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

MEMORANDUM

Agenda Item No. 11(A)(6)

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

DATE: February 18, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving of and authorizing the County Mayor and the Public Health Trust to co-execute, pursuant to section 125.38, Florida Statutes, the First Amendment to Lease Agreement between Miami-Dade County, as lessor, and the University of Miami, a Florida not-for-profit corporation, as lessee, for County-owned property consisting of folio number 01-3135-065-0030; extending the term of the Lease to 2134, revising the terms and conditions of the Lease Agreement relating to the use, assignment, subletting, termination, default, insurance and other miscellaneous provisions; waiving requirements of Resolution Nos. R-64-16, R-1000-14 and R-407-19, as well as certain provisions of Implementing Order 8-4; authorizing the County Mayor to exercise any and all rights conferred therein, subject to this Board's approval of any lease termination, to enforce the terms thereof, and take all actions necessary to effectuate same; and authorizing the Public Health Trust to administer the terms of the Lease on behalf of the County

Resolution No. R-122-26

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

Geri Bonzon-Keenan
County Attorney

GBK/smm

MEMORANDUM
(Revised)

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

DATE: February 18, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(6)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Statement of social equity required**

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

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) _____) to approve**

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(6)
2-18-26

RESOLUTION NO. R-122-26

RESOLUTION APPROVING OF AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE AND THE PUBLIC HEALTH TRUST TO CO-EXECUTE, PURSUANT TO SECTION 125.38, FLORIDA STATUTES, THE FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY, AS LESSOR, AND THE UNIVERSITY OF MIAMI, A FLORIDA NOT-FOR-PROFIT CORPORATION, AS LESSEE, FOR COUNTY-OWNED PROPERTY CONSISTING OF FOLIO NUMBER 01-3135-065-0030; EXTENDING THE TERM OF THE LEASE TO 2134, REVISING THE TERMS AND CONDITIONS OF THE LEASE AGREEMENT RELATING TO THE USE, ASSIGNMENT, SUBLETTING, TERMINATION, DEFAULT, INSURANCE AND OTHER MISCELLANEOUS PROVISIONS; WAIVING REQUIREMENTS OF RESOLUTION NOS. R-64-16, R-1000-14 AND R-407-19, AS WELL AS CERTAIN PROVISIONS OF IMPLEMENTING ORDER 8-4; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN, SUBJECT TO THIS BOARD'S APPROVAL OF ANY LEASE TERMINATION, TO ENFORCE THE TERMS THEREOF, AND TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME; AND AUTHORIZING THE PUBLIC HEALTH TRUST TO ADMINISTER THE TERMS OF THE LEASE ON BEHALF OF THE COUNTY

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

WHEREAS, in 2005, the University of Miami ("University") entered into a ground lease ("Lease") with the County and the Public Health Trust, approved by this Board in Resolution No.

R-690-05, a copy of which Lease is attached hereto as Attachment "A," for the University to lease certain County-owned property (the "Property") for a term of 75 years, which Property is part of the designated facilities of the Public Health Trust; and

WHEREAS, the folio number for the Property is 01-3135-065-0030; and

WHEREAS, the University has constructed and currently operates the Biomedical Research Building on the Property; and

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

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

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

WHEREAS, specifically, this Amendment ("Amendment") would extend the term to September 30, 2134, expand the scope of the permitted use to include additional medical, healthcare, clinical care, research and medical education-related uses and ancillary and supporting uses for the community interest and welfare, revise the provisions related to assignment and subletting, termination and default, add a provision delegating to the County Mayor or County

Mayor's designee the right to approve and execute various customary instruments on behalf of the County, including utility easements, and would make additional miscellaneous revisions to the terms and conditions of the Lease; and

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

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

WHEREAS, the Property is located in County Commission District 3; and

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

WHEREAS, the Property was appraised by two independent appraisers holding an MAI designation; and

WHEREAS, the appraised market value of the Property, as of December 2025 and January 2026 respectively, is approximately $15,000,000.00 with an annual market rental value of $1,050,000.00, according to one appraisal, and approximately $20,900,000.00 with an annual market rental value of $1,149,984.00, according to a second appraisal; and

WHEREAS, the University's rent obligation under the Lease was based on appraised fair market value at the time of execution; and

WHEREAS, the University's rent obligation under the Lease will increase by 2.83 percent annually during and through the end of the extended term; and

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

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

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

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

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

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

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

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

WHEREAS, this Board desires to waive the requirements of Implementing Order 8-4 pertaining to this Lease extension, as it relates to: (i) the administrative review procedures and determinations made by the County Mayor and the County's People and Internal Operations Department and its Regulatory and Economic Resources Department, (ii) the requirement that the County's termination right in the lease for the tenant's failure to effectuate the purpose of the lease by a certain date be automatic, and (iii) the requirement to consult the County's Risk Management Division regarding the lease's insurance provisions; and

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

WHEREAS, the Director of Real Estate Services of the Trust will be monitoring compliance with the terms of this Lease; and

WHEREAS, this Board desires to accomplish the purposes outlined in the memorandum accompanying Resolution Number PHT - 059, a copy of which is attached hereto as Attachment "D",

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

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

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

Section 3. This Board hereby approves, pursuant to section 125.38, Florida Statutes, the terms of the First Amendment to Lease Agreement between Miami-Dade County, the University of Miami, and the Public Health Trust, for property consisting of folio number 01-3135-065-0030, in substantially the form attached hereto as Attachment "E," which includes extending the term of the Lease to 2134, revising the terms and conditions of the Lease relating to the use, assignment, subletting, termination, default, insurance and other miscellaneous provisions.

