



Request for Proposals

Jackson Memorial Hospital & Jackson North Medical Center Hospice Lease Agreements

A Request for Proposals to lease clinical space at Jackson Memorial Hospital facility located at 1611 Northwest 12 Avenue, Miami, Florida 33136 and at Jackson North Medical Center facility located at 160 Northwest 170 Street, North Miami Beach, Florida 33169 .

Published:
February 2, 2026

From:
Real Estate Services

RFP Data

Important data regarding this solicitation

Solicitation number: **2602-RFP-01**

Issued by: **Public Health Trust of Miami-Dade County, Florida**

1400 N.W North River Drive, Suite 500
Miami, Florida 33125
Attention: Real Estate Services

Published: **Monday, February 2, 2026**

Important Dates & Events

Critical dates and events for this solicitation:

Pre-Proposal
Conference:

Monday, February 9, 2026 | 10:00am

Your attendance is recommended but not required. During this conference, the cone of silence is lifted and you are allowed to openly discuss, directly with us, all aspects of the Solicitation.

Location: **Virtual Meeting**

Join Zoom Meeting

Phone one-tap: US: [+17866351003](tel:+17866351003), [82691062229#](tel:+182691062229) or
[+19712471195](tel:+19712471195), [82691062229#](tel:+182691062229)

Meeting URL: <https://jhsMiami.zoom.us/j/82691062229>

Meeting ID: 826 9106 2229

Join by Telephone

For higher quality, dial a number based on your current location.

Dial:

US: +1 786 635 1003 or +1 971 247 1195

Meeting ID: 826 9106 2229

Meeting ID: 874 8383 1684

Questions Deadline:

Friday, February 13, 2026 | 3:00pm

You may submit questions up until this date. We will not accept questions after this date and time.

Response Due Date:

Monday, March 2, 2026 | 3:00pm

Responses must be received no later than this date and time. We are not responsible for any delay which may be caused by your selected delivery service or any other occurrence.

This Document

Details and descriptions of the features of this document

Instructions on understanding this document

This solicitation is issued in the form of ‘releases.’ All releases are combined to form one complete solicitation. This document is **Release 1**. All releases issued after this document will be sequentially numbered beginning with Release 2.

Document delivery

Documents are delivered electronically and can be downloaded from the solicitation website: <https://jacksonhealth.org/real-estate-services/>. Notification is delivered via electronic mail. Check your email settings to ensure you receive emails from jhs-realestate@jhsmiami.org.

Definitions

Any word contained in this document shall be read as the singular or the plural and as the masculine, feminine or neuter gender as may be applicable in the particular context. More specifically, however, for purposes of this document, the following words shall have the meanings ascribed to them below.

1. “[Board](#)” shall mean the Board of Trustees of the Public Health Trust of Miami-Dade County, Florida, or any successor governing body of the Trust.
2. “[Chief Executive Officer](#)” shall mean the Chief Executive Officer of the Trust, or his designee.
3. “[Contact Person](#)” shall mean that certain person responsible for communications between the Proposer and the Trust, and other duties as may be further required by this Solicitation.
4. “[County Code](#)” shall mean the Code of Miami-Dade County, Florida.
5. “[County](#)” shall mean Miami-Dade County, Florida, a political subdivision of the State of Florida, its agencies and instrumentalities, acting through its Board of County Commissioners, County Mayor and as otherwise authorized by law.
6. “[Lease](#)” shall mean that certain lease agreement between the Trust, as landlord, and the selected Proposer, as tenant, in substantially the form of “[Attachment 1](#),” attached hereto and made a part hereof.
7. “[Jackson Memorial Hospital](#)” shall mean the hospital facility located at approximately 1611 NW 12 Avenue, Miami, Florida.
8. “Jackson North Medical Center” shall mean the hospital facility located at 160 NW 170 Street, North Miami Beach, Florida
9. “[Premises](#)” shall mean 8th Floor South Wing of Jackson Memorial Hospital and 2nd Floor Pavilion of Jackson North Medical Center available for lease pursuant to this Solicitation, as applicable.
10. “[Proposal](#),” or “[Response](#)” shall mean any proposal, bid, or other response, and all other documents in support thereof, submitted to the Trust pursuant to the requirements of this Solicitation.

11. "Proposer," "you" or "your" shall mean and refer to any natural person, firm, partnership, association, corporation, limited liability company, trust, or other entity submitting a proposal to this Solicitation; except when such term is used in the description of the several obligations of the executed Lease which, and in such event, shall mean the selected Proposer as tenant.

12. "Response Due Date" shall mean that certain date all responses to this Solicitation shall be due.

13. "Solicitation" shall mean this document, and any amendment, addendum, or subsequent release document related thereto.

14. "Trust," "we," "us" or "our" shall mean and refer to the Public Health Trust of Miami-Dade County, Florida, an agency and instrumentality of the County.

Section I - Property Details

Jackson Memorial Hospital is the primary medical facility located on the Trust's main medical campus. Jackson North Medical Center is the primary medical facility located on Trust north medical campus in

Jackson Memorial Hospital Campus Map



Jackson North Medical Center Campus Map



Parking

Parking is provided on a non-exclusive, first-come, first-serve basis.

Other Technical Information

Utilities: **You will** need to get your own cable, internet, telephone, and any other utility you may need to operate.

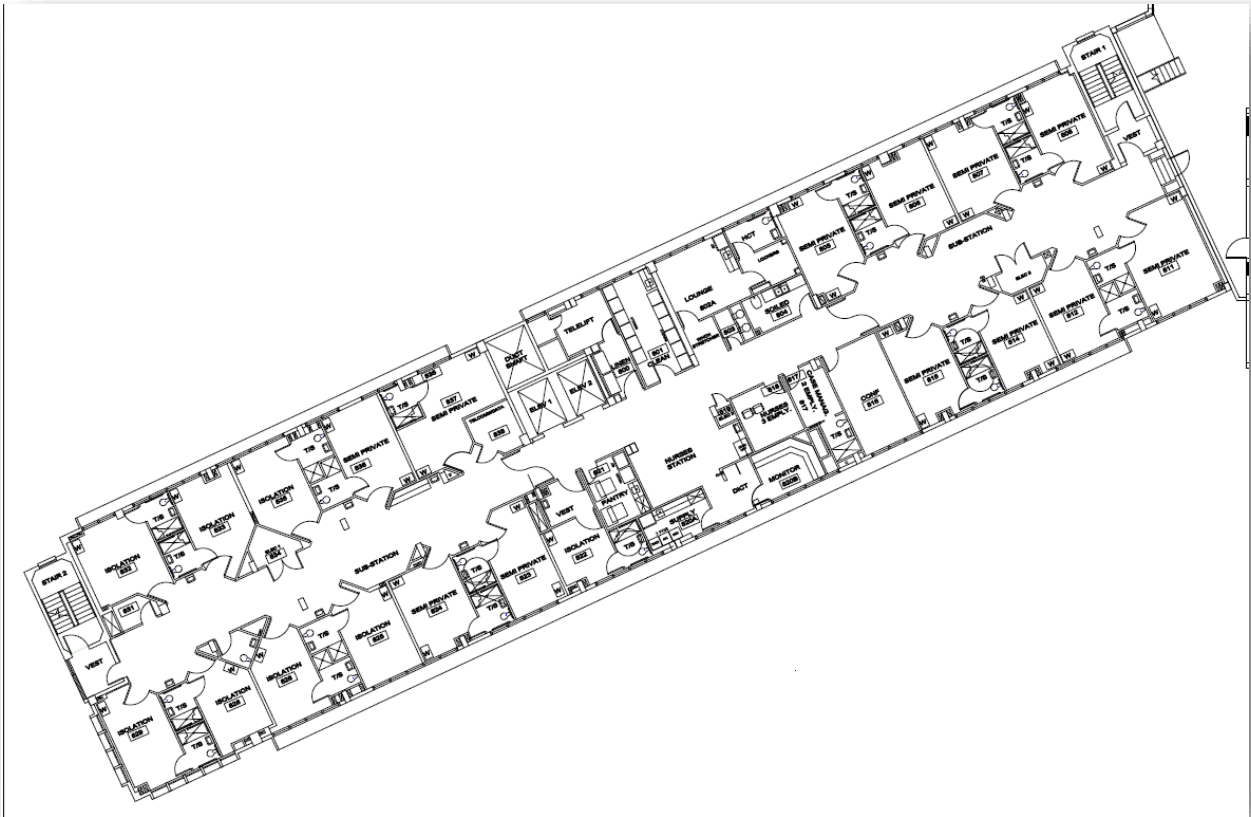
We will provide electricity, water, sewer, and chilled water service to the Premises;

Drawings: We have original drawings of Jackson Memorial Hospital; they may not reflect the “as-built” condition of the Premises. We encourage you to perform your own survey of the Premises and search any publicly available architectural drawing sources (such as the City of Miami Building Department).

Section II - The Premises

Group 1:

South Wing Eighth (8th) Floor is located in the Jackson Memorial Hospital facility. The floor is currently fully operational.



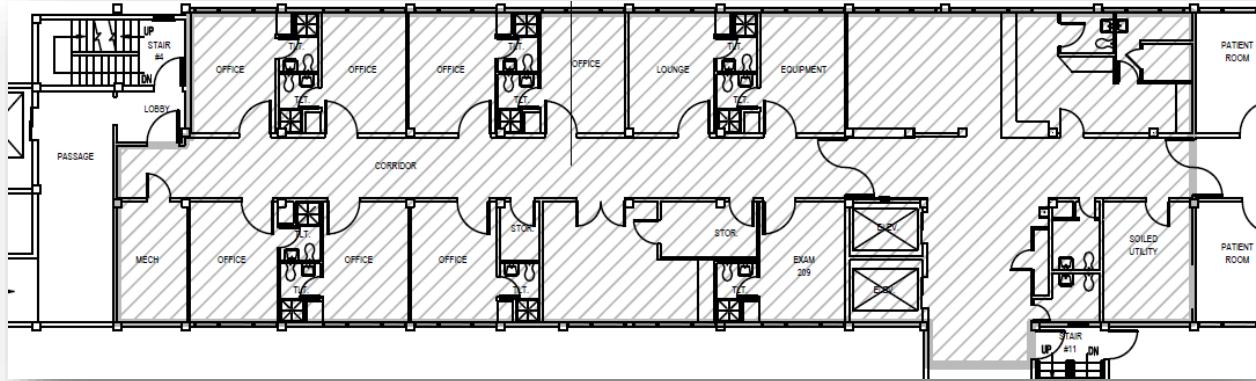
Tenant Floor Area: **±10,376 square feet**

License Area: **None**

Address: **1611 NW 12 Avenue, SW 8th Floor
Miami, Florida 33136**

Group 2:

The Second (2nd) Floor Pavilion is located in the Jackson North Medical Center facility. The floor is currently fully operational.



