responsible for providing the Property herein leased, or the Building constructed thereon, with supporting services such as electricity, water, gas, chilled water for HVAC systems, exterior or interior maintenance, exterior signs, traffic markings and other like supporting services except as the parties may subsequently agree.

B. All personal property placed or moved to, in, or on said Property shall be at the risk of the University or the owner thereof, and Trust shall not be liable, except as may be caused by the negligent acts or omissions of the Trust, its employees or agents, for any loss of or damage to said personal property, nor shall the Trust be liable to the University for damages arising from any act of negligence of any occupants of said land, or of any other person.

ARTICLE 11

PARKING

The University shall provide sufficient parking for the users of the Building on the Property as required by applicable law including the City of Miami Building Code; and shall provide for and/or replace, with the Trust's prior approval, all present parking (approximately 95 spaces), eliminated as a result of construction activities on the Property. The cost and expenses of providing this parking shall not be borne in any manner by the Trust, unless agreed to by the Trust.

ARTICLE 12

UTILITY EASEMENT

A. The University agrees to assume the responsibility for and to bear the expense of the relocation, adjustment, revision, re-alignment or connection of any existing above or below-grade utilities on the Property or other existing improvements which are to be retained, and which are necessary for the continuing operation of other activities permanently established in the area.

B. In connection therewith, the Trust hereby consents to and grants to the University the right to enter into an agreement with Florida Power and Light Company, Miami-Dade County Water and Sewer Department and any other utility company for an easement for the construction, operation and maintenance of any utility facility as may be required on, under or within the Property. The Trust agrees to cooperate with the University to, as promptly as possible, execute and deliver to such utility companies any documents that are necessary to effectuate the purposes stated in this Article.

ARTICLE 13

INSPECTION BY COUNTY

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

ARTICLE 14

COVENANT OF GOOD TITLE

The Trust covenants and warrants that the Trust has good title to the Property, free and clear of all liens, encumbrances, tenancies and restrictions. In the event the Trust is unable to deliver clear title to the Property to the University pursuant to this Lease, the University may terminate this Lease, without further liability to the Trust, which shall be the University's sole and exclusive remedy.

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ARTICLE 15

INSURANCE

A. The University shall maintain during the term of this Lease the following insurance:

(i) Public Liability Insurance on a comprehensive basis and contractual liability in amounts not less than $1,000,000 per occurrence for bodily injury and $100,000 per occurrence for property damage, and Contractual Liability Insurance covering all liability arising out of the terms of this Lease.

(ii) Automobile liability, and hired vehicles with limits of not less than $1,000,000.00 per occurrence of bodily injury and $100,000.00 per occurrence for property damage.

(iii) Worker's Compensation Insurance as required by Florida Statutes, Chapter 440.

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

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

D. The Trust shall be named additional insured in policies of insurance required by this section.

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

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

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

ARTICLE 16

INDEMNIFICATION

A. The University shall defend, indemnify and save the Trust, and the Trust's agents, employees, officers and trustees, harmless from and against any and all claims, demands, suits, actions, damages, liability and expense, including reasonable attorney's

fees, which may arise out of or in connection with (i) any accident, injury or damage whatsoever caused to any person or property arising out of or in connection with the University's tenancy hereunder, or occurring in, on or about the Property arising from any action or omission of the University, its affiliates, agents, contractors or subcontractors, employees, servants, patrons, customers, guests, or subtenants; (ii) the University's breach of any terms of this Lease; provided nothing herein shall be construed to require the University to indemnify and save the Trust harmless when the claims, demands, suits, actions, damages, liability and/or expense arise solely from the negligence of the Trust, its agents, officers, employees, servants, contractors or subtenants.

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

C. Notwithstanding any other provision in this Lease, in the event of any court action arising out of this Lease, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees from the non-prevailing party.

D. All personal property placed or moved into the building will be at the risk of the University or those claiming under it. The Trust will not be liable to the University or others for any damage to person or property arising from theft, vandalism, any malfunction in the Building(s), any act or omission of any tenant at the Medical Center or of any other person, or otherwise. However, the foregoing will not relieve the Trust of liability for damage or injury resulting solely from the Trust negligence or willful misconduct. In no event will the Trust be liable for consequential damages, including, without limitation, lost profits, to the University or any of the University's agents.

ARTICLE 17

SUBLETTING

A. Except for any subleases to any affiliate, subsidiary or related entity of the University, which shall not require Trust approval, the University agrees to submit any proposed subleases of any portion of the Building on the Property to the Trust for prior approval to assure consistency with Medical Center plans. Such approval shall not be unreasonably withheld, delayed or conditioned by the Trust and any approval or rejection of a request to sublet shall be expeditiously made.

B. In the event subleases by the University for retail use exceed the greater of one percent (1%) of the gross square footage of the Building or 2,000 square feet, then the University shall pay percentage rent as Additional Rent to the Trust on the excess, to be allocated in the AOA along with the Annual Rent. The amount of such percentage rent to be allocated against the University shall be subject to negotiation by the parties at the time of the proposed sublease.

C. "Retail use" as set forth in this paragraph shall not include any sublease to an affiliate, subsidiary or related entity of the University.

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ARTICLE 18

ASSIGNMENT

The University shall not assign, transfer, surrender or otherwise dispose of any interest in this Agreement, without the formal prior written consent of the Trust.

ARTICLE 19

DEFAULT

A. (1) If (other than by reason of fire or other casualty or condemnation) the University vacates or abandons the Property prior to the expiration of the Lease Term and fails to continue to pay rent; or (2) if the University fails to fulfill any terms or conditions of this Lease; or (3) if any execution or attachment is issued against the University or any of the University's property resulting in the Property or any part thereof being taken or occupied by someone other than the University; or (4) if the University should file a voluntary petition in bankruptcy, reorganization or arrangement, or an assignment for the benefit of creditors or for other relief under any present or future statue, law or regulation relating to involuntary petition in bankruptcy filed against it; or (5) if the University shall permit, allow or suffer to exist, beyond the applicable cure period, any lien, judgment, writ, assessment, charge, attachment or execution upon the Trust's or the University's interest in this Lease or the Property; then, in any such case, the University shall be deemed to have committed a default.

B. When the Trust serves a written notice to the University specifying the nature of a default, and if the default remains uncured (i) for ten (10) days after the giving of such notice if the default involves a monetary default, or (ii) for thirty (30) days after the giving of such notice if such default involves a non-monetary default (or if the non-monetary default is of a nature that it cannot be completely cured within said thirty (30) day period and if steps have not been diligently commenced to cure it within such thirty (30) day period and are not thereafter with reasonable diligence and in good faith continued to cure the default), the Trust may, at its option, in addition to such other remedies as may be available under Florida law: (i) terminate this Lease and the University's right of possession; or (ii) terminate the University's right to possession, but not this Lease. Notwithstanding any contrary provision in this Lease, in the event of any breach or default by the University, the Trust, at its election (and without waiving any other rights and remedies available to it), may bring a legal or equitable action or proceeding against the University to enforce compliance with the monetary and/or non-monetary provisions hereof.

C. The Trust agrees that in the event of its breach of this Lease or termination pursuant to actions of the Trust, the University may suffer substantial damage arising from loss of use of the Building(s) or improvements constructed on the Property.

ARTICLE 20

TRANSFER OF UNIVERSITY'S INTERESTS

At the expiration of the term of this Lease or immediately upon its earlier termination, all Building(s) constructed and all permanent improvements made by the University on and within the Property shall become the property of the Trust free and clear of any and all encumbrances without any payment being made therefore to the University. This transfer of the University's interest shall become automatic upon the last day of this Lease, or on the effective date of its termination thereof, and the University accepts this condition by its execution of this Lease.

ARTICLE 21

REMOVAL OF PERSONAL PROPERTY

All personal property placed on the Property by the University shall be removed on or before the effective date of the expiration or termination of this Lease. If the University shall fail to remove its property upon the expiration or termination hereof, the Trust may, at its option, as agent for the University for the purpose stated in this Article, and at the University's risk and expense, remove such property to a public warehouse, or retain the same in its own possession and after the expiration of thirty (30) days, sell the same at public auction, the proceeds of which shall be applied first to the expense of the sale, second to any sums owned by the University to the Trust, and any balance remaining shall be paid to the University. Any excess of the cost of removal, warehousing and sale over the proceeds of sale shall be paid by the University.

ARTICLE 22

MAINTENANCE AND SURRENDER

A. The University agrees to maintain and keep in a good state of repair, normal wear and tear and damage by the elements or fire excepted, the Property and any improvements constructed thereon during the term of this Lease; and may replace any buildings with new structures when necessary subject to the terms and restrictions stated in this Lease. The University agrees that at the end of the term of this Lease or upon any cancellation thereof, that all of the Property and any improvements constructed thereon shall be surrendered to the Trust, free and clear of any and all encumbrances, in good condition, except for reasonable wear and tear, and damage by the elements or fire, and all rights, title and interest in the improvements shall be vested solely in the Trust.

B. In the event the University refuses or neglects to maintain the Property or the improvements thereon as required hereunder and to the satisfaction of the Trust within thirty (30) days after written demand, or if impossible to complete within thirty (30) days, if the University fails to have a competent licensed contractor start such repairs within said thirty (30) day period and diligently pursues the same to completion, the Trust, in addition to any and all other available remedies, may make such repairs without liability to the University for any loss or damage that may accrue to the University's merchandise, fixtures, or other property, or to the University's business by reason thereof, and upon completion, the University shall pay the Trust's cost for making such repairs plus a ten percent (10%) for overhead, upon presentation of a bill thereof.

C. Notwithstanding the above, in the event any buildings or improvements are damaged by the elements, fire, storm or other casualty, the University shall have no obligation to repair or restore any buildings or improvements, but shall clean that portion of the Property damaged and landscape to levels acceptable to the Trust, including but not limited to, demolition of any portion of the buildings or improvements the University elects not to repair or restore.

ARTICLE 23

QUIET ENJOYMENT

The University, subject to the terms and provisions of this Lease, upon payment of the rentals provided for herein and observing, keeping and performing all of the terms and provisions of this Lease on the University's part to be observed, kept and performed, shall lawfully, peacefully and quietly have, hold and enjoy the Property during the term hereof without hindrance or ejection by any persons lawfully claiming under the Trust.

ARTICLE 24

LIENS

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

ARTICLE 25

TAXES

The University shall pay all taxes and other costs lawfully assessed against its leasehold interests in the Property, its improvements or its operations on the Property under this Lease Agreement, if any, provided, however, that the University shall not be deemed to be in default of its obligations under this Lease for failure to pay such taxes pending the outcome of any legal proceedings instituted to determine the validity of such taxes.

ARTICLE 26

HAZARDOUS MATERIALS

The University shall not permit the presence, handling, storage or transportation of hazardous or toxic materials or medical waste in or about the Property or the Building(s), except in strict compliance with all laws, ordinances, rules, regulations, orders and guidelines of all government authorities having jurisdiction, and the applicable board of insurance underwriters. The University shall obtain and maintain, throughout the term of this Lease, all licenses and permits required in connection with the University's activities involving hazardous or toxic materials or medical waste. The University represents and warrants that the University, its vendors, agents, employees and invitees shall at all times during the term of this Lease be in compliance with all Toxic Waste Regulations. The University shall indemnify, defend and hold the Trust, its agents and mortgagees harmless from and against any and all claims, liabilities, injuries, damages, costs and expenses (including attorneys fees and costs through appeal) arising out of or in connection with any breach of this Article by the University, its agents, contractors or subtenants. This indemnity shall survive the expiration or termination of this Lease. Nothing herein shall be construed to make the University liable for any environmental conditions on the Property existing prior to the University's occupancy of the Property, except for any environmental conditions caused by the University as a result of its occupancy of a portion of the Property pursuant to the Amedic Lease and the Amedic Parking Agreement, nor shall the University be liable for any environmental conditions on the Property not caused, directly or indirectly, by the University.

ARTICLE 27

NON-DISCRIMINATION

The University, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

A. In the use of the Property, no person, on the grounds of race, sex, age, color, national origin, physical disability or sexual orientation, shall be excluded from participation therein, or be denied the benefits thereof, or be otherwise subjected to discrimination.

B. In the construction of any improvements on, over, or under the Property land, and in the furnishings of services thereon, no person, on the grounds of race, color, sex, age, national origin, physical disability or sexual orientation, shall be excluded from participation therein or be denied the benefits accruing therefrom, or be otherwise subjected to discrimination.

C. The University shall use the Property in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, Non-discrimination under programs receiving federal assistance through the Department of Health, Education and Welfare-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

D. The University shall not discriminate against any employee or applicant for employment to be employed in the performance of the contract, with respect to the employee's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, national origin, physical disability, or sexual orientation, except where based on a bona fide occupation qualification or legitimate business reason.

ARTICLE 28

SMOKE-FREE POLICY

All Medical Center buildings are smoke-free by State and County ordinance and by accrediting organization requirements. Therefore, no smoking shall be allowed in any Building(s) on the Property.

ARTICLE 29

NOTICES

Any notices submitted or required by this Lease shall be sent by Registered or Certified Mail and addressed to the parties as follows:

To the Trust:
President
Public Health Trust
c/o Facilities Administration
Jackson Memorial Hospital
1611 N.W. 12th Avenue
Miami, FL 33136

To the University:
Vice President for Real Estate
1535 Levante Avenue
Suite 201
Coral Gables, FL 33146

or to such address or either party may designate in writing.

ARTICLE 30

GENERAL PROVISIONS

A. Both parties agree that this Lease contains the entire agreement of the parties and that there are no conditions or limitations to this undertaking, except those stated within.

B. After the execution hereof, no alteration, change or modification hereof shall be binding or effective unless executed in writing and signed by both parties hereto.

C. Both parties agree that the article headings contained in this Lease are included for convenience only, and that said headings form no substantive part of this Lease between the parties.

D. In no event shall the University and its respective officers, directors, trustees, agents, employees or servants be considered to be officers, trustees, directors, commissioners, agents, employees or servants of the Trust.

E. If any provision of this Lease shall be held void or unenforceable, the remaining provisions shall continue in full force and effect.

F. This Lease Agreement shall be binding upon the parties hereto and their successors and assigns, if any.

G. Both parties agree that this Lease is the product of negotiation, and both agree that neither is to be considered as the drafter for the purposes of construing this Lease.

H. With respect to the University's advertisements or promotional material regarding the Property, use of the name of the Trust, the County or the Medical Center, or any part or colorable imitation thereof, shall be governed by other agreement(s) and/or arrangement(s) addressing this subject between the parties.

I. In the event that the President, the Governor, the Mayor, the President of the Public Health Trust, or any other authorized official declares a state of emergency or announces a similar contingency, the Trust shall have the right to negate or suspend for any period of time any provision of this Lease, to occupy and use the Property, and appurtenances thereof, and any fixtures, furnishings, inventory, and supplies found there, with no compensation to the University. Nor shall the University have a right or claim for compensation for damages pursuant to the Trust's exercise of its rights under this provision provided that if the negation or suspension of any provision of this Lease materially interferes with the University's occupancy or use of the Property, rent shall be abated accordingly. Furthermore, the University should be compensated if its supplies and/or inventory are used by the Trust in regards to this provision.