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

Section 5. This Board authorizes the County Mayor or County Mayor's designee and the Public Health Trust to co-execute the Second Amendment to Lease Agreement, in substantially the form attached hereto as Attachment "E," authorizes the County Mayor or County Mayor's designee to exercise any and all rights conferred therein, enforce the terms thereof, and take all actions necessary to effectuate same, provided, however, that in accordance with the terms of the Amendment, neither the County Mayor or County Mayor's designee, nor the Public Health Trust, may exercise any lease termination rights without separate approval of this Board.. This Board further delegates authority to the Public Health Trust and to act on behalf of the County in administering the terms of the Lease, including the authority to exercise any and all rights conferred therein and enforce the terms thereof, other than any rights reserved explicitly to the Board, and to take all actions appropriate to effectuate the Lease on behalf of the County. In accordance with Resolution No. R-684-25, the amendment delegates to the County Mayor or County Mayor's designee the authority to approve and execute non-exclusive utility easements for the provision of utility services, subject to: (i) compliance with Resolution No. R-504-15, (ii) the easements are no larger in size or scope than necessary for the construction, operation and maintenance of such utilities to service the development located thereon, and (iii) the easements do not allow the grantee of the easement to grant access to the easement to any other entity or individual other than the grantee.

Section 6. This Board directs the County Mayor or County Mayor's designee to provide the Property Appraiser of Miami-Dade County's Office with a copy of the executed Second Amendment to Lease within 30 days of execution. To the extent utility easements are conveyed in accordance with section 5 of this resolution, the County Mayor or County Mayor's

designee, pursuant to Resolution No. R-974-09, shall record the easement conveyances in the public records of the County and provide a recorded copy to the Clerk of the Board and the Property Appraiser of Miami-Dade County's Office within 30 days of execution.

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

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

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

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

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. KMM

Kevin M. Marker

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."

W I T N E S S E T H:

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").

Attachment A

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.

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.

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.

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: _____ 9/30/05
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)

Attachment A

(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:

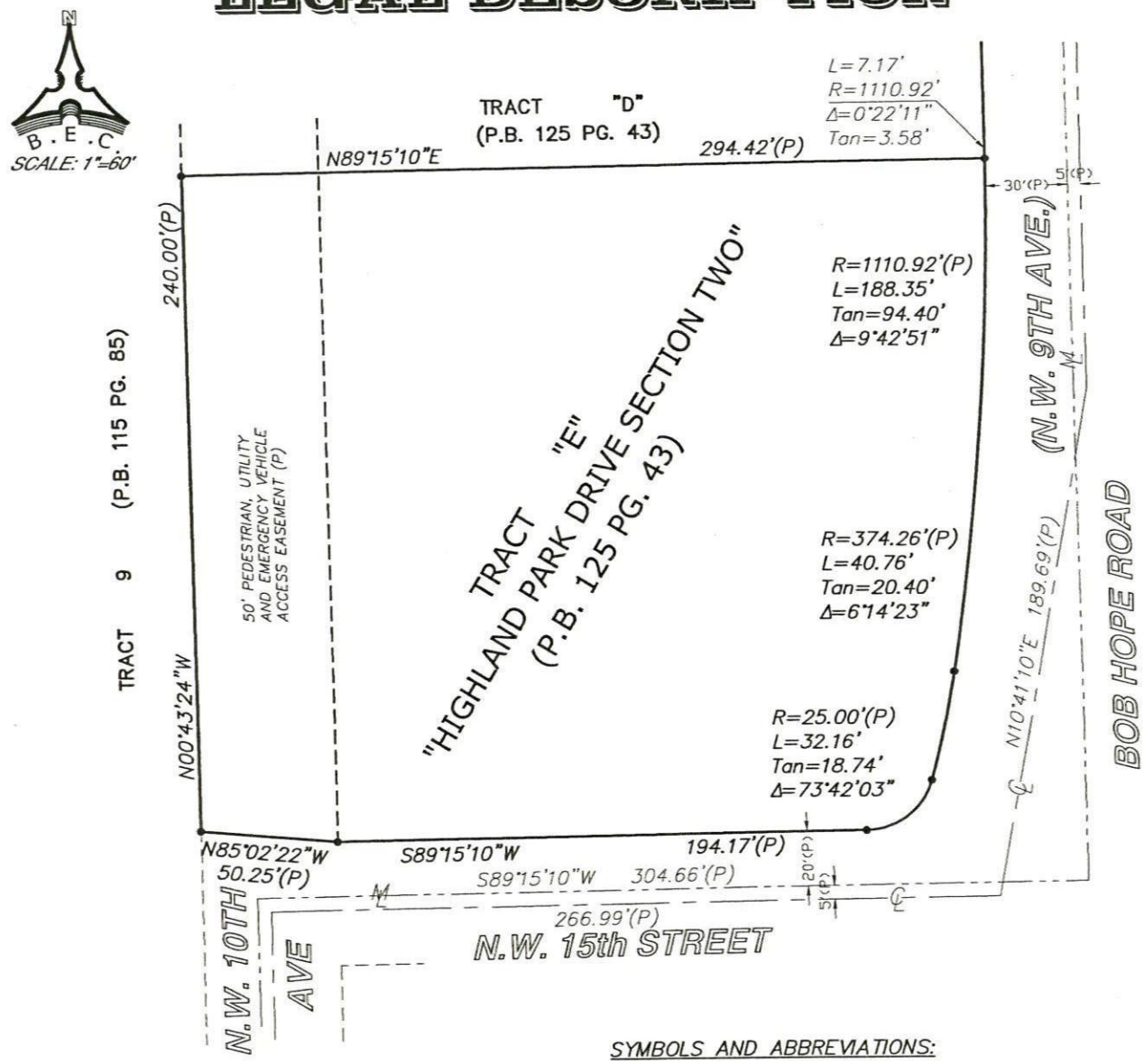
NOTARY PUBLIC STATE OF FLORIDA
OFFICIAL NOTARY SEAL
IVETTE CRUZ
COMMISSION NUMBER
DD074070
MY COMMISSION EXPIRES
DEC. 15,2005