Tenant Floor Area: **±5,070 square feet**

License Area: **None**

Address: **160 NW 170 Street, 2nd Floor Pavilion
North Miami Beach, Florida 33169**

Section III - Objective

The Trust intends to competitively award up to two (2) separate lease agreements for available clinical space located at Jackson Memorial Hospital or Jackson North Medical Center to one (1) or more qualified operator(s) of a licensed, high quality, palliative and hospice care facility.

The provider will be granted a lease that authorizes the use of the Premises for the provision of timely, coordinated palliative and hospice services consistent with all applicable law and regulations, industry best practices, and the Trust's standards of excellence. Permitted use of the Premises shall include, but are not limited to: in-home palliative and hospice care, symptom management, nursing, and physician oversight, social work and counseling, chaplaincy support, care coordination, and documentation compliant with regulatory requirements.

Proposers should demonstrate a strong track record of quality outcomes, patient and family satisfaction, operational capacity, responsiveness, and the ability to collaborate effectively with clinical team across multiple care settings. The Trust aims to establish a reliable partnership that prioritizes compassion, accountability, respect and expertise through continuity of patient care. Interested vendors are invited to submit a comprehensive leasing proposal addressing qualifications, scope of services, staffing model, service delivery capacity, quality metrics, and pricing structure.

Section IV - Required Improvements

The selected Tenant shall be required to undertake any and all improvements required or desired for the provider's use of the Premises, at its sole cost and expense. In the course of undertaking any improvements to the Premises, the Tenant shall also be required to:

- Coordinate with the Trust's facilities team during any interior renovations or environmental modifications and obtain written approval by the Trust prior to proceeding with any required improvements.
- Comply with infection control, safety protocols, and construction mitigation plans during any building activity.
- Ensure all patient-facing spaces reflect the Trust's brand standards and visual guidelines
- Support improvements to signage, wayfinding, and emergency egress routes within palliative and hospice care areas

Section V - Rent & Other Charges

You will pay gross base rent as consideration for renting the Premise consistent with the Fair Market Value Determination attached to this Request for Proposal as Attachment 4 as well as any applicable charges for Ancillary Services required from Landlord for Tenant's operation of the desired facilities. The cost for such Ancillary Services shall be determined by an independent appraiser based on fair market value.

Section VI - Leasing at Jackson

A summary of key terms contained in the lease agreement.

Initial term: **Five (5) years**

First renewal: **Five (5) years**

Second renewal: **Five (5) years**

Annual Adjustments

The annual base rent and the operating charges will be adjusted by three (3%) annually to reflect changes in prices over time.

Security Deposit

We may determine, based on our evaluation of your financial strength and business record to utilize any method of security for the lease agreement, the most common being a simple security deposit. But we may also include any one of the following: (1) advance rent; (2) guaranty; or (3) letter of credit.

Assignments & Subleases

You may not sublease or assign the Lease without our prior written approval or upon pre-approved conditions in the Lease. If you intend to assign the Lease to a wholly-owned subsidiary, provide the name of the intended subsidiary with your Proposal (additional information may be required).

Taxes

You are responsible for all taxes which become payable for your use of the Premises, including taxes payable on rent charged. Minimum rental rates and all other charges stated in this Solicitation do not include taxes.

Section VII - Basic Requirements

You will be eligible for award of the Lease if (a) your Proposal is responsive, and (b) you are responsible.

Responsive: Your Proposal is considered “responsive” when, as submitted, it conforms in all material respects to the requirements of this Solicitation and other terms, conditions, rules and laws governing your Proposal.

We determine whether your Proposal is responsive.

Responsible: You are considered “responsible” when your Proposal, as submitted, demonstrates your capability, in all respects, to fully perform the requirements of the Lease, and your integrity and reliability which will assure your good faith performance.

We determine whether you are responsible.

Minimum Qualifications

You must demonstrate the following minimum qualifications:

| | |
|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Authorized to Conduct Business | You must be authorized to conduct business in the state of Florida and the county of Miami-Dade, Florida. If you are a corporation or other form of business association, you must be incorporated or organized under the laws of one of the several states, territories, or other possessions of the United States. |
| Capable of Conducting Business | <p>You must demonstrate a good record of performance and be a well-established entity in line with best practices of your industry.</p> <p>We will determine whether you have met this qualification.</p> |
| Financial Capability | You must have the ability to finance and undertake the monetary commitments required to successfully develop, construct and operate your proposed use of the Premises. Financial capability generally means that you have either (a) a net worth greater than the proposed investment; or (b) demonstrated access to credit/guarantors sufficient to undertake the proposed investment. |
| Necessary Franchises/Licenses | If you intend to operate a business as a franchisee, you must have authorization to do so from your franchisor. The Trust will only accept a statement issued on the franchisor's letterhead confirming such authorization, and you must include with your Proposal the franchisor's statement. |
| Required Disclosures | <p>Section 2-8.1(d) of the County Code requires you to disclose the full legal name and business address:</p> <ul style="list-style-type: none">a) if you are a corporation, of each officer and director and each stockholder holding, directly or indirectly, five (5%) percent or more of the outstanding stock in the corporation;b) if you are a partnership or LLC, of each partner or member;c) if you are a trust, of each trustee and each beneficiary. |

Use physical addresses only; do not use post office boxes.

Restrictions

Do not submit a Proposal if any of the following apply to you:

- Convicted Vendor Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not:
- a) submit a proposal for a contract to provide any goods or services to a public entity;
 - b) submit a proposal on a contract with a public entity for the construction or repair of a public building or public work;
 - c) submit proposals on leases of real property to a public entity;
 - d) be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
 - e) transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- Arrearages Pursuant to Section 2-8.1 of the County Code, no individual or entity who is in arrears under any individual contract, final non-appealable judgment, or lien with the County, or any of its agencies or instrumentalities (which includes the Trust), in an amount which exceeds \$25,000 for greater than 180 days, shall be allowed to receive any additional Trust contracts, purchase orders or extensions of Trust contracts until either the arrearage has been paid in full or the County or the Trust has agreed in writing to a repayment schedule. Notwithstanding the above, the Trust may enter into or extend a contract or business transaction with any individuals or entities who are not current in their obligations to the County or the Trust when the Trust determines it to be in the best interest of the Trust. Such action shall be subject to ratification by the Board of Trustees.

Failure to meet the terms and conditions of any obligation or repayment schedule shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County or the Trust. All contracts, business transactions and renewals thereof with the County or the Trust to which this subsection applies, shall require the individual or entity seeking to transact business with the Trust to verify by affidavit that the individual or entity is current in its obligations to the County and the Trust and is not otherwise in default of any County or Trust contract. Any contract or transaction entered into in violation of this subsection shall be voidable.

| | |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bankruptcy & Insolvency | You are not eligible for award if, at the time you submit your Proposal, during the evaluation process, and during the period five (5) years prior, you are (were) involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of your property under federal bankruptcy law or any state insolvency law. |
| Unqualified | You are not eligible for award if you do not meet the minimum qualifications required by this Solicitation or if you fail to provide documents in support of your qualifications as prescribed by this Solicitation. |
| Criminal Principals | Section 2-8.6 of the County Code provides that “[any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the Trust.” |

Section VIII - Selection Criteria & Scoring

This solicitation is divided into two (2) groups (Group 1 and Group 2), each of which will be evaluated separately in accordance with these criteria. You may only be awarded the Lease if your Proposal is (a) responsive, and (b) it is determined to be the most advantageous to the Trust based on the criteria identified herein. The award is subject to the successful completion of lease negotiations, and approval by our governing body.

Scoring Criteria

A selection committee will evaluate your Proposal based on the following general criteria, which apply equally to all who submit a proposal:

| | Maximum Points |
|----------------------------------------------------------------------------------------------------------------|-------------------------------------|
| Qualifications, Experience & Capability Experience, certifications, licensures, past performance | 50 |
| Operating Plan and Service Delivery Model Staffing, response times, interdisciplinary approach | 25 |
| Quality Plan Quality metrics, satisfaction scores, regulatory compliance | 25 |
| Your Total Evaluation | Total Maximum Points 100 |

Section IX -Selection Process

The evaluation committee process for reviewing proposals.

Evaluation in Groups

Proposals will be separated into the following **two (2) groups** based on the location:

Group 1 – Jackson Memorial Hospital South Wing Eighth (8th) Floor

Group 2 – Jackson North Medical Center Second (2nd) Floor Pavilion

The evaluation committee will evaluate proposals from each group separately.

Competitive Range

The evaluation committee may establish a competitive range if it determines, in accordance with this Solicitation, that negotiations are to be conducted with more than one Proposer. Based on the ratings of each proposal against the applicable evaluation criteria, the competitive range shall be comprised of all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency.

Limiting the Competitive Range

After evaluating all eligible proposals, the evaluation committee may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. The evaluation committee will have the discretion to limit the number of proposals in the competitive range to such number as will permit an efficient competition among the most highly rated proposals.

Additional Information

At any time prior to or during the evaluation of proposals and negotiations, the evaluation committee, through the Contact Person, may require any such additional information as it may deem necessary for its evaluation process.

Section X - Lease Negotiations

Finalization of the lease will be conducted with the aim of promoting an understanding of our requirements and to arrive at a lease agreement that will return maximum value to us, taking into consideration revenue and the other evaluation factors set forth in this Solicitation.