J. Any litigation between the parties regarding the terms or performance of this Lease shall take place in Miami-Dade County, Florida. The provisions of this Lease shall be construed in accordance with the laws of the State of Florida.

ARTICLE 31

NON-WAIVER

The failure of either party in any one or more instances to insist upon the strict performance of any of the covenants of this Lease or to make an election to terminate for breach of the terms of this Lease, shall not be construed as a waiver or relinquishment for the future of any covenant, condition, agreement or election, but the same shall continue and remain in full force and effect.

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

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

ATTEST:
HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

By: _____
County Manager

STATE OF FLORIDA)
)ss:
COUNTY OF MIAMI-DADE)

Before me personally appeared Pedro G. Hernandez and Elizabeth Adorno, to me well known and known to be the County Manager and Deputy Clerk of Miami-Dade County, Florida, who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 31ST day of October, 2005.

DIANE DEL CARPIO
MY COMMISSION # DD 160332
EXPIRES: October 22, 2006
Bonded Thru Notary Public Underwriters

Diane Del Carpio
Notary Public
State of Florida at Large

My Commission Expires: 10/22/2006

Approved as to legal form and legal sufficiency

By: _____ 11/30/05
Assistant County Attorney

Approved for sufficiency as to insurance and liability

By: _____ 10/5/05
Risk Management
Jackson Memorial Hospital

(SIGNATURE BLOCKS CONTINUED ON NEXT PAGE)

32

(OFFICIAL SEAL)

UNIVERSITY OF MIAMI

ATTEST:

By: _____
Robert L. Blake

By: _____
David A. Lieberman KLP
Senior Vice President for
Business and Finance

STATE OF FLORIDA)
)ss:
COUNTY OF MIAMI-DADE)

Before me personally appeared David A. Lieberman and Robert L. Blake, respectively as Senior Vice President for Business and Finance and Secretary of the University of Miami, a corporation not-for-profit, organized under the laws of the State of Florida and they acknowledged before me that they executed the foregoing instrument for the purpose therein expressed.

WITNESS my hand and official seal at Coral Gables, FL, said County and State, this 30 day of Sept, 2005.

_____
Notary Public
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
OFFICIAL NOTARY SEAL
NETTE CRUZ
COMMISSION NUMBER
DD074070
MY COMMISSION EXPIRES
DEC. 15,2005

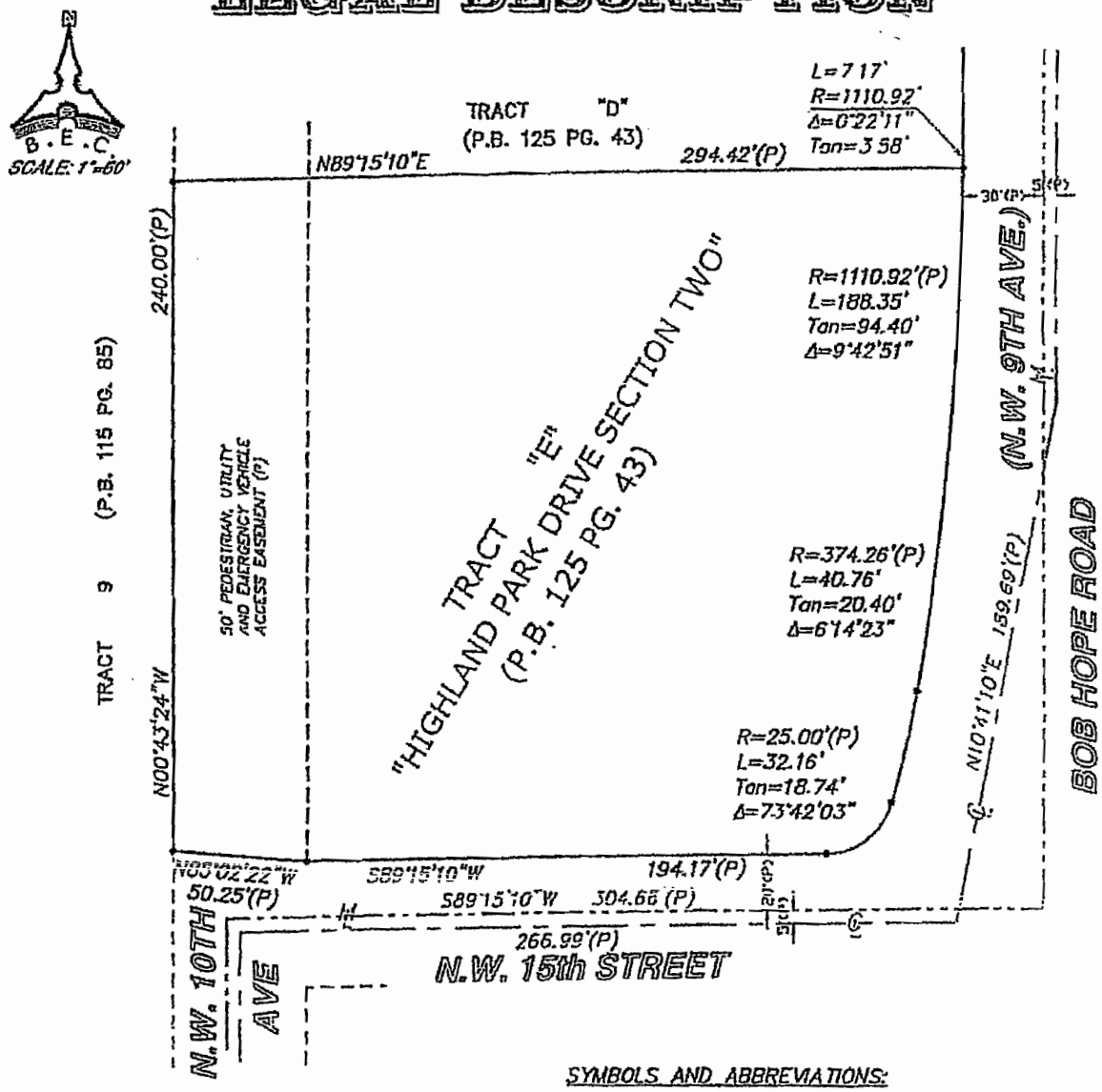
EXHIBIT "A"

Legal Description

EXHIBIT "A"

Amedic Site : Legal Description

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



SYMBOLS AND ABBREVIATIONS:

N.T.S – NOT TO SCALE
℄ – CENTERLINE
M – MONUMENT LINE
P – PER PLAT
P.B – PLAT BOOK
PG. – PAGE

SURVEY NOTES:
THIS IS NOT A LAND SURVEY
BEARINGS ARE BASED ON RECORD PLAT (P.B 125–43) AND ARE REFERENCED TO THE WEST LINE OF TRACT E, HAVING A BEARING OF N0°43'24"W

DRAWING: 2090-SS-83
SHEET 1 OF 2

ORDER No.	03-77515
FIELD BOOK No.	N/A
DATE:	06-30-05
FOR:	UNIVERSITY OF MIAMI

BISCAYNE ENGINEERING COMPANY, INC.
Consulting Engineers · Planners Surveyors

MIAMI
529 WEST FLAGLER STREET
FLORIDA, 33130
PH: (305) 324-7671
FAX: (305) 324-0800

WEB SITE: www.biscayneengineering.com
E-MAIL: info@biscayneengineering.com

FT. LAUDERDALE
6561 SUNSET STRIP
SUNRISE, FLORIDA 33313
PH: (305) 748-1800
FAX: (305) 749-5628

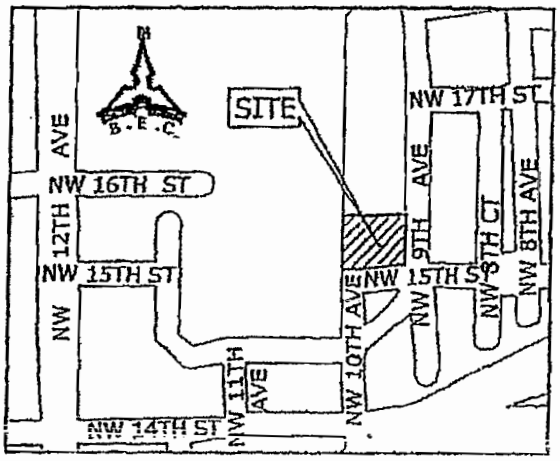
SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

LEGAL DESCRIPTION (Lease Parcel):

Tract "E", HIGHLAND PARK DRIVE SECTION TWO, according to the Plat thereof, as recorded in Plat Book 125, at Page 43, of the Public Records of Miami-Dade County, Florida

All of the foregoing lying in the City of Miami, Miami-Dade County, Florida, and containing 69,487 square feet (1 601 acres), more or less

LOCATION MAP (N.T.S.)



THIS IS NOT A LAND SURVEY

BISCAYNE ENGINEERING COMPANY, INC.
528 WEST FLAGLER STREET, MIAMI, FL. 33130
(305) 324-7671
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
EB-0000129
LB-0000129

DRAWING: 2090-SS-83
SHEET 2 OF 2

ORDER No.	03-77515
FIELD BOOK No.	N/A
DATE:	06-30-05
FOR:	UNIVERSITY OF MIAMI

DATE: 06-30-05
MIKE J. BARTHOLOMEW
PROFESSIONAL SURVEYOR AND MAPPER No 5666
STATE OF FLORIDA

BISCAYNE ENGINEERING COMPANY, INC.
Consulting Engineers · Planners Surveyors

MIAMI
528 WEST FLAGLER STREET
FLORIDA, 33130
PH: (305) 324-7671
FAX: (305) 324-0509

WEB SITE: www.biscayneengineering.com
E-MAIL: info@biscayneengineering.com

FT. LAUDERDALE
6561 SUNSET STRIP
SUNRISE, FLORIDA 33313
PH: (305) 749-1850
FAX: (305) 749-5528

EXHIBIT "B"

The Rent Schedule

AMEDIC SITE

YEAR	ANNUAL RENT
1	$440,000
2	$452,452
3	$465,256
4	$478,423
5	$491,963
6	$505,885
7	$520,202
8	$534,923
9	$550,062
10	$565,628
11	$581,636
12	$598,096
13	$615,022
14	$632,427
15	$650,325
16	$668,729
17	$687,654
18	$707,115
19	$727,126
20	$747,704
21	$768,864
22	$790,623
23	$812,997
24	$836,005
25	$859,664
26	$883,992
27	$909,009
28	$934,734
29	$961,187
30	$988,389
31	$1,016,360
32	$1,045,123
33	$1,074,700
34	$1,105,114
35	$1,136,389
36	$1,168,549
37	$1,201,619
38	$1,235,625
39	$1,270,593
40	$1,306,551
41	$1,343,526
42	$1,381,548
43	$1,420,646
44	$1,460,850
45	$1,502,192
46	$1,544,704

47	$1,588,419
48	$1,633,371
49	$1,679,596
50	$1,727,128
51	$1,776,006
52	$1,826,267
53	$1,877,950
54	$1,931,096
55	$1,985,747
56	$2,041,943
57	$2,099,730
58	$2,159,152
59	$2,220,257
60	$2,283,090
61	$2,347,701
62	$2,414,141
63	$2,482,461
64	$2,552,715
65	$2,624,957
66	$2,699,243
67	$2,775,632
68	$2,854,182
69	$2,934,955
70	$3,018,015
71	$3,103,424
72	$3,191,251
73	$3,281,564
74	$3,374,432
75	$3,469,929

* increases based on 2.83% per year

EXHIBIT "B"

Executed Copy

1

AGREEMENT FOR SALE AND PURCHASE OF CHILLED WATER SYSTEM AND SERVICES

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2000, by and between the Public Health Trust {the "Supplier"}, of Miami-Dade County, Florida, and University of Miami, a Florida non-for profit corporation (the "Customer").

WHEREAS, the Supplier owns and maintains a Chilled Water Delivery System (The "System") to serve its buildings

WHEREAS, the Customer plans to construct at least two new buildings and operates and maintains other existing buildings on its Medical Campus in support of its educational, research, and scientific mission and for use by the University; and

WHEREAS, the Supplier is willing to provide Customer Chilled Water and Chilled Water Services;

WHEREAS, the Customer desires to purchase from the Supplier, and the Supplier desires to sell to the Customer Chilled water produced by the Supplier's system,

WHEREAS, the Supplier shall provide all of the construction and operation of Chilled Water Facilities to supply Chilled Water for commercial use through phased implementation to include "Phase I & II" (as defined in Sections 1.17 and 1.18, below) described herein and future phases which may be added to this Agreement by addendum;

NOW THEREFORE, in consideration of the foregoing premises and of the mutual benefits to be obtained from the covenants herein, the parties hereby agree as follows:

ARTICLE 1

DEFINITIONS

For each purposes of this Agreement, the terms defined in this section shall have the following meanings. Except where the context otherwise requires, definitions and other terms expressed in the similar shall include the plural and vice versa.

1.1 Business Days means Monday through Friday of each calendar week excluding legal holidays as defined in Section 683.01, Florida Statutes.

1.2 Capacity means the amount of Estimated Maximum Capacity Entitlement allocated the Customer from the Chilled Water Facility.

1.3 Catastrophic Failures are failures which cannot be anticipated, identified or corrected within twelve (12) hours through the use of reasonable commercial efforts, such as underground pipe failures pump/motor or chiller failures or any Force Majeure events.

1.4 Chilled Water Facility means the chiller facility located on the Site, from which Customer receives Chilled Water Service hereunder, consisting of high efficiency electric driven centrifugal chillers and natural gas driven chillers, pumps, cooling towers and accessories, including without limitation, all ancillary chilled water lines, valves, heat exchangers, if applicable, meters, pumps and other equipment necessary for the production and delivery of Chilled Water Service to Customer's Facilities up to the interconnection by Supplier's Connection Equipment located at the relevant Points of Delivery to Customer's existing equipment.

1.5 Chilled Water Service shall mean the supply of piped chilled water having a temperature of no greater than 46F delivered to the Points of Delivery and the ancillary operating and maintenance services associated with such supply, but only up to the Estimated Maximum Capacity Entitlement.

1.6 Chilled Water System shall mean Supplier's supply of Chilled Water Service to the Estimated Maximum Capacity Entitlement through the Chilled Water Facilities to the Customer at the Points of Delivery outlined in the Specifications and Drawings.

1.7 Connection Equipment means Supplier's equipment to which Customer's existing equipment is interconnected at the Point(s) of Delivery as such equipment is defined in the Specifications and Drawings.

1.8 Contract year shall mean each calendar year during the term hereof.

1.9 Customer's Facilities means the existing and proposed facilities consisting of the facilities known as Mailman, UMHC, Sylvester Cancer Center, Batchelor and Lois Pope located within the Medical Campus.