Attachment A

EXHIBIT "A"

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*

F:\SURVEY\PROJECTS\77000's\77515-UM\dwg\77515-SKETCH TO ACCOMP.dwg 6/30/2005 12:26:27 PM EDT

Biscayne Engineering Company
FOUNDED 1898

BISCAYNE ENGINEERING COMPANY, INC.
Consulting Engineers · Planners Surveyors

MIAMI
529 WEST FLAGLER STREET
FLORIDA, 33130
PH: (305) 324-7671
FAX: (305) 324-0809

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

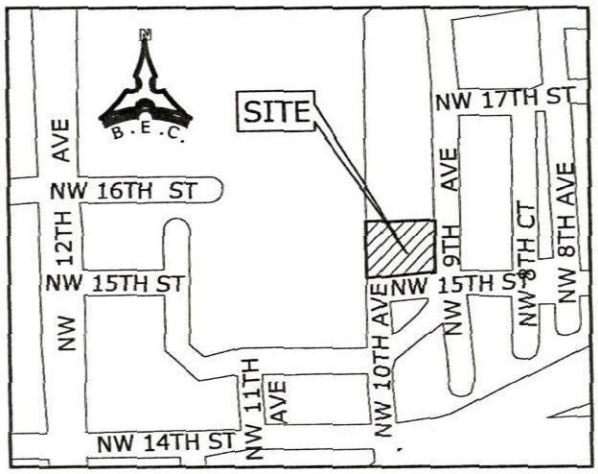
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

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.
529 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

F:\SURVEY\PROJECTS\77000's\77515-UM\dwg\77515-SKETCH TO ACCOMP.dwg 6/30/2005 12:26:27 PM EDT

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

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

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

November 19, 2025

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

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

Dear Mayor Cava:

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

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

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

Proposed Use and Development and Community Interest.

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

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

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

Community interest and welfare are advanced in multiple ways:

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

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

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

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

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

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

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

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

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

Request & Consideration

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

Sincerely,

Stephen C. Wooldridge
Chief Facilities Operations & Planning Officer

EXHIBIT "A"

SUBJECT PROPERTY

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

EXHIBIT "B"

HEALTHCORE305

HEALTHCORE305 LEASES

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

UNIVERSITY OF MIAMI

Information Classification: HIGHLY CONFIDENTIAL

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

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

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

OWNERSHIP DISCLOSURE AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

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

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

FURTHER AFFIANT SAYETH NOT.

Witness

RAYMOND REZOF
Print

Witness

Charles Gonzalez
Print

AFFIANT:

By: _____

Date: 1/15/26

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

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

_____ (SEAL)
Notary Public

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

NOTARY SEAL / STAMP

IBIS CARRERA
Notary Public - State of Florida
Commission # HH 434399
My Comm. Expires Aug 16, 2027
Bonded through National Notary Assn.

EXHIBIT "A"

SUBJECT PROPERTY

Site	Address	Folio
Schoninger	1450 NW 10th Avenue	01-3135-058-0030
Mailman & Debbie	1579 NW 12th Avenue	01-3135-043-0010
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Rosenstiel Tracts A&B	1600 NW 10th Avenue	01-3135-058-0010
Rosenstiel Tract C	1600 NW 10th Avenue	01-3135-058-0010

Jackson
HEALTH SYSTEM
Miracles made daily.

TO: Amadeo Lopez-Castro III, Chairman
and Members, Public Health Trust Board of Trustees

FROM: Daniel J. Chatlos
Director, Real Estate Services

DATE: December 19, 2025

RE: Amendments to Ground Leases Between Miami-Dade County, the Public Health Trust, and the University of Miami

---

Recommendation
Approval from the Board of Trustees ("Board") is requested to authorize the Chief Executive Officer or his designee to seek Miami-Dade County Board of County Commissioner ("Board of County Commissioner") approval to:

- Designate the county-owned properties consisting of Folio 01-3135-065-0030, 01-3135-058-0020 (Portion), and 01-3135-066-0010 ("County Properties") as surplus, and
- Amend, pursuant to Section 125.38, Florida Statutes, two (2) existing ground lease agreements ("County Ground Leases") between the Miami-Dade County ("County"), the Public Health Trust ("Trust") and the University of Miami ("University") as outlined herein.