Authorization

The evaluation committee, a subcommittee thereof, or such other committee or qualified staff, all as determined and appointed by the Chief Executive Officer (or his designee), may conduct negotiations with:

- a) the Proposer with the highest ranked proposal;
- b) multiple Proposers with the highest ranked proposal through simultaneous negotiations; or
- c) if negotiations are unsuccessful with the highest ranked Proposer, any Proposer whose proposal is determined to be in the competitive range, provided that such negotiations shall proceed in the final ranked order as determined by the evaluation committee.

Negotiations

The Contact Person will establish procedures and schedules for conducting negotiations in accordance with this Solicitation.

The Contact Person will keep a record of the date, place, and purpose of meetings and those attending all negotiation sessions.

All negotiations will be conducted in accordance with the "Government in the Sunshine Law," Section 286.011, Florida Statutes, as amended.

Upon completion of negotiations, Trust staff may recommend approval of the final, negotiated lease agreement or, if negotiations are unsuccessful, seek authorization from the evaluation committee to negotiate a lease agreement with the next highest ranked proposal.

Section XI - Submitting Your Proposal

A review of the submission requirements for all proposals sent in response to this Solicitation. **Only one proposal may be submitted per Group.** Those that wish to propose on both groups may do so if each proposal independently meets the solicitation requirements. Each group requires a separate proposal. Combined proposals (for both groups) will not be considered.

The Proposal

Each proposal should be organized into the following four (4) volumes:

- Volume 1:** Qualifications, Experience, and Capability
- Volume 2:** Operating Plan and Service Delivery Model
- Volume 3:** Quality Plan
- Volume 4:** Forms and Supporting Documentation

The following materials are required with each response:

Volume 1 Qualifications, Experience, and Capability

- a) **Qualifications, Experience & Capability**
Provide **(i)** information related to your experience, qualifications, and capabilities to operate a licensed, high quality, palliative and hospice care facility and **(ii)** four (4) most recent consecutive quarters of quality performance data for each palliative and hospice care facility currently in operation.
- b) **Letters of Reference**
At least three (3) letters of reference from individuals or entities, on their letterhead, with whom you currently work or have worked. The Trust prefers letters from landlords, suppliers, clients, and franchisors; but will also accept letters from others. This information is subject to verification and the Trust reserves the right to contact any reference as part of the evaluation process.
- c) **Resumes & Organizational Structure**
All résumés of the principal personnel, officer(s) and manager(s) who will be responsible for the day-to-day on-site management of the Premises. These résumés must give a detailed description of the job functions performed and years of experience. Include an organizational chart that shows the number of staff employed in each function or department and indicate staff resources that are projected to be dedicated to the proposed use.
- d) **County or Trust Contracts**
Provide a list of all current and past agreements for the use of space between the County or the Trust and all affiliates. You must list any defaults of those agreements.

Volume 2
Operating Plan and
Service Delivery
Model

e) **Operating Plan**

This is a detailed explanation of the operating plan and service delivery model for the Premises consistent with the Permitted Use (e.g., hours of operations, staffing levels, use of machinery, anticipated traffic, etc.), including a narrative outlining the function and job description of any supervisory personnel that will be assigned to either the operation, or the management, or both, of the Premises.

f) **Tenant Improvement Plan**

Include a description of all planned improvements to the Premises necessary for the proposed use. Include any drawings/sketches or artist's impressions of the proposed improvements. You must include the estimated costs and construction timeline as part of the plan.

g) **Ancillary Services**

Provide a narrative describing any and all ancillary services that provider anticipates to be required from Landlord (i.e. nutrition services, pharmacy, environmental services) for the purposes of operating in the Premises to include as much detail related to scope, frequency, volume, etc. as reasonably possible.

Volume 3
Quality Plan

h) **Quality Plan**

Provide a narrative describing your plan to ensure quality and optimal patient outcomes, including any proposed benchmarks and key performance indicators as well as proposed processes to be implemented by provider to ensure compliance with all regulatory and licensure requirements.

Volume 4
Forms and
Supporting
Documentation

i) **Uniform Proposer Information Statement**

In addition to any other information that may be required by this Solicitation, you must complete, sign and have notarized, the Uniform Proposer Information Statement and include it with your proposal.

j) **Florida Public Entity Crimes Affidavit**

State law requires you to submit a sworn document stating whether you have been convicted of a public entity crime. Only this form will be accepted in satisfaction of this requirement. Read and complete this form in its entirety, sign and have notarized. Failure to do so will render your proposal "not-responsive" and not considered for award.

k) **Business Registration**

Include with your Proposal a certificate of status from the Florida Secretary of State.

l) **Affiliates**

Provide a list all affiliates. Note that the definition of affiliate also includes other businesses that are owned or controlled by individuals or entities which own or control you.

m) **Statement of Authorized Representative**

Provide the names of all individuals who are authorized to represent you during oral presentations and negotiations. You may add additional authorized representatives at any time prior to its scheduled oral presentation by submitting additional statements as necessary. Authorized representatives may be required to register as a lobbyist. Include proof of lobbyist registration with this statement of authorized representatives.

n) **Form W-9**

Provide and certify your federal taxpayer identification number.

Section XII - Submission Requirements

Instructions on the proper submission of your proposal.

- Required Format: Submit a complete proposal as follows:
- one (1) unbound printed original;
 - five (5) bound copies; plus
 - one (1) PDF version stored on a Windows-formatted USB drive (non-native fonts embedded; bookmarks preferred).

Numbered Pages;
Table of Contents: Include a table of contents outlining, in sequential order, the major areas of your proposal. All pages of your proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

Paper Size Limits: Limit your proposal to **8½” x 11”** paper with margins no greater than one (1”) inch, except for drawings, charts and diagrams requiring a larger format. Do not use a format smaller than the size indicated in this paragraph.

Section XIII -Delivery

Important instructions on the delivery of your proposal.

Sealed Delivery

Submit your proposal documents in a sealed container or box. Include on the outside of the container or box:

- 1) your name;
- 2) address;
- 3) telephone number;
- 4) the title of this Solicitation and applicable Group;
- 5) the number of this Solicitation; and
- 6) the Response Due Date.

Delivery Address and Instructions

Public Health Trust of Miami-Dade County, Florida
1400 N.W. North River Drive, Suite 500
Miami, Florida, 33125
Attention: Real Estate Services

Contact Real Estate Services
Using the telephone, located in the lobby, dial Real Estate Services for notice upon your arrival.

Section XIV - Other Communications

Questions or requests for additional information related to this Solicitation may be submitted at any time before the [» Questions Deadline](#) date. All communications between you and us are subject to the cone of silence.

Contact Person

The contact person has been specifically designated to manage communications related to this Solicitation. Do not send questions or requests to any other person, unless required by this Solicitation.

Shanika L. Jackson-Hunter
Senior Manager, Real Estate Services
Email: shanika.jackson@jhsMiami.org

Secretary

Send a copy of all communications to the Secretary to the Board of Trustees to comply with cone of silence requirements.

Lourdes C. Cuevas
Secretary to the Board of Trustees
Email: lcuevas@jhsMiami.org

Section XV - Terms, Conditions & Other Information

Contact with the Trust. You are advised that from the date of release of this Solicitation until award of the contract, no contact with Trust personnel related to this Solicitation is permitted, except as authorized by the Contact Person. Any such unauthorized contact shall not be used as a basis for responding to this Solicitation and may also result in the disqualification of your submission.

Additional Information/Questions. Requests for additional information, explanations, clarifications or interpretations must be made in writing to the Contact Person, no later than the stated deadline date. Any request received after that time may not be considered. The request must contain the Uniform Communication Cover Sheet. The Trust will issue responses to inquiries and any other corrections or amendments it determines to be necessary by written addenda issued prior to the Response Due Date. Do not rely on any representations, statements or explanations other than those made in the Solicitation or in any addendum or amendment to this Solicitation. Where there appears to be a conflict between this Solicitation and any addendum or amendment issued, the last addendum or amendment issued will prevail.

Modifications & Withdrawal of Proposals. Proposals may be modified or withdrawn from consideration at any time prior to the Response Due Date. A Proposal may be withdrawn only by written letter received by the Contact Person. The withdrawal letter must be on company letterhead and signed by your authorized agent. Withdrawal prior to the Response Due Date shall not preclude the submission of another timely Proposal. Following the Response Due Date, all proposals shall be considered an offer and may not be withdrawn for a period of 180 calendar days (including holidays) following the Response Due Date. Any withdrawal prior to this date shall result in the forfeiture of the guarantee.

Late Proposals. Proposals received after the Response Due Date and time are late and will not be considered.

Costs & Expenses. All expenses incurred in the preparation and submission of Proposals to the Trust, or any work performed in connection therewith, shall be borne by you. No payment will be made for any responses received, or for any other effort required of or submitted by you.

Errors. Stenographic, clerical, or similar errors in this Solicitation are subject to correction by the Trust without distribution of a solicitation amendment.

Award of Lease Agreement. The Solicitation, Lease and any addendum or amendment issued constitute the entire agreement, unless modified in accordance with the Lease. The award of the Lease may be preconditioned on the subsequent submission of other documents as specified in this Solicitation. You shall be in default of your contractual obligation if such documents are not submitted in a timely manner and in the form required by the Trust. Where you are in default of these contractual requirements, the Trust, may void its acceptance of the Proposal and may accept the response from the next highest responsible and responsive proposer or re-issue this Solicitation.

Ownership of Proposals. Once submitted, Proposals become the property of the Trust and shall not be returned.

Proprietary Information & Public Records. You are hereby notified that all information submitted as part of, or in support of Proposals will be available for public inspection after opening of Proposals, in compliance with Chapter 286, Florida Statutes, popularly known as the "Government in the Sunshine Law," and Chapter 119 of the Florida Statutes, popularly known as the "Public Records Act." Do not submit any information in response to this Solicitation, which you consider to be a trade secret, proprietary or confidential. The submission of any information to the Trust in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to you. In the event that you submit information to the Trust in violation of this restriction, either inadvertently or intentionally, and you clearly identify that information in the Proposal as protected or confidential, the Trust shall endeavor to redact and return that information to you as quickly as possible, and if appropriate, evaluate the balance of the Proposal. The redaction or return of information pursuant to this clause may render a Proposal not eligible for consideration. Alternatively, you may choose, in writing, to waive any claim to confidentiality promptly upon written notice from the Trust.