1.10 Customer Facility Envelope shall mean the outside façade of each of Customer's Facilities.

1.11 Effective Date means the date entered in the first paragraph of the Agreement or, if the date is not filled in, the date upon which both parties hereto shall execute this agreement.

1.12 Estimated Maximum Capacity Entitlement means for Phase II, after the new 2000 ton capacity chiller to be installed is brought on line, a

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maximum of its available capacity up to and including peak operational capacity, during the Term of this Agreement.

1.13 Governmental Approvals means all necessary licenses, permits, approvals or authorizations for the construction and/or operation of the Chilled Water Facility required to be given any federal, state or local government, body, authority, subdivision or arm thereof.

1.14 Monthly Chiller Charge shall mean the Operations and Maintenance Fee and Capital Improvement Reimbursement as defined in paragraph 5.1.

1.15 Operation Date means the date on which the Chilled Water Facility makes the Capacity available to the Customer at the Points of Delivery. For Phase I the Commercial Operation Date shall be March 1, 2000 or such other date resulting from adjustments attributable to Events of Force Majeure or as may be agreed in writing by the Parties. For Phase II of the Operation Date shall be determined by mutual agreement in writing between the parties during the design phase of the project.

1.16 Operating Representative shall mean that individual designated by Customer as the contact for Supplier with respect to implementation of this Agreement.

1.17 Phase I shall mean the installation of all equipment, piping and provision of other Services necessary for Supplier to provide Chilled Water Service through the Chilled Water System to Customer's Lois Pope Life Center. Under the chilled water master plan adopted by Supplier's Board of Trustees on May 1999, Phase I is a 20" supply and 20" return underground pipe from the sidewalk west of the mechanical room located in the basement of Park Plaza West to manhole "B" located northwest of the Lois Pope Building. The pipes are as shown on the CHILLED WATER LOOP MASTER PLAN dated April 20, 1999 and as detailed on the contract documents composed of the drawings and specifications. Such documents are dated June 7, 1999 and list the drawings as follows: LS.; C-1; C-2: M-1; M-2; M-3; E-1; E-2 dated June 7, 1999 with a project number of 101.48.491 designed by RC Group.

1.18 Phase II shall mean the installation of a 2000 ton capacity chiller and all equipment, piping and provision of other Services necessary to provide Chilled Water Service by the Chilled Water System to Customer's Facilities at the Points of Delivery.

1.19 Planned Maintenance shall mean regularly scheduled maintenance work or maintenance work that can be scheduled in advance and does not immediately affect operations. Estimated downtimes are known and do not exceed 24 hours.

1.20 Planned Maintenance Outages shall mean Supplier's interruption of Chilled Water Service from time to time to perform scheduled maintenance to its equipment and distribution system.

1.21 Points of Delivery shall mean the points in the Customer's Facilities at which the Chilled Water System interconnects with Customer's Connection Equipment at each of Customer's Facilities as set forth in the Specifications and Drawings.

1.22 Regulatory Mandated Change shall mean any environmental labor or safety related legislation or any environmental regulation not in effect on the Effective Date applicable to the construction or operation of the Chilled Water Facility which thereafter becomes effective, or any permit relating to the construction or operation of the Chilled Water Facility granted subject to or modified to impose conditions which Supplier can not reasonably anticipate before the Effective Date, and such legislation, regulation or permit mandates modifications or requires capital additions or causes a delay which increases the capital cost to Supplier or imposes a tax, fee, surcharge or such other similar payment by Supplier or its supplier which results in a material increase in Supplier's cost of performing this Agreement.

1.23 Specifications and Drawings mean technical specifications and associated drawings by the R.C. Group related to the design, installation, operation and maintenance of the Chilled Water Facility.

1.24 Supplier means The Public Health Trust, Miami-Dade County, Florida.

1.25 Termination Date means midnight on February 29th, 2040, or such other earlier date of termination permitted by the terms and conditions of this Agreement.

1.26 Term/Renewal Term shall have the meaning set forth in Section 7.1.

ARTICLE 2

DESCRIPTION OF SUPPLIER'S COMMITMENT AND REQUIREMENTS

2.1 a. The Supplier shall provide Chilled Water Service to Customer's Facilities in accordance with the terms and conditions of this Agreement and in a manner and form that is consistent with (1) all applicable laws, rules, regulations, codes, permits and industry standards for the type of service provided, (2) the Specifications and Drawings and (3) the Customer's Facilities' service requirements as set forth in this Agreement.

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b. To meet Supplier's commitments as part of this Agreement the Supplier will contract for all engineering, construction, construction management, purchasing and installation of equipment, inspection, supervision, administration and management necessary and required to connect its Chilled Water Facility, including all ancillary material necessary to provide a totally operational Chilled Water System in accordance with the Specifications and Drawings which material shall be in accordance with the Section A, above for Phase I & II to Customer's Facilities.

2.2 Work in Customer's Facilities

a. Any work performed beyond the Customer's Facility Envelope to install Chilled Water equipment necessary for Supplier to provide Customer Chilled Water Services from the Chilled Water Facility will be managed and supervised by Customer's personnel. Work necessary to maintain, repair or service Customer Equipment beyond the Customer's Facility Envelope shall be performed or managed and supervised by Customer.

b. Supplier will enter into agreements with Contractors to provide the Chilled Water System to Customer's Facilities. Supplier will assure that any such agreements acknowledge either in its terms or by addendum that the Customer is an intended third party beneficiary of the services to be provided by Contractor, that the Customer will be managing Contractor work to be performed beyond the Points of Delivery, that Contractor will indemnify and hold harmless Customer from any and all claims, cost, or expenses which might arise as a result of Contractor performance of services under the Agreement with Supplier, that Contractor will maintain insurance at levels sufficient to fulfill such obligation of indemnification and name Customer as an additional insured on any such policy, and that Customer will be entitled to enforce all rights and receive any remedies that Supplier would be entitled to in the event that Contractor fails to perform.

c. If Customer enters into agreements with Contractors to perform work beyond the Customer's Facility Envelope affecting the Chilled Water System, Customer will assure that any such agreements acknowledge either in its terms or by addendum that the Supplier is an intended third party beneficiary of the services to be provided by Contractor, that the Supplier is responsible for Contractor work to be performed before the Customer's Facility Envelope, that Contractor will indemnify and hold harmless Supplier from any and all claims, cost, or expenses which might arise as a result of Contractor performance of services under the Agreement with Customer, that Contractor will maintain insurance at levels sufficient to fulfill such obligation of

indemnification and name Supplier as an additional insured on any such policy, and that Supplier will be entitled to enforce all rights and receive any remedies that Customer would be entitled to in the event that Contractor fails to perform.

2.3 Access. Customer shall provide Supplier, upon reasonable notice access to Customer's property, buildings or documents as reasonably necessary for Supplier to evaluate or inspect Customer's Equipment in order for Supplier to comply with this Agreement.

2.4 Conditions. Supplier's obligations under this Agreement shall be subject to its receipt of all Governmental Approvals.

ARTICLE 3

SALE OF CHILLED WATER CAPACITY AND SERVICES AND POINTS OF DELIVERY

3.1 Sale and Service Obligations.

a. The Supplier shall deliver to the Customer chilled water up to the Estimated Maximum Capacity Entitlement, unless Supplier has additional Chilled Water Capacity available to provide for Customer's use at the Customer's Facilities at the pressure to be set forth in the Specifications and Drawings.

b. Upon request by Customer, Supplier will provide copies of all water treatment/quality reports.

c. Supplier shall (i) operate and maintain all equipment up to the Connection Equipment, as defined in the Specifications and Drawings, including the Supplier's metering system (ii) repair and operate its equipment, systems and distribution systems, including valves, meters, and sensors, as necessary to provide Chilled Water Service to Customer's Facilities, and (iii) schedule all operating and maintenance visits to Customer's Facilities with the Operating Representative. The Supplier shall retain responsibility for the repair and maintenance of the Chilled Water System up to Customer's Facility Envelope.

d. Nothing herein contained shall be construed as divesting the Supplier of title to any of its aforesaid lines and equipment up to and including the heat exchangers, if applicable. Any equipment and facilities installed by or on behalf of, the Customer, beyond the

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Customer's Facility Envelope, shall be, and remain the property of the Customer.

e. If, during the term of the Agreement, the Customer shall require the relocation of the chilled water lines or accompanying equipment and facilities, the Supplier may relocate the items in questions and the Customer shall reimburse the Supplier for all costs of any kind incurred as a result of the relocation. If Supplier decides that it does not wish to provide relocation services, Customer may, at its sole expense, relocate any chilled water lines, equipment or facilities necessary for its continued or future receipt of Chilled Water and Chilled Water Services, provided however that any such relocation would be subject to the approval of Supplier, which approval shall not be unreasonably withheld.

f. If during the Term of the Agreement, equipment of the Supplier becomes inadequate to deliver chilled water as required in this Agreement, the Customer shall either remove one of three facilities that currently has stand-by capacity (Mailman, UMHC, Sylvester) or add capital equipment at Customer's expense to meet these new demands.

g. In the event the Customer determines that the Capacity exceeds its needs at any time during the term of this Agreement, then the Customer may request that the Supplier provide Chilled Water Service up to the amount of such Capacity to other buildings owned by the Customer which are accessible by the Chilled Water Facility, which request will be subject to the Supplier's approval not to be unreasonably withheld: provided that (i) the Customer pays any and all costs and expenses incurred by the Supplier to extend the Chilled Water Service to such buildings, and (ii) the Customer's obligations and the Supplier's rights hereunder will extend to the service provided to each such facility and to each Party's piping, equipment and other property located or on such facilities.

ARTICLE 4

4.1 Planned Maintenance

a. The Supplier shall have the right to conduct Planned Maintenance Outages. The Supplier will use all best efforts to schedule such Planned Maintenance Outages at least thirty (30) days prior to actual interruption and the Supplier shall advise the Customer of the expected length of such interruption. Scheduled interruptions

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shall be planned so as to minimize service outages and disruption to Customer operations; as an example; annual preventative maintenance to be performed during wintertime months when overall chill water requirements are low. Supplier shall use best efforts to restore service to normal capacity as soon as possible.

b. Supplier will use best efforts to make Chilled Water Service available to the Customer regularly and without interruption up to the Estimated Maximum Capacity Entitlement, but Supplier does not guarantee a constant supply of such Chilled Water Service hereunder.

4.2 <u>University of Miami Backup Capacity In the Event of Planned Outages and Catastrophic Failures</u>

a. If the Chilled Water Facility is unable to operate so as to allow Supplier to supply all or a portion of the Chilled Water Service to the Customer as required by this agreement due to a Catastrophic Failure or Planned Maintenance Outage, then the Customer will maintain as back up, and at its own expense, current stand alone chiller capacity totaling 2000 tons. Remaining backup shall be accomplished by shedding re-heat systems at the Batchelor and Lois Pope facilities. Parties will meet within 1 hour's notification so as to coordinate which systems if any need to be shed from the system mainline. The customer shall make all reasonable efforts to remove or bring on backup systems within 2 hours notice until said temperature is reached or until the 2000 tons in backup is provided.

b. Supplier and Customer hereby acknowledge and agree that Supplier's patients will be of highest priority when decisions are to be made regarding the production and distribution of Chilled Water. Customer will develop a written protocol to address the orderly response to any Planned Maintenance Outage or Catastrophic Failures based on the magnitude of the situation encountered and the load affected, which shall expressly recognize Supplier's right to control production and distribution of Chilled Water should emergency situations arise which require immediate action by Supplier and for which reasonable notice cannot be given to Customer by Supplier prior to Supplier taking such action. Supplier will respond to Customer's proposed protocol within 30 days and provide comments so that mutual agreement can be reached on the protocol for addressing situations affecting the Chilled Water System.

ARTICLE 5

CHARGES AND BILLING DETERMINANTS

5.1 Monthly Chiller Charge. The monthly bill will consist of two components: Operations and Maintenance (O & M) fee and Capital improvement reimbursement.

A. Operations and Maintenance (O & M) fee:

1. Years 1-4: The O & M fee will be fixed as follows:
   Year 1 - .02 per ton hour
   Year 2 - .03 per ton hour
   Year 3 - .04 per ton hour
   Year 4 - .05 per ton hour

2. After year 4: After year 4 Customer shall pay a monthly O & M fee based on a percentage of the total annual costs of Supplier's O & M related to the production and distribution of chilled water in accordance with this subparagraph.

   (a) The following components are included in the O & M costs. If additional items are identified they will be added accordingly: Electricity; Gas; Chemicals; Water; Maintenance; Repairs; Equipment Replacement *; Regulatory fees.

   (b) At the beginning of each contract year after year 4, Supplier shall estimate the fee based on the actual previous year's data. Unless changes have occurred that would significantly impact cost or usage, Customer shall pay that amount on a monthly basis. At the end of the contract year the Supplier will determine the actual cost, and as requested, reasonably document such costs. Within 30 days of notifying the Customer of the variance, the Customer shall pay the variance if the actual cost exceeds the estimate or Supplier shall rebate the variance if the estimate exceeds the actual cost.

   (c) The following example of the O & M calculation is based on estimate FY 1999 Costs and hypothetical consumption:

Electricity	=	$2,500,000
Gas	=	$ 273,000
Chemicals	=	$ 56,000
Water	=	$ 132,000
Maintenance	=	$ 297,000
Repairs	=	$ 80,000
Equipment Replacement*		
Regulatory fees	=	not known at this time
Total O & M cost: (approximately	=	$3,338,000

$278,000/month)

Assume 720,000 TH (UM consumption)
Assume 5,040,000 TH (JMH consumption)
TH: (ton-hour)

$$\text{(Total monthly O \& M cost)} \times \frac{(\text{UM Consumption})}{(\text{UM consumption} + \text{JMH consumption})} = \text{Monthly O \& M fee}$$

$$(\$278{,}000) \times \frac{(720{,}000\ \text{TH})}{(720{,}000\ \text{TH} + 5{,}040{,}000\ \text{TH})} = \$34{,}750$$

If at any time during a contract year a substantial change should occur in one of the elements of the O & M, an adjustment to the monthly payments would be made accordingly. Supplier will notify Customer in writing of the specific justification for any increases in the O & M.

* The replacement of all or part of the Chilled Water System, such as pumps or chillers, during the Term shall become part of the O & M fee.