Scope
The County Ground Leases allow the University to use the County Properties for the purposes of constructing and operating various medical and research facilities on the Jackson Memorial Medical Center campus. In order to implement a long-term facilities master plan, the University has requested that the County amend the County Ground Leases to: 1) extend the respective terms through September 30, 2134, 2) revise the permitted use of the County Properties to align with a long-term land use plan that was jointly developed by the University and the Trust, and 3) make required technical revisions ("County Ground Lease Amendments").

Fiscal Impact
The County Ground Lease Amendments would continue the University's existing rent payment obligations outlined in the respective County Ground Leases. The University will be required to pay annual rent in accordance with a rent schedule that was established by an independent appraiser at the time the County Ground Leases were initially executed in 2005 and 2006 respectively. The University's rent obligations will also continue to escalate annually by 2.83 percent through the extended term. Under the County Ground Lease Amendments, the University will continue to be responsible for all operating and maintenance costs associated with the University's use of the County Properties and for all costs associated with their future redevelopment.

Track Record/Monitor
If approved by this Board and the Board of County Commissioners, Trust Real Estate Services staff would manage the execution and recording of the County Ground Lease Amendments in collaboration with County and University staff.

Background
The University has constructed and currently operates the Biomedical Research Building and Sylvester Comprehensive Cancer Center ("University Facilities") on the County Properties under the terms of the two (2) County Ground Leases. A summary of the University Facilities and corresponding County Ground Leases is contained in the table below.

University Facilities	University Facilities Address	County Properties Folio	County Ground Lease Expiration
Biomedical Research Building	1501 NW 10 Avenue	01-3135-065-0030	2080
Sylvester Comprehensive Cancer Center	1121 NW 14 Street	01-3135-058-0020 (Portion) 01-3135-066-0010	2081

Over the past year, University and Trust staff have undertaken a joint master planning exercise to evaluate the current and future facility needs for the Health District. In the course of evaluating its existing facilities and future operational needs, the University has projected that a minimum $7 billion financial investment by the University is required to replace various facilities operated by the University on County-owned land.

To facilitate the required financial investment, the University has submitted an Application for Disposition of County-owned Property ("Application") to the County, as required by Miami-Dade County Implementing Order 8-4, requesting that the County amend the County Ground Leases as well as six (6) additional County ground leases under which the Trust is not a party, to: 1) extend the respective terms through September 30, 2134, 2) revise the permitted use to align with a long-term land use plan that was jointly developed by the University and the Trust, and 3) make technical revisions.

Trust staff has evaluated the Application as well as the Trust's current and future operational needs on the Jackson Memorial Medical Center campus and determined that the County Properties are not required for Trust purposes. Approval by the Board of County Commissioners is required to designate the County Properties as surplus and to amend the County Ground Leases as requested by the University.

Accordingly, Board approval is requested to authorize the Chief Executive Officer to seek Board of County Commissioner approval to 1) designate the County Properties as surplus; 2) amend, pursuant to Section 125.38, Florida Statutes, the County Ground Leases for the purposes outlined in this request and 3) authorize the Chief Executive Officer to execute the County Ground Lease Amendments on behalf of the Trust and to exercise any and all rights conferred therein.

Agenda Item: 5.c
Special Meeting Public Health Trust Board of Trustees
December 19, 2025

RESOLUTION NO. PHT - 059

RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER OR HIS DESIGNEE TO SEEK MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONER APPROVAL TO 1) DESIGNATE COUNTY-OWNED PROPERTIES CONSISTING OF FOLIOS 01-3135-065-0030, 01-3135-066-0010, AND A PORTION OF FOLIO 01-3135-058-0020 AS SURPLUS AND 2) AMEND, PURSUANT TO SECTION 125.38, FLORIDA STATUTES, TWO (2) EXISTING GROUND LEASES BETWEEN MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST, AND THE UNIVERSITY OF MIAMI; AND AUTHORIZING THE CHIEF EXECUTIVE OFFICER OR HIS DESIGNEE TO EXECUTE THE GROUND LEASE AMENDMENTS ON BEHALF OF THE PUBLIC HEALTH TRUST UPON APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS, TO TAKE ALL ACTION NECESSARY TO EFFECTUATE THE SAME AND EXERCISE ALL RIGHTS CONFERRED THEREIN, AND TO TAKE ALL FURTHER ACTIONS NECESSARY TO EFFECTUATE THE TRANSACTION AND THE PURPOSES OF THIS RESOLUTION

(Daniel J. Chatlos, Director, Real Estate Services, Jackson Health System)

WHEREAS, the University of Miami ("University") submitted an Application for Disposition of County Property to Miami-Dade County ("Application"), requesting to amend, pursuant to Section 125.38, Florida Statutes, two (2) existing ground leases ("County Ground Leases") between Miami-Dade County ("County"), the Public Health Trust ("Trust") and the University for County-owned property consisting of Folios 01-3135-065-0030, 01-3135-066-0010, and a portion of Folio 01-3135-058-0020 ("County Properties") as surplus;