Contractual & Other Legal Obligations. You shall comply with all laws and regulations applicable to the services contemplated herein. You are presumed to be familiar with all Federal, State and Local laws, ordinances, codes and regulations that may in any way affect the goods or services offered, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other Local, State and Federal directives, ordinances, rules, orders and laws relating to persons with disabilities.

Conflict of Interest. You shall be familiar and comply with all applicable conflict of interest legal requirements, including the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance, Section 2-11.1, Code of Miami-Dade County, as made applicable to the Trust by Section 25A-3c, Code of Miami-Dade County, and Florida's Code of Ethics for Public Officers, Chapter 112, Part III, Florida Statutes. The Trust will not contract or transact business with you, and any contract with you shall be void, if a conflict of interest under State or local laws occurs and neither an exemption nor opportunity to waive the conflict exists, or an opportunity to waive the conflict exists but the Trust does not waive it. If a conflict of interest can be waived, the Trust shall have the sole authority to waive the conflict.

Postponement/Cancelation. The Trust may, in its sole and absolute discretion, reject any and all, or parts of any and all Proposals; re-advertise this Solicitation; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the Proposals received.

De Facto Rule; Regulations; Governing Provisions. If this Solicitation or the rules, regulations and procedures contained herein fail to address or guide the resolution to an issue arising out of this Solicitation, then the parties thereto shall seek the guidance of the Trust's procurement rules in existence at the time.

Maximum Proposals. Do not submit more than one (1) Proposal per Group. The submission of more than one Proposal under different names by any entity or individual, or an ownership interest in more than one proposer by any entity or individual (excepting any entity or individual with a non-controlling ownership interest or a sublease relationship in each proposer in which it has an interest) shall be cause for rejection of all such Proposals without consideration. Notwithstanding the foregoing, this prohibition is not intended to preclude joint ventures, licenses, or subleases.

Tied Proposals/Concepts. In the event of tied Proposals, the Solicitation shall be re-issued amongst the proposers with the tied Proposals, provided further that such proposers are equally the highest responsible, and such Proposals are equally the highest responsive. Where multiple proposers propose a concept from the same franchisor/licensor. Such franchisor/licensor shall select the winning proposer; but such selection shall only be used to determine a proposer's overall responsibility.

Captions & Headings. The captions and headings in this Solicitation are for convenience only and are not a part of this Solicitation and do not in any way define, limit, describe or amplify the terms and provisions of this Solicitation or the scope or intent thereof.

Disclaimer. The captions and headings in this Solicitation are for convenience only and are not a part of this Solicitation and do not in any way define, limit, describe or amplify the terms and provisions of this Solicitation or the scope or intent thereof.

Cone of Silence

Pursuant to Section 2-11.1(t) of the County Code, as amended, a "Cone of Silence" is imposed upon each RFP, RFQ or Bid after advertisement and terminates at the time Trust staff issues a written "Intent to Award" recommendation to the Board of Trustees. The Cone of Silence prohibits any communication regarding RFP, RFQ or bids between, among others:

- Potential vendors, service providers, bidders, lobbyists or consultants and the Trust's professional staff including, but not limited to, the Chief Executive Officer and the Chief Executive Officer's staff, the Trustees and their respective staffs;
- The Trustees or their respective staffs and any member of the Trust's professional staff including, but not limited to, the Chief Executive Officer and the Chief Executive Officer's staff; and
- Potential vendors, services providers, bidders, lobbyists or consultants, any member of the Trust's professional staff, the Trustees or their respective staffs and any member of the respective selection committee.

The provisions do not apply to, among other communications:

- Oral communications with the Real Estate Manager or the Director of Real Estate Services, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- Oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meetings, public presentations made to the Public Health Trust Board of Trustees or one of its committees during any duly noticed public meeting;
- Communications in writing at any time with any Trust employee, official or member of the Board of Trustees unless specifically prohibited by the applicable RFP, RFQ or bid documents; or
- Communications with the County Attorney's Office.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants must file a copy of written communications with the Executive Assistant to the Trust, which shall be made available to any person upon request. Written communications may be in the form of a letter or email, with a mandatory copy to the Executive Assistant.

In addition to any other penalties provided by law, any violation of the Cone of Silence shall render any award or bid award voidable. Any person having personal knowledge of a violation of this Ordinance shall report such violation to the State Attorney and/or may file a complaint with Ethics Commission. You should reference the Section 2-11.1(t) of the County Code for further clarification.

Please review Miami-Dade County Administrative Order 3-27 on Miami-Dade County's website at: <https://documents.miamidade.gov/ao-io/AO/AO-03-27.pdf> for a more complete and thorough description of the Cone of Silence.

All proposers will be notified in writing when the Chief Executive Officer makes a formal award recommendation to the Board of Trustees or one of its committees.

Protests

Any actual or prospective proposer who is aggrieved in connection with the solicitation or award of a contract may protest in writing to the Contact Person.

Protest Categories. A protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination. The following two areas will determine your protest category:

- A. Intent to protest regarding the terms, specifications, language or requirements contained in a solicitation document, including any amendment or addendum issued hereunder, must be submitted not less than five (5) business days prior to the Response Due Date.
- B. Intent to protest regarding recommendation for award of a contract, notice of unacceptable proposal or any other action by the Trust or its staff must be submitted within three (3) business days from (i) the posting of a notice of award by the Trust; (ii) the receipt of a notice from the Trust; or (iii) if there is no posting or receipt of notice, the date of the event giving rise to the protest.

Required Contents. The written intent to protest must include the following items:

1. The name and address of the protester;
2. Appropriate identification of the procurement or contract;
3. A statement of the reasons for the protest; and
4. All supporting exhibits, evidence or documents to substantiate the claim.

Should the protester request any public records, during the protest period, the protester may utilize those public records as evidence.

Filing Fees. As a condition of initiating any protest, the protester shall include with the intent to protest, a filing fee payable to the Trust in accordance with the following schedule; the protester will have the choice of asking for an independent hearing officer or having the protest heard and settled by an individual appointed by the Trust.

| Estimated Contract Amount* | Filing Fee |
|--------------------------------------------------------------------|-------------|
| \$10,000 - \$100,000 <i>without</i> independent hearing officer | \$500.00 |
| \$100,001 - \$250,000 <i>without</i> independent hearing officer | \$1,000.00 |
| \$250,001 - \$1,000,000 <i>without</i> independent hearing officer | \$2,000.00 |
| \$250,001 - \$1,000,000 <i>with</i> independent hearing officer | \$5,000.00 |
| Over \$1,000,000 <i>with</i> independent hearing officer | \$10,000.00 |

*The estimated contract amount equals the total amount of the bid or proposal submitted by the protester. If no contract price was submitted, the Trust will notify the protester of the estimated contract amount and fee required for initiating the protest. The filing fee shall be in the form of a cashier's check, certified check, official bank check or money order payable to the Public Health Trust of Miami-Dade County, Florida. If the protest is resolved or decided in the appellant's favor, the bid protest fee shall be refunded. Should a protest be resolved by mutual agreement, the filing fee shall be refunded. County-certified micro business enterprises, small business enterprise or community small business enterprise firms are exempt from bid filing fees for estimated contracts of \$250,000 or less; for contracts over \$250,000 in which an independent examiner is requested, County-certified micro business enterprises, small business enterprise or community small business enterprise firms will be given a discount of fifty (50%) percent on their filing fee.

Stay of Process. In the event of a timely protest, the Trust shall not proceed further with the solicitation or award of the contract until the appointee of the Trust, after consultation with the County Attorney, makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the Trust. The appointee may, in the best interests of the Trust, continue or resume the Bid process during the administration of a bid protest and appeal, provided the appointee records in writing the basis for doing so. All costs accruing from a protest shall be assumed by the protester.

Section XVI - Lobbying

Your participation in this Solicitation may be governed by Section 2-11.1(s) of the County Code, and may require you to register as a lobbyist with the Clerk of the Board of County Commissioners (<https://www.miamidade.gov/LobbyistOnline/Home.aspx>).

A copy of frequently asked questions and answers prepared the Miami-Dade County Commission on Ethics and Public Trust has been added as » Attachment 4.

Attachment 1

Lease Agreement Template

LEASE AGREEMENT

[Lease Title]

This [Lease Title] LEASE AGREEMENT ("Agreement") is entered into as of the Effective Date, by and between the PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, an agency and instrumentality of Miami-Dade County, Florida ("Landlord"), and Tenant.

WITNESSETH, that 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 agree as follows:

ARTICLE I: EXHIBITS, REFERENCES & OTHER DEFINITIONS

1.1 Exhibits. The following Exhibits shall form a part of this Agreement and are incorporated herein:

| | |
|--------------------|--------------------------------------------------------------|
| <u>Exhibit "A"</u> | The Building |
| <u>Exhibit "B"</u> | The Premises |
| <u>Exhibit "C"</u> | ACH Payment Instructions |
| <u>Exhibit "D"</u> | Tenant Improvement Plan |
| <u>Exhibit "E"</u> | Rules & Regulations |
| <u>Exhibit "F"</u> | Solicitation Documents |
| <u>Exhibit "G"</u> | Guaranty |
| <u>Exhibit "H"</u> | Letter of Credit |
| <u>Exhibit "I"</u> | Sign Package |
| <u>Exhibit "J"</u> | Human Trafficking Affidavit |
| <u>Exhibit "K"</u> | Quality, Safety, And Care Coordination Performance Standards |
| <u>Exhibit "L"</u> | Ancillary Services Fees |

1.2 References.

| | |
|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.2.1 <u>Tenant:</u> | Employer Identification Number: |
| 1.2.2 <u>Tenant Notice Address:</u> | |
| 1.2.3 <u>Tenant Trade Name:</u> | |
| 1.2.4 <u>Tenant Floor Area:</u> | |
| 1.2.5 <u>Lease Commencement Date:</u> | The Effective Date |
| 1.2.6 <u>Lease Termination Date:</u> | The close of the last calendar month of Rental Year 5, except when extended, then at the close of the last calendar month of the following: (a) Option 1 – Rental Year 10 (b) Option 2 – Rental Year 15 |
| 1.2.7 <u>Renewal Options:</u> | Two (2) successive periods of five (5) years each, commencing as follows: (a) Option 1 – commencing on the first day of Rental Year 6. (b) Option 2 – commencing on the first day of Rental Year 11. |
| 1.2.8 <u>Advance Rent:</u> | |
| 1.2.9 <u>Security Deposit:</u> | Equal to two (2) monthly installments of Annual Gross Rent, as adjusted from time to time. |

| | |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.2.11 <u>Rent Commencement Date</u> : | The earlier to occur of: (a) that first day Tenant shall use the Premises for the Permitted Use; (b) the sixth (6) month following the Lease Commencement Date; or (c) that date the Landlord shall issue an Improvements Approval Notice. |
| 1.2.12 <u>Annual Gross Rent</u> : | |
| 1.2.18 <u>Permitted Use</u> : | Providing hospice and palliative care |
| 1.2.19 <u>Prohibited Use</u> : | Any other use not listed as a Permitted Use |
| 1.2.20 <u>Trash Factor</u> : | Zero and No/100 Dollars (1.00) |

1.3 Other Definitions. Any word contained in the text of this Agreement shall be read as the singular or the plural and as the masculine, feminine or neuter gender as may be applicable in the particular context. More specifically, however, for purposes of this Agreement, the following words shall have the meanings ascribed to them in this Section 1.3.