B. Equipment Replacement: After year 5, Customer will be responsible for a prorata share of the cost of Equipment required to be replaced for the Chilled Water System. A reserve will be created into which, beginning in year six, Customer will contribute its estimated prorata share on a monthly basis, based on an evaluation of the total plant consumption and equipment as it exists at the end of year 5, according to the following formula:

$$\frac{A}{B} \times C \times \frac{[D]}{[E]} \times \frac{[E]}{[F]} = \text{Monthly Reserve Contribution}$$

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Where:

A = Estimated Average Annual Cost of New Equipment Replacement (Equipment & Installation)

B = Estimated Annual Total Plant Tonnage (ton-hrs)

C = Estimated Customer Annual Tonnage (ton-hrs)

D = Estimated Average Years of Use of Equipment by Customer

E = Estimated Average Actual Years of Use of Equipment

F = Estimated Average Life Expectancy of Equipment

Ex: At year 5, the following facts exist

A = $175,000	D = 13 yrs
B = 50,000,000 ton-hrs	E = 16 yrs
C = 10,000,000 ton-hrs	F = 18 yrs

So:

$$\frac{\$175{,}000}{50{,}000{,}000/\text{ton-hrs} \times 10{,}000{,}000/\text{ton-hrs}} \quad \frac{[13\text{ yrs}]}{[16\text{ yrs}]} \quad \frac{[16\text{ yrs}]}{[18\text{ yrs}]}$$

= .0035 $/ton x 10,000,000 tons (.8125) (.8888)

= 35,000 x (.72215)

= $25,275.25

$25,275.25 ÷ 12 mo = $2,106.27

Therefore, for year six (6), Customer's Monthly Reserve Contribution would be $2,106.27 based on the above example.

The Monthly Reserve Contribution for any given year will be set annually according to Averages for the previous year. If no averages are calculated for the previous year, Customer will continue making the same Monthly Reserve Contribution as for the previous year.

Beginning at the end of year 8, and every three years thereafter, an audit will be conducted of all equipment replacements made during the previous (3) three-year period. Customer's prorata share for each piece of

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equipment replaced will be calculated using the same formula with the following variables.

$$\frac{A}{B} \times C \quad \frac{[D]}{[E]} \times \frac{[E]}{[F]} = \text{Customer's Actual ProRata Share of Each Piece of Equipment Replaced}$$

A = Replacement Cost of Equipment (Equipment & Installation)

B = Average Total Plant Tonnage for Previous 3 years

C = Average Customer Tonnage for Previous 3 years

D = Years of Use of Equipment by Customer

E = Actual Years of Use of Equipment

F = Life Expectancy of Equipment

The sum of Customer's Actual ProRata Share for Each Piece of Equipment Replace during the previous 3 year period will be compared with the funds contributed to the reserve. Should the total amount of Customer's Actual ProRata Share of Equipment Replacement exceed the amounts contributed to the reserve by Customer during the previous 3 year period, that difference will be paid by Customer during the next 3 year period in 36 equal installments, added to the monthly reserve contributions as calculated for each year, or as the parties may otherwise mutually agree.

Customers maximum liability for Equipment Replacement for the Term of this Agreement shall not exceed the cost of replacement of its 2000 ton Estimated Capacity Entitlement calculated at present day cost. Therefore, if today's replacement cost is $800/ton with Customer's Estimated Capacity Entitlement set at 2000 tons, Customer's Maximum Liability over the life of the Agreement for Equipment Replacement would be $1,600,000.00. The actual present day cost per ton for equipment replacement will be set after installation of the 2000 ton chiller during Phase I and will be based on that installation's cost per ton.

After each audit of the cost of Equipment Replacement costs, the sum of Customer's Actual ProRata Share of Each Piece of Equipment Replaced for that audit period will be deducted from Customer's Maximum Liability until the Maximum is reached.

Should during the term of the Agreement, Customer's Estimated Capacity Entitlement increase based on actual usage, then Customer's Maximum Liability

for Equipment Replacement will be increased accordingly on a prorata basis based on the cost of tonnage at the point the usage increases. For example:

In year 7:

-Customer Estimated Capacity Entitlement increases to 2500 tons
-Current cost of replacement = $950 / ton
-Year 7 Maximum Liability (after previous deductions) = $1,350,000
-Year 7

Customer's revised Maximum Liability for Equipment Replacement = Year 7 Remaining Maximum Liability + (Add'l Ton Usage x Current Replacement Cost/Ton)
(Years Remaining)
(Total Term)

$1,350,000 + (500 tons x $950/ton) (40-7yr/40yr)
=$1,350,000 + (475,000) (.825)
=$1,741,875

C. Capital Improvements: The cost of Capital Improvements for Phase I will be $1,059,329 and Phase II costs shall not exceed $2.2 million. Supplier shall be responsible for installation of Phase I and Phase II capital improvements.

1. Capital Cost Reimbursement (Piping Only)

   a. All costs associated with the installation of piping installed to accommodate the Customer's connection to the system shall be reimbursed by the Customer to the Supplier. Payments will be amortized over a fifty (50) year term at a 7% annual rate of interest.

   b. Payment for capital costs shall commence on the Operation Date.

2. Customer shall reimburse Suppliers for its Capital equipment, engineering and management costs and fees for Phase II as follows:

   a. Costs associated with capital (i.e. chiller) and/or engineering/Trust project management fees shall be

amortized over a 20-year term at a 7% annual rate of interest.

b. Payment for expenses shall commence when Supplier notifies Customer that the system is capable of delivering chilled water to the Points of Delivery.

3. Customer shall owe Supplier the balance of all Capital Cost Reimbursements for Piping upon termination of this Agreement as outlined in Section 7.3

5.2 Charge Adjustments

Beginning in year 5, the Customer shall pay the Supplier for the services furnished hereunder at the rates in force at that time as specified in this Agreement and as determined annually based upon the following:

The Supplier will adjust the Monthly Chiller Charge to reflect any costs, expenses or increases thereof imposed by local government or private persons for right-of-way or other property uses required to extend, install, operate or maintain pipes, water lines and related facilities between the Chilled Water Facility and Customer's Facility, as well as increases in the Supplier's labor, fuel, operation, maintenance, environmental or other costs of providing Chilled Water Service reasonably needed to comply with Regulatory Mandated Change(s), including changes relating to the usage of refrigerants used by the Supplier in its Chilled Water Facility.

5.3 Metering

a. Metering equipment shall be installed at a single metering point as part of Phase I of this project and maintained by Supplier to permit determination of the amounts of Chilled Water Service delivered by the Supplier to the Customer. Meter installation shall include meters, equipment, sensors and ancillary equipment capable of measuring total chilled water usage.

b. As part of Phase II, Supplier will ensure that metering equipment shall be installed to measure total chilled water consumption for the entire chilled water facility by both Supplier and Customer. Meter installation shall include meters, equipment, sensors and ancillary equipment capable of measuring total chilled water usage.

c. All meters and sensors used to measure chilled water usage shall be inspected and calibrated by qualified personnel designated by the Supplier as part of Planned Maintenance whenever required by

local rule, regulation or code or there is reason to doubt the accuracy of readings. . The Customer may request inspection and calibration at any time but if in response to Customer's request the readings are within five percent (5%) accuracy, all the costs of such inspection and calibration shall be included as maintenance or repairs under the O & M calculation.

If any test shows a measuring inaccuracy, an appropriate adjustment shall be made in the Customer's bill for the month immediately preceding such discovery and shall continue until required repairs are made. Should meters fail to register at any time, deliveries during the period of failure shall be estimated based upon comparable billing periods past history and/or other similar Customer use.

ARTICLE 6

BILLING AND PAYMENT

6.1 Billing and Payment Terms. Supplier shall render bills for each month to Customer as soon as practicable after the end of the month. Supplier will bill on or after the first of each month and all charges and costs contemplated by this Agreement for the preceding month. Late payments shall bear interest of 1% per month from date payment was due. Bills shall be due and payable within thirty (30) days from the date of receipt. The payment date shall be the date of receipt by Supplier. All payments to Supplier shall be by check or by wire or electronic transfer to Supplier's account in a domestic bank as directed in writing by Supplier. Each bill shall include the Monthly Chiller Charge and any other charges due under this Agreement.

6.2 Billing Disputes. In the event of a dispute as to the amount of any bill, Customer shall notify Supplier of the amount in dispute and Customer shall pay to Supplier the total bill including the disputed amount. If the amount disputed is found to be an incorrect charge to Customer, those charges are to be reversed and deducted from the payment due for the following billing cycle. If staff is unable to resolve such dispute then it will be resolved pursuant to the dispute resolution procedure in Section 8.1 hereof.

6.3 Audit Rights. . Supplier shall provide or cause to be provided all Information that Customer may reasonably request to substantiate all billings, adjustment, and other matters pertaining to the performance of Supplier or its agents under this Agreement. Customer shall, upon written notice, have the right to audit, and Supplier shall make or cause to be made available any and all books and records of Supplier or its agents which relate to and are necessary for verification of charges or costs including invoices or amended invoices rendered in this

Agreement; calculations of the Monthly Chiller Charges, Service Charges and adjustments to any charges due hereunder for the Chilled Water Facility. Any audit shall, at the option of Customer and at Customer's sole expense be performed by designated employees, consultants, or agents of Customer that are experienced in utility practices. Upon request, Supplier will be entitled to review the complete audit report and any supporting materials.

ARTICLE 7

TERM, RENEWAL TERM AND EARLY TERMINATION

7.1 Term and Renewal

a. The Agreement shall become effective upon execution by the parties hereto and shall remain effective for a base term of forty (40) years from the Effective Date.

b. This Agreement shall be renewable upon the written agreement of the Parties for one (1) or more renewal terms whose aggregate number shall not exceed ten (10) years.

7.2 Default and Termination

a. Notice of Default Except in the event of any Default in the payment of money for which an invoice has issued hereunder provided for in section 6.2, neither party shall exercise any right or remedy provide for in this Agreement or allowed by law due to the occurrence of an Event of Default unless such Party shall have first given written notice thereof to the defaulting party and the defaulting Party shall have failed to cure the Default within thirty (30) days after receipt of such notice, provided, however, that if the Default consists of something (1) other than the failure to pay money or (2) which cannot reasonably be cured within thirty (30) days, the non-defaulting Party shall not exercise any such right or remedy if the defaulting Party begins promptly to cure the Default within the thirty (30) days after the notice thereof, and continues in good faith and with due diligence to completely cure said Default.

b. Events of Default by Supplier

(i) Supplier does not pay in full when due any and all sums due to Customer.

(ii) Supplier becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or offers a composition or settlement to creditors, or if a petition in bankruptcy or for reorganization, arrangement with creditors, composition, adjustment liquidation, dissolution, or similar relief under any federal or state law is filed by or against Supplier, or a bill in equity or other proceeding for the appointment or a receiver, trustee, liquidator custodian, conservator or similar official for any of Supplier's assets is commenced, or if any of the real or personal property of Supplier shall be levied upon by any sheriff, marshall or constable; provided, however, that any proceeding brought by anyone other than the Supplier under any bankruptcy, reorganization arrangement, insolvency, receivership or similar law shall not constitute a Default until such proceeding, decree, judgment or order has continued unstayed for more than sixty (60) consecutive days or upon the entry of an order for relief in any bankruptcy proceeding or a similar order confirming the propriety of such proceeding adverse to Supplier;

(iii) Substantial violation, failure to perform or breach of any material agreement, covenant or provision required to be performed or observed by Supplier under the terms of this Agreement.

c. Events of Default by Customer

(i) Customer does not pay in full when due any and all sums due to Supplier.

(ii) Customer becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or offers a composition or settlement to creditors, or if a petition in bankruptcy or for reorganization, arrangement with creditors, composition, adjustment, liquidation, dissolution, or similar relief under any federal or state law is filed by or against Customer, or a bill in equity or other proceeding for the appointment of a receiver, trustee, liquidator, custodian, conservator or similar official for any of Customer's assets is commenced, or if any of the real or personal property of Customer shall be levied upon by any sheriff, marshall or constable, provided, however, that any proceeding brought by anyone other than the Customer under any

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bankruptcy, reorganization arrangement, insolvency, receivership or similar law shall not constitute a Default until such proceeding, decree, judgment or order has continued unstayed for more than sixty consecutive days or upon the entry of an order for relief in any bankruptcy proceeding or a similar order confirming the propriety of such proceeding adverse to Customer.

(iii) Substantial violation, failure to perform or breach of any material agreement, covenant or provision required to be performed or observed by Customer under the terms of this Agreement other than those specified in the preceding subsections a. through c.

d. Remedies for Supplier's or Customer's Default in Performance. Upon the occurrence of an Event of Default and after having attempted to resolve disputes regarding such defaults as provided for hereunder, the non-defaulting party may exercise any and all remedies available to it, in law or in equity, including any rights to specific performance, but such non-defaulting party shall not be entitled to terminate this Agreement except as otherwise expressly provided in this Agreement.

7.3 Early Termination

Other than in accordance with paragraph 7.2, the Customer and the Supplier agree not to terminate this agreement for an initial term of five (5) years unless mutually agreed to in writing. After five years the following terms shall apply:

Termination by Supplier

Two years notice must be provided after the initial five-year term is honored by Supplier if the intent to terminate contract is pursued. Upon any termination by Supplier, the Customer shall have the option to PURCHASE said piping infrastructure for that portion of the 20" main and its spin offs beginning at the tie in by the Mailman Facility as shown in the drawings and specifications for the original principal remaining on all amortized loans. New principal is to be paid in equal yearly installments over a five-year period commencing at the end of the termination proceedings. For the aforementioned scenario, Customer after paying all terms, shall assume ownership of piping infrastructure, and claim zero ownership and responsibility for that portion of Capital Equipment

and immediate accessories that has been installed at the Chilled Water Facility on Suppliers site.

Termination by Customer

Two years notice must be provided after the initial five-year term is honored by Customer if the intent to terminate contract is pursued. Upon any termination by Customer, the Customer shall have to PURCHASE said piping infrastructure for that portion of the 20" main and its spin offs beginning at the tie in by the Mailman Facility as shown in the drawings and specifications for the original principal remaining on all amortized loans. New principal is to be paid in equal yearly installments over a five-year period commencing at the end of the termination proceedings. For the aforementioned scenario, Customer after paying all terms, shall assume ownership of piping infrastructure, and claim zero ownership and responsibility for that portion of Capital Equipment and immediate accessories that has been installed at the Chilled Water Facility on Suppliers site.

ARTICLE 8

DISPUTE RESOLUTION

8.1 Dispute Resolution. The Parties shall make all reasonable efforts to amicably resolve any dispute that may arise under this Agreement in the first instance through their respective representatives. When one (1) Party notifies the other of the existence of such dispute, and within a period of not more than fifteen (15) days from the notice. In the event that the PHT and the University of Miami personnel charged with the responsibility of administering the Chilled Water Project are unable to resolve an issue(s) related to the Chilled Water Project, then the matter will be forwarded to the Senior Leadership of the respective organizations (President of the PHT and Dean of the School of Medicine) for resolution.

ARTICLE 9

MISCELLANEOUS

9.1 Force Majeure. If either Party hereto should be delayed in or prevented from performing or carrying out any of the agreements, covenants, and obligations made by and imposed upon said Party by this Agreement, by reason of an Event of Force Majeure, then and in such case or cases, and to the degree to which it

has been affected by said Force Mejeure, the affected Party shall be excused without cost, liability or expense (including consequential damages or the cost of replacement chilled water) to the other, for failure or delay in performance of any obligation set for in this Agreement except the obligation to pay money when due, and in the event of a delay, all times of performance shall be extended by a period equal to the time lost solely by reason of such delay; provided, however, that the affected Party shall use due and practicable diligence to remove the cause or causes thereof, and provided, further, that neither Party nor its suppliers shall be required by the foregoing provisions to settle a labor action, legal action or administrative proceeding except when in its sole discretion, such a settlement seems advisable. The affected Party shall give notice to the other Party in writing of the Force Majeure within fifteen (15) days from the date the affected Party becomes aware of the Force Majeure event. The failure to give such notice shall not prevent the affected Party from claiming Force Majeure but shall entitle the other Party to such remedy as may be available at law or in equity (except termination of this Agreement) as a result of such failure to the extent of any actual prejudice.