WHEREAS, the University has constructed and currently operates the Biomedical Research Building and Sylvester Comprehensive Cancer Center ("University Facilities") on the County Properties;

WHEREAS, over the past year, University and Trust staff have undertaken a joint master planning exercise to evaluate the current and future facility needs for the Health District and the University has projected that a minimum $7 billion financial investment is required to replace various facilities operated by the University on County land; and

WHEREAS, in order to facilitate the required financial investment, the University desires to amend the County Ground Leases as well as six (6) additional County ground leases under which the Trust is not a party, to: 1) extend the respective terms through September 30, 2134, 2) revise the permitted use to align with a long-term land use plan that was jointly developed by the University and the Trust, and 3) make technical revisions ("County Ground Lease Amendments"); and

WHEREAS, pursuant to Section 125.38, Florida Statutes, the County is authorized to lease the County Properties to the University for public or community interest and welfare purposes if the Board of County Commissioners determines that the County Properties are not needed for County purposes; and

WHEREAS, Trust staff has reviewed the Application and determined that the County Properties are not required for Trust purposes; and

WHEREAS, it is recommended that the Board authorize the Chief Executive Officer or his designee to seek approval from the Board of County Commissioners to designate the County Properties as surplus and to amend the County Ground Leases as described herein; and

WHEREAS, the Chief Executive Officer of the Trust recommends approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board hereby approves the foregoing recitals.

Section 2. This Board hereby authorizes the Chief Executive Officer or his designee to seek Miami-Dade County Board of County Commissioner approval to 1) designate County-owned properties consisting of Folios 01-3135-065-0030, 01-3135-066,0010, and a portion of Folio 01-3135-058-0020 as surplus and 2) amend, pursuant to Section 125.38, Florida Statutes, two (2) existing ground leases between Miami-Dade County, the Public Health Trust, and the University of Miami as described herein.

Section 3. This Board authorizes the Chief Executive Officer or his designee to execute, upon approval by the Board of County Commissioners, the Ground Lease Amendments on behalf of the Trust, to take all action necessary to effectuate the same and exercise all rights conferred therein, and to take all further actions necessary to effectuate the transaction and the purposes of this resolution.

The foregoing resolution was offered by Mojdeh L. Khaghan and the motion was seconded by Walter T. Richardson as follows:

Amadeo Lopez-Castro, III	Aye
Carmen M. Sabater	Excused
Antonio L. Argiz	Aye
Senator Alexis Calatayud	Aye
Abigail Price-Williams	Aye
Walter T. Richardson	Aye
Mojdeh L. Khaghan	Aye

The Chairperson thereupon declared the resolution as duly passed and adopted this 19th. day of December 2025.

PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA

BY:_____
Mojdeh L. Khaghan, Secretary

Approved by the Miami-Dade County Attorney's Office as to form
And legal sufficiency _____

FIRST AMENDMENT TO LEASE AGREEMENT
(BRB)

This FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") is entered into as of _____, 2026 ("Amendment Date"), by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "County") which by and through the Public Health Trust of Miami-Dade County operates and maintains the Jackson Memorial Medical Center, and the UNIVERSITY OF MIAMI, a Florida not-for-profit corporation ("University") and, for the purposes of joining this Amendment to acknowledge its obligations herein, the PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY FLORIDA, an agency and instrumentality of Miami-Dade County, Florida ("Public Health Trust" or "Trust" and, together with the County and University, the "Parties").

RECITALS

A. The Parties have entered into that certain Lease Agreement dated October 31, 2005 ("Lease" or "Agreement") for the lease of certain land more particularly described therein ("Leased Premises" or "Property"). The Term of the Lease ("Term") expires on October 31, 2080, and the Annual Rent for the entire Term was deemed paid in full pursuant to that certain Agreement dated November 18, 2010 between the Parties (as referenced in Resolution No. R-690-10, adopted by the Board of County Commissioners of Miami-Dade County).

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

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

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

2. Lease Amendments.

2.1 The Building. The second Whereas clause of the Lease is deleted and replaced as follows: "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") as well as a facility or facilities to be used for the uses described in Article 4."

2.2 Term. The Term of the Lease shall be extended and shall expire on September 30, 2134. Beginning on November 1, 2080, Annual Rent shall be payable by the University at the rate of 100% of the Annual Rent amount listed for year 75 in the Lease's Rent

Schedule plus a 2.83% increase, and shall continue to increase at the rate of 2.83% annually during the aforementioned extended term, in accordance with Article 2 and Exhibit B of the Lease.

2.3 Use. The following is added to Article 4A of the Lease:

> "The University may use the Property for additional medical, healthcare, clinical care, research and medical education-related uses for the community interest and welfare including without limitation medical school facilities, multispecialty medical practices, offices, hospital facilities, urgent care centers, and emergency departments, as outlined in the preliminary Master Facility Plan for the University's campus adjacent to Jackson Memorial Hospital attached hereto as Schedule 2.3 (as modified, amended, supplemented and replaced from time to time, "Master Facility Plan"), together with ancillary, incidental and supporting uses and services, including pharmacy, medical office, parking, retail, food and beverage, and green spaces in connection with the aforementioned uses. The foregoing uses shall be collectively referenced as the "Permitted Use." Recognizing the long-term nature of this Lease and innovations in the healthcare industry over time, the Parties have agreed to the general scope of uses for the Property set forth in the Master Facility Plan with the understanding and agreement that the specific uses located on the Property may evolve over time. The University shall continuously use the Property solely for the Permitted Use for the Term of this Lease, provided that closures following casualty or condemnation, during periods of renovation, replacement or redevelopment of improvements and other customary closures shall be expressly permitted. The Parties agree that any changes to the Permitted Use shall require the County's prior express written consent, which may be granted or denied through its Board of County Commissioners".