1.3.1 “ADA” shall have the meaning ascribed to it in Section 10.9.

1.3.2 “Additional Rent” shall mean all those additional sums, charges, ancillary services costs or amounts due under this Agreement, whether so labeled or not, and distinct from Annual Gross Rent.

1.3.3 “Agreement” shall have the meaning ascribed to it in the Preamble.

1.3.4 “Annual Gross Rent” shall mean an annual amount equal to the product of the applicable figure stated in Section 1.2.12 multiplied by the Tenant Floor Area, subject to adjustment pursuant to Section 5.1.1, plus applicable sales/use tax.

1.3.5 “Bond” shall have the meaning ascribed to it in Section 17.5.

1.3.6 “Building Floor Area” shall mean that certain improved portion of the Building intended to be leased to tenant, as depicted in Exhibit “A,” which portion may be altered, reduced, expanded or replaced from time to time.

1.3.7 “Building” shall mean the property and the improvements constructed thereon, as depicted in Exhibit “A,” attached hereto and made a part hereof, which improvements may be altered, reduced, expanded or replaced from time to time.

1.3.8 “Casualty Prevention” shall mean any action or effort of (or caused by) Landlord for the prevention or mitigation of damage to, or destruction of, the Building which may be the result of a Casualty.

1.3.9 “Casualty” shall have the meaning ascribed to it in Section 15.1.

1.3.10 “Chief Executive Officer” shall mean the Chief Executive Officer of the Landlord, or his/her designee.

1.3.11 “Common Area” shall mean those areas and facilities which may be furnished by Landlord or others in or near the Building for the non-exclusive general common use of tenants and other occupants of the Building, their officers, agents, employees and customers, including (without limitation) parking areas, access areas, employee parking areas, truckways, driveways, loading docks and areas, delivery passageways, package pick-up stations, sidewalks, interior and exterior pedestrian walkways, malls, promenades, mezzanines, roofs, sprinklers, plazas, courts, ramps, common seating areas, landscaped and planted areas, retaining walls, balconies, stairways, escalators, elevators, bus stops, first-aid stations, sewage treatment facilities, lighting facilities, comfort stations or restrooms, civic center, meeting rooms, and other similar areas, facilities or improvements.

1.3.12 “Common Area Improvement Costs” shall mean all direct and indirect costs and expenses incurred by the Landlord and properly allocated to the construction and development of capital improvements to the Common Area.

1.3.13 “County” shall mean Miami-Dade County, Florida, a political subdivision of the State of Florida, its agencies and instrumentalities.

1.3.14 “Default Rate” shall mean an amount equal to the maximum percentage permitted by law, not to exceed eighteen (18%) percent per annum.

1.3.15 “Display Apparatus” shall refer to display cases, exhibits, dioramas, backlit showcases, video (or other animated) displays, courtesy direct-line phones, brochure dispensers, kiosks, and restricted-use computer networks and terminals.

1.3.16 “Effective Date” shall mean the date this Agreement shall have been signed by the Chief Executive Officer, which date shall be so entered and recorded on the signature page.

1.3.17 “Event of Default” shall have the meaning ascribed to it in Section 13.1.

1.3.18 “Federal Bankruptcy Code” shall mean Title 11 of the United States Code, entitled “Bankruptcy,” as amended, together with all regulations promulgated thereunder.

1.3.19 “Force Majeure” shall mean failure of power for a period in excess of seventy-two (72) consecutive hours, restrictive governmental law or regulation, riots, insurrection or wars, Acts of God, Casualty, acts of terrorism, and strikes, lockouts or other concerted industrial actions. In no event shall financial inability constitute Force Majeure.

1.3.20 “Governmental Authority” shall mean any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency, or any instrumentality thereof, having jurisdiction over the Premises or the activities conducted therein.

1.3.21 “Hazardous Materials Laws” shall mean all applicable requirements of federal, state and local environmental, public health and safety laws, regulations, orders, permits, licenses, approvals, ordinances and directives, including but not limited to, all applicable requirements of: the Clean Air Act; the Clean Water Act; the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act; the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Occupational Health and Safety Act; the Toxic Substances Control Act; the Pollutant Discharge Prevention and Control Act; the Water Resources Restoration and Preservation Act; the Florida Air and Water Pollution Control Act; the Florida Safe Drinking Water Act; and the Florida Environmental Reorganization Act of 1975.

1.3.22 “Hazardous Materials” shall mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, including, without limitation, petroleum, PCBs, asbestos, materials known to cause cancer or reproductive problems and those materials, substances and/or wastes, including infectious waste, medical waste and potentially infectious biomedical waste, which are or later become regulated by any local governmental authority or the United States Government, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" under any Hazardous Materials Laws.

1.3.23 “Holdover Period” shall have the meaning ascribed to in Section 3.4.

1.3.24 “Imposition” shall mean all assessments, fees, charges and levies imposed by a Governmental Authority, including without limitation, franchise fees, excises, impact fees, license and permit fees, levies, charges and taxes (including ad valorem real estate taxes on the land under the Premises and on the leasehold improvements, whether installed by the Tenant or by Landlord on the Tenant’s behalf), personal property taxes, sales taxes, and fire fees of any kind now or hereafter enacted, whether general or special, ordinary or extraordinary, foreseen or unforeseen, and of which is properly levied against the Premises, the leasehold improvements, the leasehold estate, or any sub-leasehold estate, as applicable.

1.3.25 “Improvements Approval Notice” shall have the meaning ascribed to it in Section 7.1.2.

1.3.26 “Improvements Completion Notice” shall have the meaning ascribed to it in Section 7.1.2.

1.3.27 “Improvements Deadline” shall have the meaning ascribed to it in Section 7.1.2.

1.3.28 “Indemnitees” shall have the meaning ascribed to it in Section 17.6.

1.3.29 “Insurance Requirements” shall have the meaning ascribed to it in Section 17.1.

1.3.30 “IPSIG” shall have the meaning ascribed to it in Section 20.25.

1.3.31 “Landlord Construction” shall have the meaning ascribed to it in Section 20.20.

- 1.3.32 “Landlord” shall have the meaning ascribed to in the Preamble.
- 1.3.33 “Lease Commencement Date” shall mean the date stated in Section 1.2.5.
- 1.3.34 “Lease Termination Date” shall mean the date or dates stated in Section 1.2.6.
- 1.3.35 “Liabilities” shall have the meaning ascribed to it in Section 17.6.
- 1.3.36 “Notice Recipient” shall have the meaning ascribed to it in Section 10.5.
- 1.3.37 “Notifying Party” shall have the meaning ascribed to it in Section 10.5.
- 1.3.38 “Parking Facility” shall mean any area designated by Landlord for the parking of automobiles, subject to any rule or regulation promulgated by Landlord.
- 1.3.39 “Parties” shall mean, collectively, the Landlord and the Tenant.
- 1.3.40 “Permitted Use” shall mean the uses stated in Section 1.2.18, subject to any prior agreement of Landlord prohibiting menu items or other uses, and for no other purpose whatsoever.
- 1.3.41 “Person” shall mean any natural person, firm, partnership, association, corporation, limited liability company, trust, public body, authority, governmental unit or other entity.
- 1.3.42 “Premises” shall mean that portion of the Building being more particularly depicted in Exhibit “B,” attached hereto and made a part hereof.
- 1.3.43 “Prohibited Use” shall mean the uses stated in Section 1.2.19.
- 1.3.44 “Receipt” shall have the meaning ascribed to it in Section 20.1.
- 1.3.45 “Renewal Option” shall mean additional successive periods as stated in Section 1.2.7.
- 1.3.46 “Rent Commencement Date” shall mean the date stated in Section 1.2.11.
- 1.3.47 “Rent” shall have the meaning ascribed to it in Section 5.1.
- 1.3.48 “Rental Year” shall mean that period commencing on the Rent Commencement Date and terminating on either (a) at the close of the last calendar month to occur prior to the first (1st) anniversary of the Rent Commencement Date, if the Rent Commencement Date shall occur on the first day of a calendar month; or (b) at the close of the calendar month to occur during the first (1st) anniversary of the Rent Commencement Date, for a Rent Commencement Date occurring on any other date; and thereafter, in all circumstances, consisting of successive periods of twelve (12) calendar months each. Rental Years shall be referred to as Rental Year “x” where “x” equals the sequential Rental Year number beginning with the first Rental Year, referred to as Rental Year 1.
- 1.3.49 “Restricted Entity” shall mean (a) any Person named by any executive order of the United States Department of Treasury as a terrorist; (b) any Person listed on the “Specially Designated National and Blocked Person” List, as amended from time to time, published by the Office of Foreign Assets Control; (c) other banned or blocked Person, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; (d) any Person so prohibited under Section 287.135, Florida Statutes, as amended, that shall: (i) be listed on the Scrutinized Companies that Boycott Israel List, (ii) be listed on the Scrutinized Companies with Activities in Sudan List, (iii) be listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (iv) engage in business operations in Cuba or Syria.
- 1.3.50 “Risk Administrator” shall mean the director of the Trust’s Department of Risk Management, or his/her designee.
- 1.3.51 “Security Deposit” shall mean the sum stated in Section 1.2.9, plus applicable sales/use tax.
- 1.3.52 “Solicitation Documents” shall mean that certain invitation to bids number _____ issued by Landlord on _____ for the Premises, and Tenant’s response thereto, portions of which are attached as Exhibit “F” hereto and made a part hereof; the remainder of which is incorporated in whole, by reference, and made a part hereof.
- 1.3.53 “Tax Year” shall mean each period as may be established by the taxing Governmental Authority

having lawful jurisdiction over the Premises.