9.2 Indemnification

(a) Customer agrees to indemnify and save harmless and defend Supplier against all claims, demands, damages, fees, fines, costs or expenses (including attorneys fees and costs associated with the defense of such claims) for loss, damage or injury to persons or property arising from its use of Capacity or associated Chilled Water sold under this agreement, which loss, damage or injury has occurred on property, equipment or facilities owned or controlled by Customer at or beyond the Point of Delivery by Customer, unless such claim or demand shall have arisen out of or resulted from the negligence or willful misconduct of Supplier, its agents, servants or employees.

(b) To the extent permitted by law for entities with sovereign immunity, defend Customer against all claims, demands, damages, fees, fines, costs, or expenses (including attorneys fees and costs associated with the defense of such claims) for loss, damage, or injury to persons or property, in any manner directly or indirectly connected with or growing out of the production, distribution or use of Capacity or associated Chilled Water sold under this Agreement, which loss, damage or injury has occurred or is alleged to have occurred on the Chilled Water System owned or controlled by Supplier prior to the delivery of such Chilled Water to the Point of Delivery, or from the provision of any services by Supplier, its contractors, subcontractors or agents, unless such claim or demand shall have arisen out of or resulted from the negligence or willful misconduct of Customer, its agents, servants, or employees.

9.3 Waiver. No failure on the part of a Party to exercise, and no delay in by a Party or any right hereunder with respect to any matter or default arising in connection with this Agreement shall be considered a waiver with respect to any subsequent matters or default.

9.4 Notices. Any notice, demand or request required or authorized by this Agreement shall be in writing and shall be deemed properly given if mailed postage prepaid to the person holding the title listed below, or its substantive equivalent:

If to Supplier	Public Health Trust of Dade County
Attn.	
Title.	Vice President, Plant Operations
Telephone.	305-585-1302
Facsimile.	305 324-1305
If to Customer	University of Miami
Attn.	Victor J. Atherton
Title.	Associate Vice President, Facilities Administration
Telephone.	(305) 284-6859
Facsimile.	(305) 284-4298

AND

Attn.	Anthony Kaniewski
Title.	Director, Facilities Administration (Medical)
Telephone.	(305) 243-4721
Facsimile.	(305) 243-6996

9.5 Severability. If it should be determined that any provisions of this Agreement is illegal, invalid or non-performable under any current or future legislation or because of any Governmental Entity, (1) the said term or provisions shall independently severable, (2) this Agreement shall be interpreted and performed as if such illegal, invalid, or non-performable provisions had never been part of same, (3) the other provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or non-performable provision or by the severance thereof, and (4) the place of the illegal, invalid, or non-performable provision the Parties shall amend this Agreement by incorporating a legal, valid and performable provision that is as similar in its purpose as possible to the illegal, invalid, or non-performable provision.

9.6 Amendments. This Agreement shall not be amended, changed, altered, or modified except by a written instrument duly executed by an authorized representative of each Party.

9.7 Execution in Counterparts. This Agreement be executed by the Parties in separate counterparts, each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

9.8 Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida, and, in the event that litigation arising thereunder is initiated by either party, the venue of such litigation shall be in Dade County, Florida.

9.9 Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

9.10 Survival. Upon the expiration or termination of this Agreement, the obligations of the Parties hereunder to make payments when due for services rendered prior thereto, for Supplier to occupy the Site, the obligations set forth in Article 5, Section 9.1, and 10.3, and other such terms which by their very nature survive shall survive such expiration or termination of this Agreement.

9.11 Authority. Each Party represents to the other that as to such party the execution, delivery and performance of this Agreement and the authority of the person signing on behalf thereof have been duly authorized by all requisite corporate or organizational action, if necessary.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be executed by their fully authorized officers, and copies delivered to each Party, as of the date first set forth above.

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BY CUSTOMER:

University of Miami

Date: 11 Sept 00

By: _____
Victor J. Atherton
Associate Vice President
Facilities Administration

BY SUPPLIER:

Public Health Trust/Jackson Memorial Hospital

ATTEST:

_____
Secretary
Public Health Trust
Date

By: _____
Ira Clark, President
Public Health Trust
Date

_____ 9/28/00
Approved for sufficiency as to insurance and liability by the Administrator, Risk Management Jackson Memorial Hospital

_____ 9/14/00
Approved for legal form and sufficiency by the Miami-Dade County Attorneys Office

(agm\Chilled Water Services – FINAL – 8-31-00)

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SCHEDULE 2.01

AMEOIC SITE LEASE
Present Value of Future Rent Payments

PAYMENT DATE	YEAR	ANNUAL RENT	% due	Rent due	Application of $1,377,584 withheld by Jackson	
10/31/2005	1	$ 440,000	0%	$ -	$ -	
10/31/2006	2	452,452	0%	-	-	
10/31/2007	3	465,256	0%	-	-	
10/31/2008	4	478,423	50%	239,212	(239,212)	50% of rent due after third year, until receipt of Certificate of Occupancy
10/31/2009	5	491,963	100%	491,963	(491,963)	April, 17, 2009 - CO received; increase rent to 100%
10/31/2010	6	505,885	100%	505,885	-	
10/31/2011	7	520,202	100%	520,202	-	
10/31/2012	8	534,923	100%	534,923	-	
10/31/2013	9	550,062	100%	550,062	-	
10/31/2014	10	565,628	100%	565,628	-	
10/31/2015	11	581,636	100%	581,636	-	
10/31/2016	12	598,096	100%	598,096	-	
10/31/2017	13	615,022	100%	615,022	-	
10/31/2018	14	632,427	100%	632,427	-	
10/31/2019	15	650,325	100%	650,325	-	
10/31/2020	16	668,729	100%	668,729	-	
10/31/2021	17	687,654	100%	687,654	-	
10/31/2022	18	707,115	100%	707,115	-	
10/31/2023	19	727,126	100%	727,126	-	
10/31/2024	20	747,704	100%	747,704	-	
10/31/2025	21	768,864	100%	768,864	-	
10/31/2026	22	790,623	100%	790,623	-	
10/31/2027	23	812,997	100%	812,997	-	
10/31/2028	24	836,005	100%	836,005	-	
10/31/2029	25	859,664	100%	859,664	-	
10/31/2030	26	883,992	100%	883,992	-	
10/31/2031	27	909,009	100%	909,009	-	
10/31/2032	28	934,734	100%	934,734	-	
10/31/2033	29	961,187	100%	961,187	-	
10/31/2034	30	988,389	100%	988,389	-	
10/31/2035	31	1,016,360	100%	1,016,360	-	
10/31/2036	32	1,045,123	100%	1,045,123	-	
10/31/2037	33	1,074,700	100%	1,074,700	-	
10/31/2038	34	1,105,114	100%	1,105,114	-	
10/31/2039	35	1,136,389	100%	1,136,389	-	
10/31/2040	36	1,168,549	100%	1,168,549	-	
10/31/2041	37	1,201,619	100%	1,201,619	-	
10/31/2042	38	1,235,625	100%	1,235,625	-	
10/31/2043	39	1,270,593	100%	1,270,593	-	
10/31/2044	40	1,306,551	100%	1,306,551	-	
10/31/2045	41	1,343,526	100%	1,343,526	-	
~~10/31/2046~~	~~42~~	~~1,381,548~~	~~100%~~	~~1,381,548~~	-	
10/31/2047	43	1,420,646	100%	1,420,646	-	
10/31/2048	44	1,460,850	100%	1,460,850	-	
10/31/2049	45	1,502,192	100%	1,502,192	-	
10/31/2050	46	1,544,704	100%	1,544,704	-	
10/31/2051	47	1,588,419	100%	1,588,419	-	
10/31/2052	48	1,633,371	100%	1,633,371	-	
10/31/2053	49	1,679,596	100%	1,679,596	-	
10/31/2054	50	1,727,128	100%	1,727,128	-	
10/31/2055	51	1,776,006	100%	1,776,006	-	
10/31/2056	52	1,826,267	100%	1,826,267	-	
10/31/2057	53	1,877,950	100%	1,877,950	-	
10/31/2058	54	1,931,096	100%	1,931,096	-	
10/31/2059	55	1,985,747	100%	1,985,747	-	
10/31/2060	56	2,041,943	100%	2,041,943	-	
10/31/2061	57	2,099,730	100%	2,099,730	-	
10/31/2062	58	2,159,152	100%	2,159,152	-	
10/31/2063	59	2,220,257	100%	2,220,257	-	
10/31/2064	60	2,283,090	100%	2,283,090	-	
10/31/2065	61	2,347,701	100%	2,347,701	-	
10/31/2066	62	2,414,141	100%	2,414,141	-	
10/31/2067	63	2,482,461	100%	2,482,461	-	
10/31/2068	64	2,552,715	100%	2,552,715	-	
10/31/2069	65	2,624,957	100%	2,624,957	-	
10/31/2070	66	2,699,243	100%	2,699,243	-	
10/31/2071	67	2,775,632	100%	2,775,632	-	
10/31/2072	68	2,854,182	100%	2,854,182	-	
10/31/2073	69	2,934,955	100%	2,934,955	-	
10/31/2074	70	3,018,015	100%	3,018,015	-	
10/31/2075	71	3,103,424	100%	3,103,424	-	
10/31/2076	72	3,191,251	100%	3,191,251	-	
10/31/2077	73	3,281,564	100%	3,281,564	-	
10/31/2078	74	3,374,432	100%	3,374,432	-	
10/31/2079	75	3,469,929	100%	3,469,929	-	

September 30, 2010 Present Value of
Future Lease Payments Using a 5.5% Discount Rate $14,193,208

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SCHEDULE 3.01

				Interest Rate	7.00%			
				Loan Amount	1,116,078.00			
				Period (Years)	50			
	Pmt Due	Principal	Interest	Total Pmt	Balance	FY	Principal	Interest
		204.86						
1	03/01/00	204.86	6,510.46	6,715.31	1,115,873.14			
2	04/01/00	206.05	6,509.26	6,715.31	1,115,667.09			
3	05/01/00	207.25	6,508.06	6,715.31	1,115,459.84	FY-00 Total	618.16	19,527.77
4	06/01/00	208.46	6,506.85	6,715.31	1,115,251.37			
5	07/01/00	209.68	6,505.63	6,715.31	1,115,041.69			
6	08/01/00	210.90	6,504.41	6,715.31	1,114,830.79			
7	09/01/00	212.13	6,503.18	6,715.31	1,114,618.66			
8	10/01/00	213.37	6,501.94	6,715.31	1,114,405.29			
9	11/01/00	214.61	6,500.70	6,715.31	1,114,190.67			
10	12/01/00	215.87	6,499.45	6,715.31	1,113,974.81			
11	01/01/01	217.13	6,498.19	6,715.31	1,113,757.68			
12	02/01/01	218.39	6,496.92	6,715.31	1,113,539.29			
13	03/01/01	219.67	6,495.65	6,715.31	1,113,319.62			
14	04/01/01	220.95	6,494.36	6,715.31	1,113,098.67			
15	05/01/01	222.24	6,493.08	6,715.31	1,112,876.43	FY-01 Total	2,583.40	78,000.35
16	06/01/01	223.53	6,491.78	6,715.31	1,112,652.90			
17	07/01/01	224.84	6,490.48	6,715.31	1,112,428.06			
18	08/01/01	226.15	6,489.16	6,715.31	1,112,201.92			
19	09/01/01	227.47	6,487.84	6,715.31	1,111,974.45			
20	10/01/01	228.79	6,486.52	6,715.31	1,111,745.65			
21	11/01/01	230.13	6,485.18	6,715.31	1,111,515.52			
22	12/01/01	231.47	6,483.84	6,715.31	1,111,284.05			
23	01/01/02	232.82	6,482.49	6,715.31	1,111,051.23			
24	02/01/02	234.18	6,481.13	6,715.31	1,110,817.05			
25	03/01/02	235.55	6,479.77	6,715.31	1,110,581.50			
26	04/01/02	236.92	6,478.39	6,715.31	1,110,344.58			
27	05/01/02	238.30	6,477.01	6,715.31	1,110,106.28	FY-02 Total	2,770.16	77,813.59
28	06/01/02	239.69	6,475.62	6,715.31	1,109,866.59			
29	07/01/02	241.09	6,474.22	6,715.31	1,109,625.50			
30	08/01/02	242.50	6,472.82	6,715.31	1,109,383.00			
31	09/01/02	243.91	6,471.40	6,715.31	1,109,139.09			
32	10/01/02	245.33	6,469.98	6,715.31	1,108,893.75			
33	11/01/02	246.77	6,468.55	6,715.31	1,108,646.99			
34	12/01/02	248.21	6,467.11	6,715.31	1,108,398.78			
35	01/01/03	249.65	6,465.66	6,715.31	1,108,149.13			
36	02/01/03	251.11	6,464.20	6,715.31	1,107,898.02			
37	03/01/03	252.57	6,462.74	6,715.31	1,107,645.45			
38	04/01/03	254.05	6,461.27	6,715.31	1,107,391.40			
39	05/01/03	255.53	6,459.78	6,715.31	1,107,135.87	FY-03 Total	2,970.41	77,613.34
40	06/01/03	257.02	6,458.29	6,715.31	1,106,878.85			
41	07/01/03	258.52	6,456.79	6,715.31	1,106,620.33			
42	08/01/03	260.03	6,455.29	6,715.31	1,106,360.30			
43	09/01/03	261.54	6,453.77	6,715.31	1,106,098.76			
44	10/01/03	263.07	6,452.24	6,715.31	1,105,835.69			
45	11/01/03	264.60	6,450.71	6,715.31	1,105,571.09			
46	12/01/03	266.15	6,449.16	6,715.31	1,105,304.94			
47	01/01/04	267.70	6,447.61	6,715.31	1,105,037.24			
48	02/01/04	269.26	6,446.05	6,715.31	1,104,767.98			
49	03/01/04	270.83	6,444.48	6,715.31	1,104,497.14			
50	04/01/04	272.41	6,442.90	6,715.31	1,104,224.73			
51	05/01/04	274.00	6,441.31	6,715.31	1,103,950.73	FY-04 Total	3,185.14	77,398.61
52	06/01/04	275.60	6,439.71	6,715.31	1,103,675.13			
53	07/01/04	277.21	6,438.10	6,715.31	1,103,397.92			
54	08/01/04	278.82	6,436.49	6,715.31	1,103,119.10			
55	09/01/04	280.45	6,434.86	6,715.31	1,102,838.65			
56	10/01/04	282.09	6,433.23	6,715.31	1,102,556.56			
57	11/01/04	283.73	6,431.58	6,715.31	1,102,272.83			
58	12/01/04	285.39	6,429.92	6,715.31	1,101,987.44			
59	01/01/05	287.05	6,428.26	6,715.31	1,101,700.39			
60	02/01/05	288.73	6,426.59	6,715.31	1,101,411.66			
61	03/01/05	290.41	6,424.90	6,715.31	1,101,121.25			
62	04/01/05	292.11	6,423.21	6,715.31	1,100,829.14			
63	05/01/05	293.81	6,421.50	6,715.31	1,100,535.33	FY-05 Total	3,415.40	77,168.35
64	06/01/05	[illegible]	[illegible]	[illegible]	[illegible]			