2.4 Compliance with Laws. Article 6.A. of the Lease is deleted in its entirety and replaced with the following:

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

2.5 Termination. The following is added as Article 4C of the Lease: "The University agrees that its operations on the Property shall be solely within the scope of the

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

2.6 Administration. Article 9A of the Lease is deleted in its entirety.

2.7 Parking. Article 11 of the Lease is deleted in its entirety and re-written as follows:

> "The University shall provide sufficient parking for the users of the Building on the Property as required by applicable law. The cost and expenses of providing this parking shall not be borne in any manner by the Trust, unless agreed to by the Trust."

2.8 Utility Easements. Article 12 of the Lease is deleted in its entirety and replaced as follows:

> "The University is responsible for and shall bear the expense of the relocation, adjustment, revision or realignment of any existing above or below-grade utilities necessary or desirable for the use and operation of the Property or the improvements located thereon. Such activity shall not materially or adversely interfere with County or Public Health Trust operations. Any relocation or removal of water and sewer facilities located on or under the Property required by the University shall be performed in coordination with the Miami-Dade Water and Sewer Department ("WASD"), in accordance with plans and specifications approved by WASD. The County agrees to cooperate with the University to the extent that the County, as owner of the Property, needs to participate or join in or grant easements or easement modifications to utility providers for the installation, extension, relocation and/or upgrade of utilities as may be necessary for the University to develop, use and operate the Property in accordance with and in a manner permitted under this Agreement, provided that such joinders by County shall be at no cost to County other than its costs of review, and also provided that the location and terms of any such easements shall be reasonably acceptable to County, which acceptance shall not be unreasonably withheld, conditioned or delayed. The County Mayor, or Mayor's designee, shall have the power, authority and right, on behalf of the County, in its capacity as landlord hereunder, and without any further resolution or action of the County Commission to execute on behalf of landlord, utility easements and water and sewer connection agreements needed to accomplish the construction of any and all improvements in and refurbishments of the Property and any infrastructure associated therewith, provided that such easements: (i) are non-exclusive; (ii) are in compliance with Resolution No. R-504-15; (iii) are no larger in size or scope than is necessary for the construction, operation and maintenance of such utilities to service the intended development; and (iv) does not allow the grantee to grant access to the easement to any other entity or individual other than the grantee."

2.9 Insurance. Article 15 is deleted in its entirety and replaced as follows:

"Insurance.

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

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

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

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

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

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

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

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

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

2.10 Indemnification. Articles 16A and 16B of the Lease are deleted in their entirety and replaced as follows:

> "A. The University shall defend, indemnify and save the County, the Public Health Trust of Miami-Dade County ("Public Health Trust"), and their respective agents, employees, officers and trustees, harmless from and against any and all claims, demands, suits, actions, damages, liability and expense, including reasonable attorney's fees, which may arise out of or in connection with (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) any regulatory compliance under this Lease; or (iii) the University's breach of any terms of this Lease; provided nothing herein shall be construed to require the University to indemnify and save the County or Public Health Trust harmless when the claims, demands, suits, actions, damages, liability and/or expense arise solely from the negligence or willful misconduct of the County, its agents, officers, employees, servants, contractors or subtenants.
>
> B. To the extent allowed by law, the Trust shall, subject to the limitations of Section 768.28, Florida Statutes, as amended, indemnify and save the University, its agents, employees, officers and trustees, harmless from and against any and all claims, demands, suits, actions, damages, liability and expense, including reasonable attorney's fees, which may arise out of or in connection with the negligent acts or omission of the 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 or willful misconduct of the University, its officers, employees, servants, or contractors."

2.11 Subleases. Article 17 of the Lease is deleted in its entirety and replaced with the following:

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

2.12 Assignments. Article 18 of the Lease is deleted in its entirety and replaced with the following:

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

2.13 Default. Article 19B. of the Lease is deleted in its entirety and replaced with the following:

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

2.14 Bonds. The following is added as Article 32 of the Lease:

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

2.15 Alternative Security. The following is added as Article 33 of the Lease:

"Alternatively to the Section 255.05 payment and performance bond, University may: (a) provide the County with an alternate form of security in the form of a certified check that the County may deposit in a County-controlled bank account or an irrevocable letter of credit in a form and for an amount that is acceptable to the County ("Alternative Security"), to remain in place until evidence reasonably satisfactory to the County is submitted to demonstrate all contractors performing improvements on the Property have been paid and the Building and improvements have obtained applicable certificates of completion and occupancy, and such Alternative Security shall meet the specification set forth below; (b) require that each prime contractor hired by the University to perform work or make improvements on the Property shall provide a performance bond with a surety insurer authorized to conduct business in the State of Florida as a surety in an amount not less than 100% of the respective contract in a form acceptable to the County to ensure that the construction work shall be completed by the contractor or, on its default, the surety shall name Miami-Dade County and the Public Health Trust of Miami-Dade County as additional obligee and shall meet the specifications set forth below; and (c) require that each prime contractor hired by the University to perform work or make improvements on the Property shall provide a payment bond with a surety insurer authorized to conduct business in the State of Florida as a surety in an amount not less than 100% of its respective contract in a form acceptable to the County to secure the completion of such prime