1.3.54 “Tenant Contractors” shall have the meaning ascribed to it in Section 7.2.

1.3.55 “Tenant Floor Area” shall mean the number of square feet, stated in Section 1.2.4, contained in that portion of the Building Floor Area constituting the Premises which shall be measured (a) with respect to the front and rear width thereof, from the interior face of the exterior or corridor wall, or if none, from the center of the demising partition, to the opposite exterior face of the exterior or corridor wall or, if none, to the center of the opposite demising partition, and (b) with respect to the depth thereof, from the exterior face of the front exterior wall to the exterior face of the rear exterior wall, or corridor wall, or, if neither, to the center of the rear demising partition; and in no case shall there be any deduction for columns or other structural elements within any tenant’s premises.

1.3.56 Intentionally deleted

1.3.57 “Tenant Notice Address” shall mean the address stated in Section 1.2.2.

1.3.58 “Tenant Representatives” shall have the meaning ascribed to in Section 10.5.

1.3.59 “Tenant Trade Name” shall mean trade name stated in Section 1.2.3.

1.3.60 “Tenant” shall mean the Person stated in Section 1.2.1.

1.3.61 “Term” shall have the meaning ascribed to it in Section 3.1.

1.3.62 “Termination Damages” shall have the meaning ascribed to it in Section 13.3.

1.3.63 “Trade Name License” shall have the meaning ascribed to it in Section 4.4.1.

ARTICLE II: PREMISES

2.1 Lease. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, subject to any and all existing encumbrances and other matters of record, and the terms and conditions of this Agreement.

2.2 Quiet Enjoyment. Tenant, subject to the terms and conditions of this Agreement, upon payment of Rent, upon observing, keeping and performing all of its covenants and obligations under this Agreement, shall lawfully, peacefully and quietly have, hold and enjoy the Premises during the Term hereof without hindrance or ejection by any person lawfully claiming under Landlord.

2.3 Condition of Premises. Notwithstanding any other provision to the contrary, Tenant has inspected the Premises and accepts the same in its present “as is, where is” condition. Tenant agrees that Landlord has made no representation, warranty or inducement respecting the condition of the Premises to Tenant. Tenant’s taking possession or occupying the whole or a portion of the Premises shall be deemed conclusive evidence of Tenant’s acceptance of the Premises in satisfactory condition and in full compliance with all covenants and obligations of Landlord, if any, in connection therewith.

2.3.1 Condition at Surrender. At the expiration or sooner termination of this Agreement, Tenant shall surrender the Premises broom clean and in the same condition as when delivered by Landlord, or hereinafter improved by Tenant pursuant to Article VII, excepting depreciation caused by ordinary wear and tear, damage by Casualty, unavoidable accident or Act of God.

2.4 Access to Premises. In addition to any other right to enter the Premises under this Agreement, upon two (2) business days of advance notice, Landlord and its agents shall have the right to enter and pass through the Premises during business hours on business days (a) to examine the Premises and to show them to actual and prospective superior lessors, superior mortgagees, insurers or prospective purchasers, mortgagees or lessees of the Building, and (b) to make such repairs, alterations, additions and improvements in or to the Premises and in or to the building in which the Premises are located, or Landlord’s facilities and equipment as Landlord is required to make. Landlord shall be allowed to take all materials into and upon the Premises that may be required in connection therewith, without any liability to Tenant and without any reduction of Tenant’s covenants and obligations hereunder. Landlord shall use commercially reasonable efforts to minimize interference with the operation of Tenant’s business.

2.4.1 Keys, Locks & Codes. Door locks may not be changed, or additional door locks installed without the prior written approval of the Landlord. Tenant shall provide Landlord with entrance-door keys for emergency access. Landlord shall have a current working copy of all keys, cards, or codes to all exterior doors providing ingress/egress to the Premises. Tenant shall provide Landlord with such keys, cards, or codes prior to taking occupancy and within 24 hours upon change, modification or replacement. Tenant expressly acknowledges the potential safety implications related to its failure to comply with this Section 2.4.1, and that such failure shall constitute an Event of Default.

2.4.2 Inspections. Tenant shall cooperate with and permit access to the Premises by any governmental authority or accrediting body conducting inspections, surveys, reviews, or audits related to Tenant's operations, and shall notify Landlord of any survey or inspection that may reasonably affect the Building, the Premises, patient safety, or Landlord's compliance obligations.

2.4.3 Credentialing. The Trust, as a mandate of The Joint Commission, as well as other regulatory agencies, requires contractors, consultants and vendors to maintain credentialing documents for presentation upon request. Prior to assigning personnel to perform contracted services for JHS, the contractors, consultants and vendors, at their own expense, shall carefully screen personnel in accordance with JHS policies and procedures. As applicable to the Services being provided under this Agreement, the requirements shall include, but not be limited to, health screening, background and employee compliance as outlined below.

- (i) Physical exam and general health screen statement indicating the person is free of communicable disease and fit to perform the assigned job duties.
- (ii) Negative Urine Drug Test: 10 Panel Drug Screen submitted to a Trust approved drug testing facility.
- (iii) Criminal Background Screening: 7-year FDLE background screening which includes OIG/GSA sanctions. AHCA level 2 screening may also be required based on assigned facility.
- (iv) Proof of Flu Shot (Seasonal).
- (v) Proof of TB/PPD shot or Chest X-Ray (if positive TB skin test).
- (vi) Immunization Records (includes Measles, Mumps, Varicella, Hepatitis B, etc.).
- (vii) JHS On-line Orientation.

Contractors, consultants and vendors must present documentation of these credentialing requirements when requested during regulatory agency audits and surveys.

ARTICLE III: TERM

3.1 Term. The term of this Agreement shall commence on the Lease Commencement Date and shall terminate, without necessity of notice from either Party, on the Lease Termination Date, unless sooner terminated pursuant to any applicable provision of this Agreement ("Term").

3.2 Option to Extend. Tenant shall have the option to extend the Term of this Agreement through the exercise of a Renewal Option, as granted in Section 1.2.7, provided: (i) no default in the obligations of Tenant under this Agreement shall exist at the time such option is exercised; (ii) Tenant, and its affiliates, are current on any and all other obligations to Landlord and the County; (iii) Tenant shall provide notice to Landlord of its exercise of such option, the Receipt of which shall occur no less than One Hundred Eighty (180) calendar days prior to the Lease Termination Date, as the same may have been extended pursuant to this Section 3.2; and (iv) beginning with the second Option to Extend, the Annual Base Rent shall be confirmed (or adjusted where necessary) by a single Qualified Appraiser procured and paid for by Landlord; and (v) approval is granted by the Board of Trustees of the Public Health Trust of Miami-Dade County, Florida, or any successor governing body of Landlord if applicable. Notwithstanding anything in this Agreement to the contrary, Tenant's election to exercise the Renewal Option shall be conditional upon Tenant's approval of the Annual Base Rent for the applicable Option period.

3.3 Termination. This Agreement shall terminate on the Lease Termination Date, and Tenant hereby waives notice to vacate or quit the Premises and agrees that Landlord shall be entitled to the benefit of any and all provisions of law respecting the summary recovery of possession of the Premises from a tenant holding over to the same extent as if statutory notice had been

given. Tenant hereby agrees that if it fails to surrender the Premises at the end of the Term, Tenant shall be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant shall indemnify Landlord against all claims and demands made by any succeeding tenant.

3.4 Holding Over . If Tenant shall be in possession of the Premises after the expiration, or sooner termination, of the Agreement, the tenancy under this Agreement shall become a tenancy at sufferance, on a month-to-month basis, terminable by either Party upon notice thereof, Receipt of which shall occur no later than thirty (30) days prior to termination, and shall be subject to all terms and conditions contained in this Agreement as though the Term had been extended from month to month (“ Holdover Period ”). Such holding over shall not be deemed to operate as a renewal or extension of this Agreement, and nothing herein shall be interpreted to permit Tenant to retain possession of the Premises after the Lease Termination Date or sooner termination of this Agreement.

3.4.1 Holdover Rent . Notwithstanding the provisions of Section 3.4 to contrary, Tenant covenants to pay to Landlord, Rent adjusted as follows: (a) the Annual Gross Rent payable hereunder for each month during the Holdover Period shall be two (2) times the monthly installment of the Annual Gross Rent payable during the last month of the Term; and (b) all Additional Rent payable hereunder shall be prorated for each month during the Holdover Period.

ARTICLE IV: USE

4.1 Occupancy and Use . Tenant shall occupy the Premises on the Lease Commencement Date and shall, thereafter, have the non-exclusive right, privilege and obligation to continuously operate and use the Premises for the Permitted Use. Without limiting the general prohibition of the foregoing sentence, Tenant covenants not to use, nor permit the use of, the Premises for any Prohibited Use. Landlord reserves the right to permit individuals or entities other than Tenant (i) to carry on the same business as is being carried on by Tenant at the Premises, or (ii) to sell the same products as are being sold by Tenant at the Premises, at any other location owned or operated by Landlord or its affiliates, including within the building at which the Premises is located.

4.2 Legal Compliance . Tenant shall comply with all applicable laws, ordinances (including zoning ordinances and land-use requirements), rules, regulations and orders of all Governmental Authorities and any other public or quasi-public authority having jurisdiction over the Premises or the business activities conducted herein, including particularly, but without limitation, those concerning the use, occupancy and condition of the Premises and all machinery, equipment and furnishings located therein, and of any insurance underwriting board or insurance inspection bureau having or claiming a jurisdiction or any other body exercising similar functions and of all insurance companies from time to time selected by Landlord to write policies of insurance covering the Building and its surrounding property and any business activity conducted therein or there-from. It is expressly understood that if any present or future law, ordinance, regulation or order requires an occupancy permit for the Premises, Tenant will obtain such permit at no cost to Landlord.