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				Interest Rate	7.00%				
				Loan Amount	1,116,078.00				
				Period (Years)	50				
	Pmt Due	Principal	Interest	Total Pmt	Balance		FY	Principal	Interest
66	08/01/05	298.98	6,416.33	6,715.31	1,099,643.58				
67	09/01/05	300.72	6,414.59	6,715.31	1,099,342.86				
68	10/01/05	302.48	6,412.83	6,715.31	1,099,040.38				
69	11/01/05	304.24	6,411.07	6,715.31	1,098,736.14				
70	12/01/05	306.02	6,409.29	6,715.31	1,098,430.12				
71	01/01/06	307.80	6,407.51	6,715.31	1,098,122.31				
72	02/01/06	309.60	6,405.71	6,715.31	1,097,812.72				
73	03/01/06	311.40	6,403.91	6,715.31	1,097,501.31				
74	04/01/06	313.22	6,402.09	6,715.31	1,097,188.09				
75	05/01/06	315.05	6,400.26	6,715.31	1,096,873.04		FY-06 Total	3,662.29	76,921.46
76	06/01/06	316.89	6,398.43	6,715.31	1,096,556.15				
77	07/01/06	318.73	6,396.58	6,715.31	1,096,237.42				
78	08/01/06	320.59	6,394.72	6,715.31	1,095,916.82				
79	09/01/06	322.46	6,392.85	6,715.31	1,095,594.36				
80	10/01/06	324.35	6,390.97	6,715.31	1,095,270.01				
81	11/01/06	326.24	6,389.08	6,715.31	1,094,943.78				
82	12/01/06	328.14	6,387.17	6,715.31	1,094,615.64				
83	01/01/07	330.05	6,385.26	6,715.31	1,094,285.58				
84	02/01/07	331.98	6,383.33	6,715.31	1,093,953.60				
85	03/01/07	333.92	6,381.40	6,715.31	1,093,619.69				
86	04/01/07	335.86	6,379.45	6,715.31	1,093,283.82				
87	05/01/07	337.82	6,377.49	6,715.31	1,092,946.00		FY-07 Total	3,927.04	76,656.71
88	06/01/07	339.79	6,375.52	6,715.31	1,092,606.20				
89	07/01/07	341.78	6,373.54	6,715.31	1,092,264.43				
90	08/01/07	343.77	6,371.54	6,715.31	1,091,920.66				
91	09/01/07	345.78	6,369.54	6,715.31	1,091,574.88				
92	10/01/07	347.79	6,367.52	6,715.31	1,091,227.09				
93	11/01/07	349.82	6,365.49	6,715.31	1,090,877.27				
94	12/01/07	351.86	6,363.45	6,715.31	1,090,525.41				
95	01/01/08	353.91	6,361.40	6,715.31	1,090,171.49				
96	02/01/08	355.98	6,359.33	6,715.31	1,089,815.51				
97	03/01/08	358.06	6,357.26	6,715.31	1,089,457.46				
98	04/01/08	360.14	6,355.17	6,715.31	1,089,097.32				
99	05/01/08	362.24	6,353.07	6,715.31	1,088,735.07		FY-08 Total	4,210.93	76,372.82
100	06/01/08	364.36	6,350.95	6,715.31	1,088,370.71				
101	07/01/08	366.48	6,348.83	6,715.31	1,088,004.23				
102	08/01/08	368.62	6,346.69	6,715.31	1,087,635.61				
103	09/01/08	370.77	6,344.54	6,715.31	1,087,264.84				
104	10/01/08	372.93	6,342.38	6,715.31	1,086,891.90				
105	11/01/08	375.11	6,340.20	6,715.31	1,086,516.79				
106	12/01/08	377.30	6,338.01	6,715.31	1,086,139.49				
107	01/01/09	379.50	6,335.81	6,715.31	1,085,760.00				
108	02/01/09	381.71	6,333.60	6,715.31	1,085,378.28				
109	03/01/09	383.94	6,331.37	6,715.31	1,084,994.34				
110	04/01/09	386.18	6,329.13	6,715.31	1,084,608.17				
111	05/01/09	388.43	6,326.88	6,715.31	1,084,219.73		FY-09 Total	4,515.34	76,068.41
112	06/01/09	390.70	6,324.62	6,715.31	1,083,829.04				
113	07/01/09	392.98	6,322.34	6,715.31	1,083,436.06				
114	08/01/09	395.27	6,320.04	6,715.31	1,083,040.79				
115	09/01/09	397.57	6,317.74	6,715.31	1,082,643.22				
116	10/01/09	399.89	6,315.42	6,715.31	1,082,243.32				
117	11/01/09	402.23	6,313.09	6,715.31	1,081,841.10				
118	12/01/09	404.57	6,310.74	6,715.31	1,081,436.52				
119	01/01/10	406.93	6,308.38	6,715.31	1,081,029.59				
120	02/01/10	409.31	6,306.01	6,715.31	1,080,620.29				
121	03/01/10	411.69	6,303.62	6,715.31	1,080,208.59				
122	04/01/10	414.10	6,301.22	6,715.31	1,079,794.50				
123	05/01/10	416.51	6,298.80	6,715.31	1,079,377.98		FY-10 Total	4,841.75	75,742.00
124	06/01/10	418.94	6,296.37	6,715.31	1,078,959.04				
125	07/01/10	421.38	6,293.93	6,715.31	1,078,537.66				
126	08/01/10	423.84	6,291.47	6,715.31	1,078,113.82				
127	09/01/10	426.32	6,289.00	6,715.31	1,077,687.50		--- End of JMH FY-10		
128	10/01/10	428.80	6,286.51	6,715.31	1,077,258.70				
129	11/01/10	431.30	6,284.01	6,715.31	1,076,827.39				
130	12/01/10	433.82	6,281.49	6,715.31	1,076,393.58				

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				Interest Rate	7.00%				
				Loan Amount	1,116,078.00				
				Period (Years)	50				
	Pmt Due	Principal	Interest	Total Pmt	Balance		FY	Principal	Interest
132	02/01/11	438.90	6,276.42	6,715.31	1,075,518.33				
133	03/01/11	441.46	6,273.86	6,715.31	1,075,076.87				
134	04/01/11	444.03	6,271.28	6,715.31	1,074,632.84				
135	05/01/11	446.62	6,268.69	6,715.31	1,074,186.22				
136	06/01/11	449.23	6,266.09	6,715.31	1,073,737.00				
137	07/01/11	451.85	6,263.47	6,715.31	1,073,285.15				
138	08/01/11	454.48	6,260.83	6,715.31	1,072,830.67				
139	09/01/11	457.13	6,258.18	6,715.31	1,072,373.53				
140	10/01/11	459.80	6,255.51	6,715.31	1,071,913.73				
141	11/01/11	462.48	6,252.83	6,715.31	1,071,451.25				
142	12/01/11	465.18	6,250.13	6,715.31	1,070,986.07				
143	01/01/12	467.89	6,247.42	6,715.31	1,070,518.18				
144	02/01/12	470.62	6,244.69	6,715.31	1,070,047.55				
145	03/01/12	473.37	6,241.94	6,715.31	1,069,574.19				
146	04/01/12	476.13	6,239.18	6,715.31	1,069,098.06				
147	05/01/12	478.91	6,236.41	6,715.31	1,068,619.15				
148	06/01/12	481.70	6,233.61	6,715.31	1,068,137.45				
149	07/01/12	484.51	6,230.80	6,715.31	1,067,652.94				
150	08/01/12	487.34	6,227.98	6,715.31	1,067,165.60				
151	09/01/12	490.18	6,225.13	6,715.31	1,066,675.42				
152	10/01/12	493.04	6,222.27	6,715.31	1,066,182.38				
153	11/01/12	495.92	6,219.40	6,715.31	1,065,686.47				
154	12/01/12	498.81	6,216.50	6,715.31	1,065,187.66				
155	01/01/13	501.72	6,213.59	6,715.31	1,064,685.94				
156	02/01/13	504.64	6,210.67	6,715.31	1,064,181.30				
157	03/01/13	507.59	6,207.72	6,715.31	1,063,673.71				
158	04/01/13	510.55	6,204.76	6,715.31	1,063,163.16				
159	05/01/13	513.53	6,201.79	6,715.31	1,062,649.63				
160	06/01/13	516.52	6,198.79	6,715.31	1,062,133.11				
161	07/01/13	519.54	6,195.78	6,715.31	1,061,613.57				
162	08/01/13	522.57	6,192.75	6,715.31	1,061,091.01				
163	09/01/13	525.61	6,189.70	6,715.31	1,060,565.39				
164	10/01/13	528.68	6,186.63	6,715.31	1,060,036.71				
165	11/01/13	531.76	6,183.55	6,715.31	1,059,504.95				
166	12/01/13	534.87	6,180.45	6,715.31	1,058,970.08				
167	01/01/14	537.99	6,177.33	6,715.31	1,058,432.09				
168	02/01/14	541.13	6,174.19	6,715.31	1,057,890.97				
169	03/01/14	544.28	6,171.03	6,715.31	1,057,346.68				
170	04/01/14	547.46	6,167.86	6,715.31	1,056,799.23				
171	05/01/14	550.65	6,164.66	6,715.31	1,056,248.58				
172	06/01/14	553.86	6,161.45	6,715.31	1,055,694.71				
173	07/01/14	557.09	6,158.22	6,715.31	1,055,137.62				
174	08/01/14	560.34	6,154.97	6,715.31	1,054,577.28				
175	09/01/14	563.61	6,151.70	6,715.31	1,054,013.67				
176	10/01/14	566.90	6,148.41	6,715.31	1,053,446.77				
177	11/01/14	570.21	6,145.11	6,715.31	1,052,876.56				
178	12/01/14	573.53	6,141.78	6,715.31	1,052,303.03				
179	01/01/15	576.88	6,138.43	6,715.31	1,051,726.15				
180	02/01/15	580.24	6,135.07	6,715.31	1,051,145.91				
181	03/01/15	583.63	6,131.68	6,715.31	1,050,562.28				
182	04/01/15	587.03	6,128.28	6,715.31	1,049,975.25				
183	05/01/15	590.46	6,124.86	6,715.31	1,049,384.79				
184	06/01/15	593.90	6,121.41	6,715.31	1,048,790.89				
185	07/01/15	597.37	6,117.95	6,715.31	1,048,193.52				
186	08/01/15	600.85	6,114.46	6,715.31	1,047,592.67				
187	09/01/15	604.36	6,110.96	6,715.31	1,046,988.32				
188	10/01/15	607.88	6,107.43	6,715.31	1,046,380.44				
189	11/01/15	611.43	6,103.89	6,715.31	1,045,769.01				
190	12/01/15	614.99	6,100.32	6,715.31	1,045,154.02				
191	01/01/16	618.58	6,096.73	6,715.31	1,044,535.44				
192	02/01/16	622.19	6,093.12	6,715.31	1,043,913.25				
193	03/01/16	625.82	6,089.49	6,715.31	1,043,287.43				
194	04/01/16	629.47	6,085.84	6,715.31	1,042,657.96				
195	05/01/16	633.14	6,082.17	6,715.31	1,042,024.82				
196	06/01/16	636.83	6,078.48	6,715.31	1,041,387.98				

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				Interest Rate	7.00%			
				Loan Amount	1,116,078.00			
				Period (Years)	50			
	Pmt Due	Principal	Interest	Total Pmt	Balance	FY	Principal	Interest
198	08/01/16	644.29	6,071.03	6,715.31	1,040,103.15			
199	09/01/16	648.04	6,067.27	6,715.31	1,039,455.11			
200	10/01/16	651.82	6,063.49	6,715.31	1,038,803.28			
201	11/01/16	655.63	6,059.69	6,715.31	1,038,147.65			
202	12/01/16	659.45	6,055.86	6,715.31	1,037,488.20			
203	01/01/17	663.30	6,052.01	6,715.31	1,036,824.91			
204	02/01/17	667.17	6,048.15	6,715.31	1,036,157.74			
205	03/01/17	671.06	6,044.25	6,715.31	1,035,486.68			
206	04/01/17	674.97	6,040.34	6,715.31	1,034,811.71			
207	05/01/17	678.91	6,036.40	6,715.31	1,034,132.79			
208	06/01/17	682.87	6,032.44	6,715.31	1,033,449.92			
209	07/01/17	686.85	6,028.46	6,715.31	1,032,763.07			
210	08/01/17	690.86	6,024.45	6,715.31	1,032,072.21			
211	09/01/17	694.89	6,020.42	6,715.31	1,031,377.32			
212	10/01/17	698.94	6,016.37	6,715.31	1,030,678.37			
213	11/01/17	703.02	6,012.29	6,715.31	1,029,975.35			
214	12/01/17	707.12	6,008.19	6,715.31	1,029,268.23			
215	01/01/18	711.25	6,004.06	6,715.31	1,028,556.98			
216	02/01/18	715.40	5,999.92	6,715.31	1,027,841.58			
217	03/01/18	719.57	5,995.74	6,715.31	1,027,122.01			
218	04/01/18	723.77	5,991.55	6,715.31	1,026,398.24			
219	05/01/18	727.99	5,987.32	6,715.31	1,025,670.26			
220	06/01/18	732.24	5,983.08	6,715.31	1,024,938.02			
221	07/01/18	736.51	5,978.81	6,715.31	1,024,201.51			
222	08/01/18	740.80	5,974.51	6,715.31	1,023,460.71			
223	09/01/18	745.12	5,970.19	6,715.31	1,022,715.58			
224	10/01/18	749.47	5,965.84	6,715.31	1,021,966.11			
225	11/01/18	753.84	5,961.47	6,715.31	1,021,212.27			
226	12/01/18	758.24	5,957.07	6,715.31	1,020,454.03			
227	01/01/19	762.66	5,952.65	6,715.31	1,019,691.36			
228	02/01/19	767.11	5,948.20	6,715.31	1,018,924.25			
229	03/01/19	771.59	5,943.72	6,715.31	1,018,152.66			
230	04/01/19	776.09	5,939.22	6,715.31	1,017,376.57			
231	05/01/19	780.62	5,934.70	6,715.31	1,016,595.96			
232	06/01/19	785.17	5,930.14	6,715.31	1,015,810.79			
233	07/01/19	789.75	5,925.56	6,715.31	1,015,021.04			
234	08/01/19	794.36	5,920.96	6,715.31	1,014,226.68			
235	09/01/19	798.99	5,916.32	6,715.31	1,013,427.69			
236	10/01/19	803.65	5,911.66	6,715.31	1,012,624.04			
237	11/01/19	808.34	5,906.97	6,715.31	1,011,815.70			
238	12/01/19	813.05	5,902.26	6,715.31	1,011,002.65			
239	01/01/20	817.80	5,897.52	6,715.31	1,010,184.85			
240	02/01/20	822.57	5,892.74	6,715.31	1,009,362.28			
241	03/01/20	827.37	5,887.95	6,715.31	1,008,534.92			
242	04/01/20	832.19	5,883.12	6,715.31	1,007,702.73			
243	05/01/20	837.05	5,878.27	6,715.31	1,006,865.68			
244	06/01/20	841.93	5,873.38	6,715.31	1,006,023.75			
245	07/01/20	846.84	5,868.47	6,715.31	1,005,176.91			
246	08/01/20	851.78	5,863.53	6,715.31	1,004,325.13			
247	09/01/20	856.75	5,858.56	6,715.31	1,003,468.38			
248	10/01/20	861.75	5,853.57	6,715.31	1,002,606.63			
249	11/01/20	866.77	5,848.54	6,715.31	1,001,739.86			
250	12/01/20	871.83	5,843.48	6,715.31	1,000,868.03			
251	01/01/21	876.92	5,838.40	6,715.31	999,991.11			
252	02/01/21	882.03	5,833.28	6,715.31	999,109.08			
253	03/01/21	887.18	5,828.14	6,715.31	998,221.91			
254	04/01/21	892.35	5,822.96	6,715.31	997,329.56			
255	05/01/21	897.56	5,817.76	6,715.31	996,432.00			
256	06/01/21	902.79	5,812.52	6,715.31	995,529.21			
257	07/01/21	908.06	5,807.25	6,715.31	994,621.15			
258	08/01/21	913.36	5,801.96	6,715.31	993,707.79			
259	09/01/21	918.68	5,796.63	6,715.31	992,789.11			
260	10/01/21	924.04	5,791.27	6,715.31	991,865.07			
261	11/01/21	929.43	5,785.88	6,715.31	990,935.63			