contractor's work free from all liens and claims of subcontractors, mechanics, laborers and materialmen under such prime contractor and shall name Miami-Dade County and the Public Health Trust of Miami-Dade County as additional obligee and payee. Notwithstanding the foregoing, if the contracted work is in the amount of $200,000 or less (or the then applicable threshold amount, if any, for the exemption from the bond requirement under county contracts pursuant to Section 255.05(1)(d), Florida Statutes or any successor provision), no payment or performance bond or alternate form of security shall be required. The Alternative Security and the bond shall comply with the requirements of Section 255.05, Florida Statutes, as amended.

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

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

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

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

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

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

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

2.16 Representations. The following is added as Article 34 of the Lease:

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

2.17 County as Sovereign. The following is added as Article 35 of the Lease:

"COUNTY AS SOVEREIGN; NO LIABILITY FOR EXERCISE OF POLICE POWER

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

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

B. Notwithstanding and prevailing over any contrary provision in this Agreement or any other document relating to this matter, including any County covenant or obligation that may be contained in this Agreement, or any implied or perceived duty or obligation of the County, including but not limited to the following: (a) to cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the University, regardless of the purpose required for such cooperation; (b) to execute documents or give approvals, regardless of the purpose required for such execution or approvals; (c) to apply for or assist University in applying for any county, city or third party permit or needed approval; or (d) to contest, defend against, or assist the University in contesting or defending against any challenge of any nature, shall not bind the Board of County Commissioners, the Regulatory and Economic Resources (RER) department or any other county, city, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the County or any other applicable government agencies in the exercise of its police power; and the County shall be released and held harmless, by the University from and against any liability, responsibility, claims, consequential or other damages, or losses to the University or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the Parties recognize that the approval of any building permit or certificate of occupancy will require the County to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Agreement to the contrary, the County shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. The County's obligation to use reasonable good faith efforts in the permitting of the use of County-owned property regarding the Property shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by

University as authorized by this Agreement. Moreover, in no event shall a failure of the County to adopt any of the University's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Agreement."

2.18 Power and Authority. The following is added as Article 36 of the Lease:

"The County Mayor or Mayor's designee shall have the power, authority and right, on behalf of the County, in its capacity as owner of the Property hereunder, and without any further resolution or action of the County Commission, to (a) review and approve documents, plans, applications, lease assignments and requests required or allowed by the University to be submitted to the County pursuant to this Lease, (b) consent to actions, events and undertakings by the University for which consent is required by the County under this Lease, (c) execute on behalf of the County any and all consents, agreements, covenants, easements (including utility easements, in accordance with Article 12 of this Lease), plats, applications or other documents needed to comply with applicable regulatory procedures or to secure financing, permits or other approvals (as applicable) to accomplish the construction of any and all improvements in and refurbishments of the Leased Premises, provided that: (i) such action shall be at no cost to the County other than its cost of review of such documents, (ii) such action shall not impose additional material obligations or liabilities on the County (and is not reasonably likely to impose same), and (iii) the form and provisions of any such documents shall be acceptable to the County in its reasonable discretion, (d) to amend this Lease to correct any typographical or non-material errors or to address revisions or supplements hereto of a non-material nature, and (e) execute on behalf of the County other instruments and/or to take customary actions in connection with this Lease, including, without limitation, consents, approvals, joinders, estoppel certificates and recognition and non-disturbance agreements, so long as such actions comply with clauses (i) and (ii) above, and are consistent with the provisions of this Lease. Notwithstanding the foregoing and any obligations to cooperate in this Lease, the County is under no obligation to join the University in applying for, obtaining, or maintaining financing or to provide support or assistance to the University in obtaining any financing. Additionally, notwithstanding any of the foregoing, in no event shall the County be required to waive, relinquish or diminish any right or privilege of the County in connection with the matters contemplated above, and in no event shall same result in any waiver, relinquishment or diminishment of any County right or privilege. Prior to submitting a request for review or action to the County Mayor or County Mayor's designee in accordance with this Article, the University shall first provide notice in writing to the Public Health Trust of its intent to do so. Such notice to the Public Health Trust shall be sufficient for purposes of this section when it is mailed to: 1611 NW 12th Avenue, Miami, Florida 33136, Attn: Real Estate Services, and includes a description of the action requested of the County."

2.19 Independent Private Sector Inspector General. The following is added as Article 37 of the Lease:

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

A. Pursuant to the Code of Miami-Dade County, Resolution No. R-516-96 of the Board of County Commissioners, and Miami-Dade County Administrative Order 3-20, and in connection with the award of this Agreement, the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG") whenever the County deems it appropriate to do so. Upon written notice from the County, the University shall make available, to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement, for inspection and copying. The County will be responsible for the payment of these IPSIG services, and under no circumstance shall the University's payments under this Agreement be inclusive of any charges relating to these IPSIG services. The terms of this Article 37A shall apply to the University, its officers, agents, employees and assigns.