The Parties agree that this Agreement and its terms were not entered into as an inducement or payment for referral of patients by either party to the other. The amounts paid by Tenant to Landlord have been determined by the Parties, through good faith and arms-length bargaining, to be commercially reasonable and consistent with fair market value, and do not include any rebate, kickback, or other reduction in charge. The Parties agree to comply with all applicable laws, including, but not limited to, Stark and the Anti-Kickback statutes and regulations. The Parties further agree to restructure or amend this Agreement, if necessary, to facilitate such compliance.

4.3 Intentionally Deleted

4.4 Tenant Trade Name . Tenant agrees to conduct its business in and at the Premises at all times required hereunder, under Tenant Trade Name. The Tenant Trade Name shall not be altered without: (a) the Tenant having first been in Receipt of written consent from Landlord; and (b) such alteration to the Tenant Trade Name be made to a majority of units, operated by the Tenant or Tenant affiliate, and operating under the Tenant Trade Name. Tenant agrees to make, at its sole cost and expense, all necessary alterations to signage on the Premises to reflect the altered Tenant Trade Name, no later than thirty (30) days following its Receipt of consent. In addition to the requirements of this Section 4.4, all alterations shall be performed pursuant to Article VIII of this Agreement.

4.5 Licensure and Certification . Tenant represents, warrants, and covenants that throughout the Term it shall (a) obtain and maintain, at Tenant’s sole cost and expense, all licenses, permits, registrations, certifications, accreditations, approvals,

and authorizations required to lawfully operate Tenant's business and provide hospice and/or palliative care services from the Premises, including without limitation any licenses required by the Florida Agency for Health Care Administration ("AHCA"), Florida Department of Health ("DOH"), Center for Medicare & Medicaid Services ("CMS"), and any other governmental authority having jurisdiction; (b) continuously operate in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances, including without limitation those governing hospice and home health agencies, patient rights, quality standards, Medicare/Medicaid participation requirements, and documentation and recordkeeping obligations; and (c) ensure that all personnel providing services in connection with Tenant's operations (whether employees, contractors, or agents) are appropriately licensed, certified, trained, and credentialed as required by applicable law and/or hospital or health system credentialing requirements applicable to the Premises.

Upon Landlord's request, Tenant shall promptly provide Landlord copies of all current licenses, certificates, permits, approvals, and any other documentation reasonably evidencing Tenant's authority to operate from the Premises, to the extent applicable to Tenant's operation. Tenant shall notify Landlord in writing within five (5) business days of any (i) notice of deficiency, statement of deficiencies, corrective action plan request, investigation, audit, survey, complaint, enforcement action, suspension, restriction, probation or revocation relation to Tenant's operations at the Premises; or (ii) event that could reasonably result in the loss or limitation of Tenant's ability to operate lawfully from the Premises.

46 Quality, Safety, and Care Coordination Performance Standards. Tenant shall, throughout the Term, operate its hospice and palliative care services at the Premises in full compliance with all applicable federal, state, and local laws, rules, and regulations, including without limitation 42 CFR §418.58, as amended from time to time, and in accordance with the quality, safety, and care coordination requirements set forth in Exhibit K. Tenant shall maintain and implement an effective, ongoing, and data-driven Quality Assessment and Performance Improvement ("QAPI") program consistent with the requirements applicable to Medicare and Medicaid certified hospice providers and Landlord specific standards and protocols identified, including but not limited to, the standards outlined in Exhibit K.

47 Records. To the extent 42 CFR 420.302 applies to this Agreement, upon the written request of the Secretary of the U.S. Department of Health and Human Services, the U.S. Comptroller General of the Government Accounting Office, or their authorized representatives, the Parties shall make available this Agreement and all books, documents, and records necessary to certify the nature and extent of the Parties' costs with respect to this Agreement, the Leased Premises and the Premises for a period of four (4) years after performing its duties hereunder. If the Parties carry out any of its duties under this Agreement through a subcontract worth \$10,000 or more over a 12-month period, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their authorized representatives to such subcontractor's books and records. The provisions of this Section 5.5 shall always be subject to the limitations imposed by applicable law in effect from time to time.

48 Fair Market Value. The parties hereto represent and warrant to each other that this Agreement is not made for the purpose of causing or securing a fee or other compensation for the referral of patients. Rather, this Agreement represents the result of arms-length negotiations and the parties believe that the rent amount constitutes fair market value within the meaning of § 1877(h)(3) of the Social Security Act and the regulations promulgated thereunder, which is: (a) consistent with general market value for coercial purposes; (b) does not take into account the intended use of the Property; (c) has not been adjusted to reflect the additional value that either party hereunder would attribute to the Property as a result of its proximity or convenience to a source of referrals or business otherwise generated for which payment may be made in whole or in part under a "Federal Health Care Program" (as hereinafter defined); and (d) has not been determined in a manner that takes into account the volume or value of any referrals or business otherwise generated for which payment may be made in whole or in part under a federal health care program. 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 of 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. The term "Federal Health Care Program" has the meaning assigned to that term in § 1128B of the Social Security Act ([42 USC § 1320a-7b(t)], which includes Medicare, Medicaid, and any other health care program that is operated by or financed in whole or in part by any federal, state, or local government agency.

49 Regulatory Events. The parties acknowledge that legislation or regulations may be enacted, advisory opinions may be issued or other changes in the law or in the interpretation thereof may occur ("Regulatory Event") which may affect the terms of this Agreement. In the event a Regulatory Event occurs which effectively renders this Agreement (or any provision thereof) unlawful, or otherwise may have a negative impact on the parties (including, without limitation, a material increase in the financial obligations of the parties) or subject either party or its affiliates to liability or penalties or exclusion from participation in governmental or private health benefit programs, either party may by written notice initiate a process to amend this Agreement. Such notice shall set forth a description of the Regulatory Event giving rise to the notice; contain documentation from legal counsel to the noticing party describing the Regulatory Event and the consequences or potential consequences of the Regulatory Event; and set forth the noticing party's intent to amend or, if the adverse consequences of said Regulatory Event are found to be both material to this Agreement and unavoidable, terminate this Agreement. If such notice is given and the parties are unable within thirty (30) days to reach agreement on all terms of an amendment, either party may terminate this Agreement by

providing at least fifteen (15) days written notice to the other party.

4.10 State & County Programs. The Landlord has entered into this Agreement according to the authority granted by provisions of the Enabling Legislation. This Agreement, and the tenancy created thereby, shall terminate (in whole or in part), without cost to the Landlord or the County, if at any time during the Term, the Tenant shall use the Premises in any manner not consistent with the provisions of the Enabling Legislation, it being understood that the Tenant and the Permitted Uses, as defined in this Agreement, are subject to a narrow exception to the general requirements of leasing public lands and facilities.

4.11 Patient Privacy. Notwithstanding anything to the contrary in this Agreement, the Landlord acknowledges that the information, records and data maintained within the Premises are confidential. Accordingly, to the extent that the Landlord or its employees and agents, through entry to the Premises or otherwise, will need to gain access to such information, records or data, the Landlord and its employees and agents shall, upon request from the Tenant, first execute a Business Associate Agreement with the Tenant in a form meeting the requirements of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91) and the regulations issued in connection therewith (collectively, "HIPAA") in advance of obtaining such access and shall maintain the confidentiality of same in accordance with applicable law, including the HIPAA. In this regard, subject to the provisions set forth in Sections 4.5, 4.6, and 12.15 of this Agreement: Landlord, its representatives and contractors, shall only enter areas of the Premises where such PHI is maintained (the "Secured Areas") when accompanied by an authorized representative of Tenant; additionally, Tenant shall be entitled to maintain locks on doors and employ other reasonable measures concerning access to Secured Areas or PHI, or both, such as conditioning Landlord's access to the Secured Areas as may be reasonably necessary for Tenant to comply the legal requirements governing PHI. The Landlord's obligations under this Section 5.8 shall survive the expiration or earlier termination of this Agreement.

ARTICLE V: RENT, AUDITS & SECURITY

5.1 Rent; Rent Payments Due. Tenant covenants to pay to Landlord, as rent for the Premises, the following: (a) Annual Gross Rent and Additional Rent (collectively, "Rent"), without any setoff, deduction, or demand therefore. Except as may be otherwise provided herein, Tenant shall not pay any Rent earlier than one (1) month in advance of the date on which it is due, and any Additional Rent which shall become due shall be payable with the next installment of Annual Gross Rent.

5.1.1 Annual Gross Rent. Tenant shall pay the Annual Gross Rent in equal monthly installments in advance of the first day of each calendar month during the Term. The first such payment due under this Section 5.1.1 shall be prorated to include any period from the Rent Commencement Date to the first day of the first full calendar month to occur thereafter.

5.1.2 Ancillary Services. Landlord shall provide the Ancillary Services to Tenant within the Premises as outlined in Exhibit X. Tenant shall pay to the Landlord each month, at the same time the monthly rental installment is due, an amount equal to one-twelfth (1/12) of the estimated cost to be incurred by Landlord in providing the Ancillary Services as shown on Exhibit L. Within a reasonable time after the expiration of the Lease Year, Landlord shall prepare and deliver to Tenant a statement showing the actual cost of Ancillary Services for the preceding Lease Year and if the actual cost of the Ancillary Services exceeds the estimated amount paid by Tenant, Tenant shall pay Landlord the difference between the estimated amount paid by Tenant and the actual amount paid by Landlord within 30 days. In the event that the actual cost of the Ancillary Services was less than the estimated amount paid by Tenant, the Landlord shall provide a rent credit to the Tenant within 30 days.

5.2 Annual Adjustments. Commencing on the first day of Rental Year 2 and then on the first day of each Rental Year to occur thereafter, (i) the Annual Gross Rent shall be increased three percent (3%).

5.2.1 No Waiver; Survival. Any delay or failure of Landlord in computing annual adjustments or billing Tenant for the escalation of Annual Gross Rent or Operating Charge shall not constitute a waiver of or in any way impair the continuing obligation of Tenant to pay such escalation of Annual Gross Rent or Operating Charge. Tenant's obligation to pay the escalated Annual Gross Rent and the Operating Charge pursuant to Section 5.2, shall continue and shall cover all periods up to the scheduled expiration or early termination of this Agreement.