				Interest Rate	7.00%				
				Loan Amount	1,116,078.00				
				Period (Years)	50				
	Pmt Due	Principal	Interest	Total Pmt	Balance		FY	Principal	Interest
264	02/01/22	945.79	5,769.52	6,715.31	988,114.68				
265	03/01/22	951.31	5,764.00	6,715.31	987,163.37				
266	04/01/22	956.86	5,758.45	6,715.31	986,206.51				
267	05/01/22	962.44	5,752.87	6,715.31	985,244.07				
268	06/01/22	968.06	5,747.26	6,715.31	984,276.01				
269	07/01/22	973.70	5,741.61	6,715.31	983,302.31				
270	08/01/22	979.38	5,735.93	6,715.31	982,322.93				
271	09/01/22	985.10	5,730.22	6,715.31	981,337.83				
272	10/01/22	990.84	5,724.47	6,715.31	980,346.99				
273	11/01/22	996.62	5,718.69	6,715.31	979,350.37				
274	12/01/22	1,002.44	5,712.88	6,715.31	978,347.93				
275	01/01/23	1,008.28	5,707.03	6,715.31	977,339.65				
276	02/01/23	1,014.16	5,701.15	6,715.31	976,325.48				
277	03/01/23	1,020.08	5,695.23	6,715.31	975,305.40				
278	04/01/23	1,026.03	5,689.28	6,715.31	974,279.37				
279	05/01/23	1,032.02	5,683.30	6,715.31	973,247.36				
280	06/01/23	1,038.04	5,677.28	6,715.31	972,209.32				
281	07/01/23	1,044.09	5,671.22	6,715.31	971,165.23				
282	08/01/23	1,050.18	5,665.13	6,715.31	970,115.05				
283	09/01/23	1,056.31	5,659.00	6,715.31	969,058.74				
284	10/01/23	1,062.47	5,652.84	6,715.31	967,996.27				
285	11/01/23	1,068.67	5,646.64	6,715.31	966,927.60				
286	12/01/23	1,074.90	5,640.41	6,715.31	965,852.70				
287	01/01/24	1,081.17	5,634.14	6,715.31	964,771.53				
288	02/01/24	1,087.48	5,627.83	6,715.31	963,684.05				
289	03/01/24	1,093.82	5,621.49	6,715.31	962,590.23				
290	04/01/24	1,100.20	5,615.11	6,715.31	961,490.03				
291	05/01/24	1,106.62	5,608.69	6,715.31	960,383.40				
292	06/01/24	1,113.08	5,602.24	6,715.31	959,270.33				
293	07/01/24	1,119.57	5,595.74	6,715.31	958,150.76				
294	08/01/24	1,126.10	5,589.21	6,715.31	957,024.66				
295	09/01/24	1,132.67	5,582.64	6,715.31	955,891.99				
296	10/01/24	1,139.28	5,576.04	6,715.31	954,752.72				
297	11/01/24	1,145.92	5,569.39	6,715.31	953,606.79				
298	12/01/24	1,152.61	5,562.71	6,715.31	952,454.19				
299	01/01/25	1,159.33	5,555.98	6,715.31	951,294.86				
300	02/01/25	1,166.09	5,549.22	6,715.31	950,128.77				
301	03/01/25	1,172.89	5,542.42	6,715.31	948,955.87				
302	04/01/25	1,179.74	5,535.58	6,715.31	947,776.13				
303	05/01/25	1,186.62	5,528.69	6,715.31	946,589.52				
304	06/01/25	1,193.54	5,521.77	6,715.31	945,395.98				
305	07/01/25	1,200.50	5,514.81	6,715.31	944,195.47				
306	08/01/25	1,207.51	5,507.81	6,715.31	942,987.97				
307	09/01/25	1,214.55	5,500.76	6,715.31	941,773.42				
308	10/01/25	1,221.63	5,493.68	6,715.31	940,551.78				
309	11/01/25	1,228.76	5,486.55	6,715.31	939,323.02				
310	12/01/25	1,235.93	5,479.38	6,715.31	938,087.10				
311	01/01/26	1,243.14	5,472.17	6,715.31	936,843.96				
312	02/01/26	1,250.39	5,464.92	6,715.31	935,593.57				
313	03/01/26	1,257.68	5,457.63	6,715.31	934,335.89				
314	04/01/26	1,265.02	5,450.29	6,715.31	933,070.87				
315	05/01/26	1,272.40	5,442.91	6,715.31	931,798.47				
316	06/01/26	1,279.82	5,435.49	6,715.31	930,518.65				
317	07/01/26	1,287.29	5,428.03	6,715.31	929,231.36				
318	08/01/26	1,294.80	5,420.52	6,715.31	927,936.56				
319	09/01/26	1,302.35	5,412.96	6,715.31	926,634.21				
320	10/01/26	1,309.95	5,405.37	6,715.31	925,324.27				
321	11/01/26	1,317.59	5,397.72	6,715.31	924,006.68				
322	12/01/26	1,325.27	5,390.04	6,715.31	922,681.41				
323	01/01/27	1,333.00	5,382.31	6,715.31	921,348.40				
324	02/01/27	1,340.78	5,374.53	6,715.31	920,007.62				
325	03/01/27	1,348.60	5,366.71	6,715.31	918,659.02				
326	04/01/27	1,356.47	5,358.84	6,715.31	917,302.55				
327	05/01/27	1,364.38	5,350.93	6,715.31	915,938.17				

				Interest Rate	7.00%				
				Loan Amount	1,116,078.00				
				Period (Years)	50				
	Pmt Due	Principal	Interest	Total Pmt	Balance		FY	Principal	Interest
330	08/01/27	1,388.40	5,326.92	6,715.31	911,797.09				
331	09/01/27	1,396.50	5,318.82	6,715.31	910,400.59				
332	10/01/27	1,404.64	5,310.67	6,715.31	908,995.95				
333	11/01/27	1,412.84	5,302.48	6,715.31	907,583.11				
334	12/01/27	1,421.08	5,294.23	6,715.31	906,162.04				
335	01/01/28	1,429.37	5,285.95	6,715.31	904,732.67				
336	02/01/28	1,437.71	5,277.61	6,715.31	903,294.96				
337	03/01/28	1,446.09	5,269.22	6,715.31	901,848.87				
338	04/01/28	1,454.53	5,260.79	6,715.31	900,394.34				
339	05/01/28	1,463.01	5,252.30	6,715.31	898,931.33				
340	06/01/28	1,471.55	5,243.77	6,715.31	897,459.79				
341	07/01/28	1,480.13	5,235.18	6,715.31	895,979.66				
342	08/01/28	1,488.76	5,226.55	6,715.31	894,490.89				
343	09/01/28	1,497.45	5,217.86	6,715.31	892,993.44				
344	10/01/28	1,506.18	5,209.13	6,715.31	891,487.26				
345	11/01/28	1,514.97	5,200.34	6,715.31	889,972.29				
346	12/01/28	1,523.81	5,191.51	6,715.31	888,448.48				
347	01/01/29	1,532.70	5,182.62	6,715.31	886,915.78				
348	02/01/29	1,541.64	5,173.68	6,715.31	885,374.15				
349	03/01/29	1,550.63	5,164.68	6,715.31	883,823.52				
350	04/01/29	1,559.68	5,155.64	6,715.31	882,263.84				
351	05/01/29	1,568.77	5,146.54	6,715.31	880,695.07				
352	06/01/29	1,577.92	5,137.39	6,715.31	879,117.14				
353	07/01/29	1,587.13	5,128.18	6,715.31	877,530.02				
354	08/01/29	1,596.39	5,118.93	6,715.31	875,933.63				
355	09/01/29	1,605.70	5,109.61	6,715.31	874,327.93				
356	10/01/29	1,615.07	5,100.25	6,715.31	872,712.86				
357	11/01/29	1,624.49	5,090.83	6,715.31	871,088.37				
358	12/01/29	1,633.96	5,081.35	6,715.31	869,454.41				
359	01/01/30	1,643.50	5,071.82	6,715.31	867,810.92				
360	02/01/30	1,653.08	5,062.23	6,715.31	866,157.83				
361	03/01/30	1,662.73	5,052.59	6,715.31	864,495.11				
362	04/01/30	1,672.42	5,042.89	6,715.31	862,822.68				
363	05/01/30	1,682.18	5,033.13	6,715.31	861,140.50				
364	06/01/30	1,691.99	5,023.32	6,715.31	859,448.51				
365	07/01/30	1,701.86	5,013.45	6,715.31	857,746.65				
366	08/01/30	1,711.79	5,003.52	6,715.31	856,034.86				
367	09/01/30	1,721.78	4,993.54	6,715.31	854,313.08				
368	10/01/30	1,731.82	4,983.49	6,715.31	852,581.26				
369	11/01/30	1,741.92	4,973.39	6,715.31	850,839.34				
370	12/01/30	1,752.08	4,963.23	6,715.31	849,087.26				
371	01/01/31	1,762.30	4,953.01	6,715.31	847,324.95				
372	02/01/31	1,772.58	4,942.73	6,715.31	845,552.37				
373	03/01/31	1,782.92	4,932.39	6,715.31	843,769.45				
374	04/01/31	1,793.32	4,921.99	6,715.31	841,976.12				
375	05/01/31	1,803.79	4,911.53	6,715.31	840,172.34				
376	06/01/31	1,814.31	4,901.01	6,715.31	838,358.03				
377	07/01/31	1,824.89	4,890.42	6,715.31	836,533.14				
378	08/01/31	1,835.54	4,879.78	6,715.31	834,697.60				
379	09/01/31	1,846.24	4,869.07	6,715.31	832,851.36				
380	10/01/31	1,857.01	4,858.30	6,715.31	830,994.35				
381	11/01/31	1,867.85	4,847.47	6,715.31	829,126.50				
382	12/01/31	1,878.74	4,836.57	6,715.31	827,247.76				
383	01/01/32	1,889.70	4,825.61	6,715.31	825,358.06				
384	02/01/32	1,900.72	4,814.59	6,715.31	823,457.34				
385	03/01/32	1,911.81	4,803.50	6,715.31	821,545.53				
386	04/01/32	1,922.96	4,792.35	6,715.31	819,622.56				
387	05/01/32	1,934.18	4,781.13	6,715.31	817,688.38				
388	06/01/32	1,945.46	4,769.85	6,715.31	815,742.92				
389	07/01/32	1,956.81	4,758.50	6,715.31	813,786.11				
390	08/01/32	1,968.23	4,747.09	6,715.31	811,817.88				
391	09/01/32	1,979.71	4,735.60	6,715.31	809,838.17				
392	10/01/32	1,991.26	4,724.06	6,715.31	807,846.91				
393	11/01/32	2,002.87	4,712.44	6,715.31	805,844.04				
394	12/01/32	2,014.56	4,700.76	6,715.31	803,829.49				