Nothing contained in this Article 37A shall impair any independent right of the County to conduct, audit, or investigate the operations, activities and performance of the University in connection with this Agreement. The terms of this Article 37A are neither intended nor shall the University construe them to impose any liability on the County.

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

The Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, proposal specifications, proposal submittals, activities of the University, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days' written notice to the University, the University shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the University's possession, custody or control which in the Inspector General's sole judgment,

pertain to performance of the Agreement, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and Lease documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforementioned documents and records.

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

The provisions in this Article 37B shall apply to the University, its officers, agents, employees, subcontractors and suppliers. The University shall incorporate the provisions in this Article 37B in all subcontracts and all other agreements executed by the University in connection with the performance of this Agreement. Nothing in this Article 37B shall impair any independent right of the County to conduct audits or investigative activities. The provisions of this Article 37B are neither intended nor shall they be construed to impose any liability on the County by the University or third parties.

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

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

2.20 Additional General Provisions. The following is added as Article 38 to the Lease:

"**ADDITIONAL GENERAL PROVISIONS**

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

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

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

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

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

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

5. Definitions. Capitalized terms used but not defined in this Amendment shall have the same definitions given to them in the Lease unless the context clearly indicates a contrary intent. If there is any conflict between the terms of this Amendment and the Lease, the terms of

this Amendment shall control. For purposes of this Amendment, the term "Amendment Date" shall mean the date on which this Amendment is executed by the last one of the parties to do so.

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

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

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

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

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

By: _____

Name: _____

Title: _____

Date: _____

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

By: _____

Name: Ramon Coto

Title: Vice President and Chief Financial Officer

Date: _____

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

By:_____
Carlos A. Migoya, Chief Executive Officer

Date:_____

EXHIBIT A

HUMAN TRAFFICKING AFFIDAVIT

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

University of Miami does not use coercion for labor or services as defined in Section 787.06, F.S.

Lessee's Legal Company Name

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

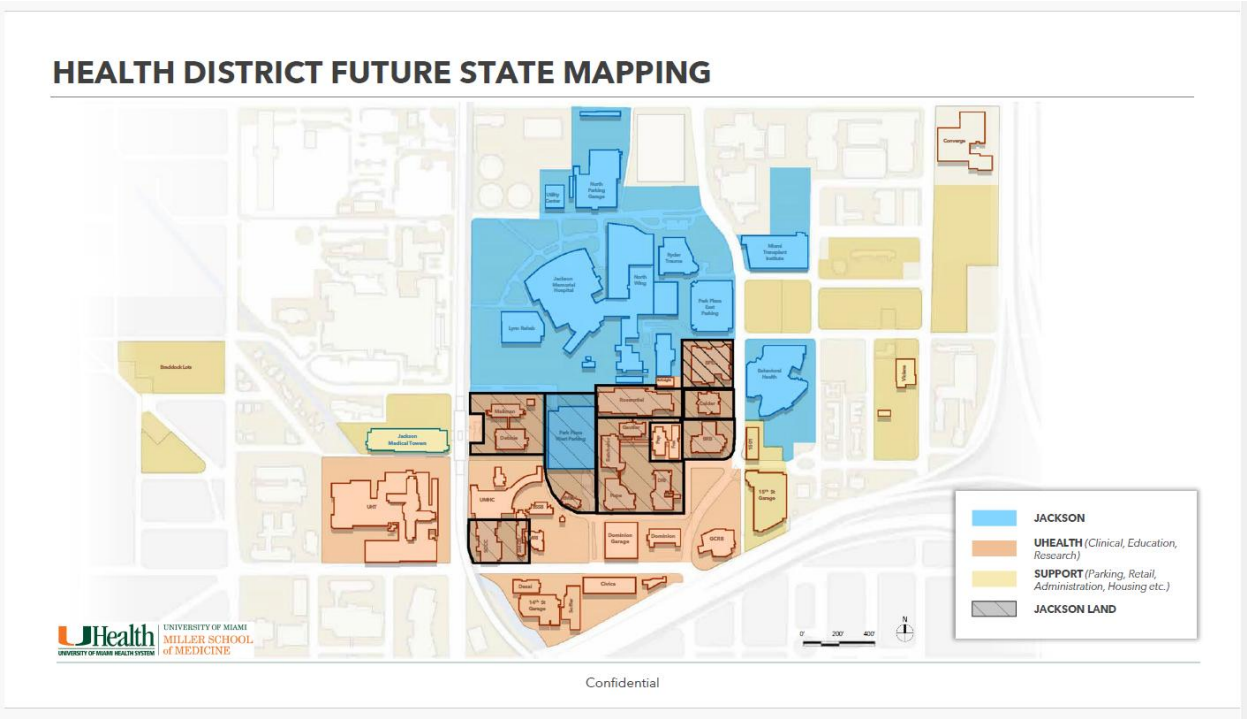
Print Name of Lessee's Authorized Representative: Ramon Coto

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

Signature of Lessee's Authorized Representative:

Date:

SCHEDULE 2.3

Preliminary Master Facility Plan

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