				Interest Rate	7.00%				
				Loan Amount	1,116,078.00				
				Period (Years)	50				
	Pmt Due	Principal	Interest	Total Pmt	Balance		FY	Principal	Interest
396	02/01/33	2,038.13	4,677.19	6,715.31	799,765.05				
397	03/01/33	2,050.02	4,665.30	6,715.31	797,715.04				
398	04/01/33	2,061.97	4,653.34	6,715.31	795,653.06				
399	05/01/33	2,074.00	4,641.31	6,715.31	793,579.06				
400	06/01/33	2,086.10	4,629.21	6,715.31	791,492.96				
401	07/01/33	2,098.27	4,617.04	6,715.31	789,394.69				
402	08/01/33	2,110.51	4,604.80	6,715.31	787,284.18				
403	09/01/33	2,122.82	4,592.49	6,715.31	785,161.36				
404	10/01/33	2,135.20	4,580.11	6,715.31	783,026.15				
405	11/01/33	2,147.66	4,567.65	6,715.31	780,878.49				
406	12/01/33	2,160.19	4,555.12	6,715.31	778,718.30				
407	01/01/34	2,172.79	4,542.52	6,715.31	776,545.51				
408	02/01/34	2,185.46	4,529.85	6,715.31	774,360.05				
409	03/01/34	2,198.21	4,517.10	6,715.31	772,161.84				
410	04/01/34	2,211.04	4,504.28	6,715.31	769,950.80				
411	05/01/34	2,223.93	4,491.38	6,715.31	767,726.87				
412	06/01/34	2,236.91	4,478.41	6,715.31	765,489.97				
413	07/01/34	2,249.95	4,465.36	6,715.31	763,240.01				
414	08/01/34	2,263.08	4,452.23	6,715.31	760,976.93				
415	09/01/34	2,276.28	4,439.03	6,715.31	758,700.65				
416	10/01/34	2,289.56	4,425.75	6,715.31	756,411.09				
417	11/01/34	2,302.91	4,412.40	6,715.31	754,108.18				
418	12/01/34	2,316.35	4,398.96	6,715.31	751,791.83				
419	01/01/35	2,329.86	4,385.45	6,715.31	749,461.97				
420	02/01/35	2,343.45	4,371.86	6,715.31	747,118.52				
421	03/01/35	2,357.12	4,358.19	6,715.31	744,761.40				
422	04/01/35	2,370.87	4,344.44	6,715.31	742,390.53				
423	05/01/35	2,384.70	4,330.61	6,715.31	740,005.83				
424	06/01/35	2,398.61	4,316.70	6,715.31	737,607.21				
425	07/01/35	2,412.60	4,302.71	6,715.31	735,194.61				
426	08/01/35	2,426.68	4,288.64	6,715.31	732,767.93				
427	09/01/35	2,440.83	4,274.48	6,715.31	730,327.10				
428	10/01/35	2,455.07	4,260.24	6,715.31	727,872.03				
429	11/01/35	2,469.39	4,245.92	6,715.31	725,402.64				
430	12/01/35	2,483.80	4,231.52	6,715.31	722,918.84				
431	01/01/36	2,498.29	4,217.03	6,715.31	720,420.55				
432	02/01/36	2,512.86	4,202.45	6,715.31	717,907.69				
433	03/01/36	2,527.52	4,187.79	6,715.31	715,380.18				
434	04/01/36	2,542.26	4,173.05	6,715.31	712,837.92				
435	05/01/36	2,557.09	4,158.22	6,715.31	710,280.82				
436	06/01/36	2,572.01	4,143.30	6,715.31	707,708.82				
437	07/01/36	2,587.01	4,128.30	6,715.31	705,121.81				
438	08/01/36	2,602.10	4,113.21	6,715.31	702,519.70				
439	09/01/36	2,617.28	4,098.03	6,715.31	699,902.42				
440	10/01/36	2,632.55	4,082.76	6,715.31	697,269.87				
441	11/01/36	2,647.90	4,067.41	6,715.31	694,621.97				
442	12/01/36	2,663.35	4,051.96	6,715.31	691,958.62				
443	01/01/37	2,678.89	4,036.43	6,715.31	689,279.73				
444	02/01/37	2,694.51	4,020.80	6,715.31	686,585.22				
445	03/01/37	2,710.23	4,005.08	6,715.31	683,874.99				
446	04/01/37	2,726.04	3,989.27	6,715.31	681,148.94				
447	05/01/37	2,741.94	3,973.37	6,715.31	678,407.00				
448	06/01/37	2,757.94	3,957.37	6,715.31	675,649.06				
449	07/01/37	2,774.03	3,941.29	6,715.31	672,875.04				
450	08/01/37	2,790.21	3,925.10	6,715.31	670,084.83				
451	09/01/37	2,806.48	3,908.83	6,715.31	667,278.34				
452	10/01/37	2,822.86	3,892.46	6,715.31	664,455.49				
453	11/01/37	2,839.32	3,875.99	6,715.31	661,616.17				
454	12/01/37	2,855.88	3,859.43	6,715.31	658,760.28				
455	01/01/38	2,872.54	3,842.77	6,715.31	655,887.74				
456	02/01/38	2,889.30	3,826.01	6,715.31	652,998.44				
457	03/01/38	2,906.15	3,809.16	6,715.31	650,092.28				
458	04/01/38	2,923.11	3,792.20	6,715.31	647,169.17				
459	05/01/38	2,940.16	3,775.15	6,715.31	644,229.01				
460	06/01/38	2,957.31	3,758.00	6,715.31	641,271.70				

				Interest Rate	7.00%				
				Loan Amount	1,116,078.00				
				Period (Years)	50				
	Pmt Due	Principal	Interest	Total Pmt	Balance		FY	Principal	Interest
462	08/01/38	2,991.91	3,723.40	6,715.31	635,305.23				
463	09/01/38	3,009.37	3,705.95	6,715.31	632,295.87				
464	10/01/38	3,026.92	3,688.39	6,715.31	629,268.95				
465	11/01/38	3,044.58	3,670.74	6,715.31	626,224.37				
466	12/01/38	3,062.34	3,652.98	6,715.31	623,162.03				
467	01/01/39	3,080.20	3,635.11	6,715.31	620,081.83				
468	02/01/39	3,098.17	3,617.14	6,715.31	616,983.66				
469	03/01/39	3,116.24	3,599.07	6,715.31	613,867.42				
470	04/01/39	3,134.42	3,580.89	6,715.31	610,733.00				
471	05/01/39	3,152.70	3,562.61	6,715.31	607,580.30				
472	06/01/39	3,171.09	3,544.22	6,715.31	604,409.21				
473	07/01/39	3,189.59	3,525.72	6,715.31	601,219.61				
474	08/01/39	3,208.20	3,507.11	6,715.31	598,011.42				
475	09/01/39	3,226.91	3,488.40	6,715.31	594,784.50				
476	10/01/39	3,245.74	3,469.58	6,715.31	591,538.77				
477	11/01/39	3,264.67	3,450.64	6,715.31	588,274.10				
478	12/01/39	3,283.71	3,431.60	6,715.31	584,990.38				
479	01/01/40	3,302.87	3,412.44	6,715.31	581,687.51				
480	02/01/40	3,322.14	3,393.18	6,715.31	578,365.38				
481	03/01/40	3,341.51	3,373.80	6,715.31	575,023.87				
482	04/01/40	3,361.01	3,354.31	6,715.31	571,662.86				
483	05/01/40	3,380.61	3,334.70	6,715.31	568,282.25				
484	06/01/40	3,400.33	3,314.98	6,715.31	564,881.91				
485	07/01/40	3,420.17	3,295.14	6,715.31	561,461.75				
486	08/01/40	3,440.12	3,275.19	6,715.31	558,021.63				
487	09/01/40	3,460.19	3,255.13	6,715.31	554,561.44				
488	10/01/40	3,480.37	3,234.94	6,715.31	551,081.07				
489	11/01/40	3,500.67	3,214.64	6,715.31	547,580.40				
490	12/01/40	3,521.09	3,194.22	6,715.31	544,059.30				
491	01/01/41	3,541.63	3,173.68	6,715.31	540,517.67				
492	02/01/41	3,562.29	3,153.02	6,715.31	536,955.38				
493	03/01/41	3,583.07	3,132.24	6,715.31	533,372.30				
494	04/01/41	3,603.97	3,111.34	6,715.31	529,768.33				
495	05/01/41	3,625.00	3,090.32	6,715.31	526,143.33				
496	06/01/41	3,646.14	3,069.17	6,715.31	522,497.19				
497	07/01/41	3,667.41	3,047.90	6,715.31	518,829.78				
498	08/01/41	3,688.81	3,026.51	6,715.31	515,140.97				
499	09/01/41	3,710.32	3,004.99	6,715.31	511,430.65				
500	10/01/41	3,731.97	2,983.35	6,715.31	507,698.68				
501	11/01/41	3,753.74	2,961.58	6,715.31	503,944.95				
502	12/01/41	3,775.63	2,939.68	6,715.31	500,169.31				
503	01/01/42	3,797.66	2,917.65	6,715.31	496,371.65				
504	02/01/42	3,819.81	2,895.50	6,715.31	492,551.84				
505	03/01/42	3,842.09	2,873.22	6,715.31	488,709.75				
506	04/01/42	3,864.51	2,850.81	6,715.31	484,845.24				
507	05/01/42	3,887.05	2,828.26	6,715.31	480,958.19				
508	06/01/42	3,909.72	2,805.59	6,715.31	477,048.47				
509	07/01/42	3,932.53	2,782.78	6,715.31	473,115.94				
510	08/01/42	3,955.47	2,759.84	6,715.31	469,160.47				
511	09/01/42	3,978.54	2,736.77	6,715.31	465,181.93				
512	10/01/42	4,001.75	2,713.56	6,715.31	461,180.18				
513	11/01/42	4,025.09	2,690.22	6,715.31	457,155.08				
514	12/01/42	4,048.57	2,666.74	6,715.31	453,106.51				
515	01/01/43	4,072.19	2,643.12	6,715.31	449,034.32				
516	02/01/43	4,095.95	2,619.37	6,715.31	444,938.37				
517	03/01/43	4,119.84	2,595.47	6,715.31	440,818.53				
518	04/01/43	4,143.87	2,571.44	6,715.31	436,674.66				
519	05/01/43	4,168.04	2,547.27	6,715.31	432,506.62				
520	06/01/43	4,192.36	2,522.96	6,715.31	428,314.26				
521	07/01/43	4,216.81	2,498.50	6,715.31	424,097.45				
522	08/01/43	4,241.41	2,473.90	6,715.31	419,856.04				
523	09/01/43	4,266.15	2,449.16	6,715.31	415,589.89				
524	10/01/43	4,291.04	2,424.27	6,715.31	411,298.85				
525	11/01/43	4,316.07	2,399.24	6,715.31	406,982.78				
		[illegible]	[illegible]	6,715.31	402,641.53				

				Interest Rate	7.00%				
				Loan Amount	1,116,078.00				
				Period (Years)	50				
	Pmt Due	Principal	Interest	Total Pmt	Balance		FY	Principal	Interest
528	02/01/44	4,392.04	2,323.27	6,715.31	393,882.92				
529	03/01/44	4,417.66	2,297.65	6,715.31	389,465.26				
530	04/01/44	4,443.43	2,271.88	6,715.31	385,021.83				
531	05/01/44	4,469.35	2,245.96	6,715.31	380,552.48				
532	06/01/44	4,495.42	2,219.89	6,715.31	376,057.05				
533	07/01/44	4,521.65	2,193.67	6,715.31	371,535.41				
534	08/01/44	4,548.02	2,167.29	6,715.31	366,987.38				
535	09/01/44	4,574.55	2,140.76	6,715.31	362,412.83				
536	10/01/44	4,601.24	2,114.07	6,715.31	357,811.59				
537	11/01/44	4,628.08	2,087.23	6,715.31	353,183.51				
538	12/01/44	4,655.08	2,060.24	6,715.31	348,528.44				
539	01/01/45	4,682.23	2,033.08	6,715.31	343,846.21				
540	02/01/45	4,709.54	2,005.77	6,715.31	339,136.67				
541	03/01/45	4,737.02	1,978.30	6,715.31	334,399.65				
542	04/01/45	4,764.65	1,950.66	6,715.31	329,635.00				
543	05/01/45	4,792.44	1,922.87	6,715.31	324,842.56				
544	06/01/45	4,820.40	1,894.91	6,715.31	320,022.16				
545	07/01/45	4,848.52	1,866.80	6,715.31	315,173.65				
546	08/01/45	4,876.80	1,838.51	6,715.31	310,296.85				
547	09/01/45	4,905.25	1,810.06	6,715.31	305,391.60				
548	10/01/45	4,933.86	1,781.45	6,715.31	300,457.74				
549	11/01/45	4,962.64	1,752.67	6,715.31	295,495.10				
550	12/01/45	4,991.59	1,723.72	6,715.31	290,503.51				
551	01/01/46	5,020.71	1,694.60	6,715.31	285,482.80				
552	02/01/46	5,050.00	1,665.32	6,715.31	280,432.80				
553	03/01/46	5,079.45	1,635.86	6,715.31	275,353.35				
554	04/01/46	5,109.08	1,606.23	6,715.31	270,244.26				
555	05/01/46	5,138.89	1,576.42	6,715.31	265,105.37				
556	06/01/46	5,168.86	1,546.45	6,715.31	259,936.51				
557	07/01/46	5,199.02	1,516.30	6,715.31	254,737.49				
558	08/01/46	5,229.34	1,485.97	6,715.31	249,508.15				
559	09/01/46	5,259.85	1,455.46	6,715.31	244,248.30				
560	10/01/46	5,290.53	1,424.78	6,715.31	238,957.77				
561	11/01/46	5,321.39	1,393.92	6,715.31	233,636.38				
562	12/01/46	5,352.43	1,362.88	6,715.31	228,283.95				
563	01/01/47	5,383.66	1,331.66	6,715.31	222,900.29				
564	02/01/47	5,415.06	1,300.25	6,715.31	217,485.23				
565	03/01/47	5,446.65	1,268.66	6,715.31	212,038.58				
566	04/01/47	5,478.42	1,236.89	6,715.31	206,560.16				
567	05/01/47	5,510.38	1,204.93	6,715.31	201,049.78				
568	06/01/47	5,542.52	1,172.79	6,715.31	195,507.26				
569	07/01/47	5,574.85	1,140.46	6,715.31	189,932.41				
570	08/01/47	5,607.37	1,107.94	6,715.31	184,325.03				
571	09/01/47	5,640.08	1,075.23	6,715.31	178,684.95				
572	10/01/47	5,672.98	1,042.33	6,715.31	173,011.97				
573	11/01/47	5,706.08	1,009.24	6,715.31	167,305.89				
574	12/01/47	5,739.36	975.95	6,715.31	161,566.53				
575	01/01/48	5,772.84	942.47	6,715.31	155,793.69				
576	02/01/48	5,806.52	908.80	6,715.31	149,987.17				
577	03/01/48	5,840.39	874.93	6,715.31	144,146.78				
578	04/01/48	5,874.46	840.86	6,715.31	138,272.33				
579	05/01/48	5,908.72	806.59	6,715.31	132,363.60				
580	06/01/48	5,943.19	772.12	6,715.31	126,420.41				
581	07/01/48	5,977.86	737.45	6,715.31	120,442.55				
582	08/01/48	6,012.73	702.58	6,715.31	114,429.82				
583	09/01/48	6,047.81	667.51	6,715.31	108,382.02				
584	10/01/48	6,083.08	632.23	6,715.31	102,298.93				
585	11/01/48	6,118.57	596.74	6,715.31	96,180.36				
586	12/01/48	6,154.26	561.05	6,715.31	90,026.10				
587	01/01/49	6,190.16	525.15	6,715.31	83,835.94				
588	02/01/49	6,226.27	489.04	6,715.31	77,609.67				
589	03/01/49	6,262.59	452.72	6,715.31	71,347.08				
590	04/01/49	6,299.12	416.19	6,715.31	65,047.96				
591	05/01/49	6,335.87	379.45	6,715.31	58,712.10				

				Interest Rate	7.00%				
				Loan Amount	1,116,078.00				
				Period (Years)	50				
	Pmt Due	Principal	Interest	Total Pmt	Balance		FY	Principal	Interest
594	08/01/49	6,447.39	267.92	6,715.31	39,481.88				
595	09/01/49	6,485.00	230.31	6,715.31	32,996.88				
596	10/01/49	6,522.83	192.48	6,715.31	26,474.05				
597	11/01/49	6,560.88	154.43	6,715.31	19,913.17				
598	12/01/49	6,599.15	116.16	6,715.31	13,314.01				
599	01/01/50	6,637.65	77.67	6,715.31	6,676.37				
600	02/01/50	6,676.37	38.95	6,715.31	0.00				
Total		1,116,078.00	2,913,109.48	4,029,187.48			Thru UM FY-10	36,700.02	789,283.42