5.3 Late Charges; Interest. If Tenant shall fail to pay any Rent when the same is due, Tenant shall be obligated to pay a late payment charge equal to five (5%) percent of any Rent payment not paid when due to reimburse Landlord for its additional administrative costs. Any Rent which is not paid when the same is due shall bear interest at the Default Rate from the first day due until paid.

5.4 Rent Payments; Delivery of Reports. Notwithstanding the provisions of Section 20.1, statements required by

this Article V shall be delivered, during normal business hours, or at such other place as Landlord may from time to time designate in a notice to Tenant, as follows:

5.4.1 Electronic Payments. Tenant agrees to make all payments of Rent electronically, pursuant to the ACH payment instructions attached as **Exhibit "C"** hereto and made a part hereof.

5.5 by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord shall be treated as payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

5.6 Security Interests.

5.6.1 Trade Fixtures. To protect Landlord in the event Tenant defaults hereunder, Tenant hereby grants to Landlord a security interest in all goods, inventory, equipment, trade fixtures, and all personal property belonging to Tenant which are or may be put into the Premises during the Term and all proceeds of the foregoing. Said security interest shall secure all amounts to be paid by Tenant to Landlord hereunder, including all costs of collection and other costs as may be required herein, an administrative charge equal to fifteen (15%) percent of such costs, and any other indebtedness of Tenant to Landlord. Tenant agrees to sign any financing statement of security agreement requested by Landlord to perfect such security interest. The lien granted hereunder shall be in addition to any lien of Landlord that may now or at any time hereafter be provided by law.

No security interest granted in this Section 5.9.1 shall extend to any currency or monetary instruments held within the Premises.

5.7 Advance Rent. Simultaneously upon the execution of this Agreement by Tenant, Tenant shall pay to Landlord the Advance Rent, the same to be held as security for the performance by Tenant of all obligations imposed under this Agreement which Tenant is required to perform prior to the Rent Commencement Date. If Tenant shall faithfully perform all such obligations, then the Advance Rent shall be applied, and only to such extent, by Landlord against the Rent first becoming due hereunder. Otherwise, Landlord shall be entitled to apply the Advance Rent, and only to such extent, against any damages which it may sustain by reason of Tenant's failure to perform its obligation under this Agreement, but such application shall not preclude Landlord from recovering greater damages if the same can be established

5.11 Security Deposit. Simultaneously upon the execution of this Agreement by Tenant, Tenant shall pay to Landlord the Security Deposit, the same to be held as security for performance by Tenant of all obligations imposed under this Agreement which Tenant is required to perform during the Term, and any extension thereof. If Tenant defaults in its payment of Rent or performance of any of its other obligations under this Agreement, and any renewals or extensions thereof, Landlord may, at its sole option and without any obligation, whether before or after enforcing its remedies against the Tenant under Article XIII hereof, retain, use, or apply the whole or any part of the Security Deposit to such extent, against any damages which Landlord may sustain by reason of Tenant's failure to perform such obligations, but such application shall not preclude Landlord from recovering greater damages if the same can be established. In no event shall the Security Deposit serve as Advance Rent. If Landlord uses, applies, or retains all or any portion of the Security Deposit, Tenant shall restore the Security Deposit to its original amount within five (5) days of Receipt of written demand from Landlord. Tenant's failure to timely comply with the provisions of this Section 5.9 shall be an Event of Default. Except as may be required by applicable law, Landlord: (a) shall not be required to keep the Security Deposit separate from its own funds, and may commingle the Security Deposit with its own funds; (b) shall have no fiduciary responsibilities or trust obligations whatsoever with regard to the Security Deposit and shall not assume the duties of a trustee for the Security Deposit; and (c) shall not be required to keep the Security in an interest-bearing

account. Provided that Landlord has determined, in its sole discretion, that Tenant has fully and faithfully complied with all the terms, provisions, covenants, and conditions of this Agreement, and any modification, extension, or renewal thereof, Landlord shall return any unused part of the Security Deposit to Tenant within a reasonable time following the expiration or earlier termination of the Agreement. The Security Deposit shall not be mortgaged or encumbered by Tenant, and neither Landlord nor its successors or assigns shall be bound by any such mortgage or encumbrance.

ARTICLE VI: TAXES AND IMPOSITIONS

6.1 Payment of Impositions. Tenant shall pay, or cause to be paid, all Impositions before they become delinquent (i.e., before any penalty, fine or interest is added to the amount due, but without any requirement that the amount due be paid by any date which will take advantage of any discounts available for early payment). If by law any Imposition is payable or may, at the option of the taxpayer, be paid in installments (whether or not interest shall accrue on the unpaid balance of the Imposition), Tenant may pay the same (and any accrued interest on the unpaid balance of the Imposition) in installments, but same shall in all events be paid before they become delinquent. Landlord may require that Tenant's leasehold improvements be separately assessed by the Governmental Authority.

6.2 Taxes on Rent. Tenant acknowledges and agrees that the amounts set forth herein as Rent do not include any and all applicable sales/use tax. In addition to the payment of any other tax or Imposition as may be required herein, unless Tenant shall be exempt from such payments, Tenant shall pay to Landlord any sales, excise and other tax levied, imposed or assessed by a Governmental Authority upon any Rent payable hereunder.

6.3 Proof of Payment. Tenant shall provide, or caused to be provided, to Landlord, within thirty (30) days of payment of any tax or Imposition, official receipts of the appropriate Governmental Authority, photocopies thereof or other proof of payment satisfactory to Landlord.

6.4 Tax Year Adjustments. For a Tax Year in which the Term commences or terminates, the provisions of Sections 6.1 and 6.2 shall apply, but Tenant's liability for any Imposition or other tax for such year shall be subject to a pro rata adjustment based upon the number of days of such Tax Year falling within the Term.

ARTICLE VII: TENANT IMPROVEMENTS

7.1 Tenant's Improvements. The Tenant will not make any alterations, renovations, improvements or other installations in, on or to any part of the Premises (including, without limitation, any alterations of signs, structural alterations, or any cutting or drilling into any part of the Premises) unless and until the Tenant shall have caused plans and specifications therefor to have been prepared, at the Tenant's expense, by an architect or other duly qualified person and shall have obtained the Landlord's written approval thereof. If such approval is granted, the Tenant shall cause the work described in such plans and specifications to be performed, at its expense, promptly, efficiently, competently and in a good and workmanlike manner by duly qualified and licensed Persons, using first grade materials, without interference with or disruption to the operations of the Landlord or other occupants of the Building. All such work shall comply with all applicable codes, rules, regulations and ordinances. The written approval of the Landlord shall not constitute an opinion or agreement by the Landlord that the plans and specifications of the improvements are structurally sufficient or in compliance with any laws, codes or other applicable regulations. Tenant shall, upon Landlord's written request, remove any improvement performed without Landlord's required prior consent and restore the Premises to its pre-existing condition.

7.1.1 Commencement. Tenant agrees to apply for all necessary permits within sixty (60) days of the Lease Commencement Date. Prior to commencement of any work under this Article VII, Tenant shall submit for Landlord's written approval: (a) such certificate(s) of insurance as required under Article XVII; (b) copies of such executed agreements required under Section 7.2; (c) work schedule; (d) projected costs; and (e) such Bonds as may be required pursuant to Article XVII. Landlord's approval of the Tenant Improvement Plan, or any plan or specification related thereto, shall not constitute an opinion or agreement by the Landlord that the plans and specifications of the improvements are structurally sufficient or in compliance with any laws, codes or other applicable regulations.

7.1.2 Completion & Landlord Approval. Tenant shall complete all improvements under this Article VII, and deliver to Landlord a written notice certifying that such improvements are completed and, accompanied by (i) proof of satisfactory completion in a good and workmanlike manner of such improvements; (ii) all forms and supporting waivers and lien releases as required by Landlord from Tenant Contractors; and (iii) any other documentation which Landlord may reasonably require in connection with such improvements ("Improvements Completion Notice"), no later than fourteen (14) days prior to the Rent Commencement Date ("Improvements Deadline"). Within fourteen (14) days of its Receipt of the Improvements Completion Notice, Landlord shall inspect the Premises and deliver to Tenant a written notice of Landlord's approval, if approved, of such improvements ("Improvements Approval Notice").

7.1.3 Landlord Disapproval. If Landlord shall deliver written notice of its disapproval of such improvements, Tenant shall promptly proceed to correct any aspects of the Tenant Improvement Plan which Landlord shall have

disapproved, and resubmit an Improvements Completion Notice pursuant to Section 7.1.2, and shall be further subject to the same review process. There shall be no extension of the Rent Commencement Date for disapprovals issued pursuant to this Section 7.1.3.

7.1.4 Inspection Delays. If Landlord, through no fault of Tenant, does not timely complete its inspection of the improvements made under this Article VII and deliver to Tenant an Improvements Approval Notice, then, and in such event, the Rent Commencement Date shall be extended by the same number of days as are between the date on which Landlord should have delivered the Improvements Approval Notice and the actual date such notice shall have been delivered to Tenant, both dates inclusive.

Notwithstanding any other provision to the contrary, if Landlord does not timely complete its inspection pursuant to Section 7.1.2, there shall be no extension of the Rent Commencement Date pursuant to this Section 7.1.4 if Landlord determines, in good faith, upon inspection that the improvements have not been performed pursuant to the Tenant Improvement Plan.

7.1.5 Post-Construction Documents. No later than Forty-Five (45) days following Tenant's Receipt of an Improvements Approval Notice, Tenant shall deliver to Landlord a complete set of "as-built" drawings and such other related documents as may be reasonably requested by Landlord. Such "as-built" drawings and other related documents shall become the property of Landlord, except to the extent of any intellectual property reflecting Tenant's trademarks, trade names or trade dress contained therein.

7.2 Liens. No work performed by Tenant pursuant to this Agreement, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord so that no mechanic's or other lien, or tax, shall be allowed against the estate or estates of Landlord by reason of any consent given by Landlord to Tenant to improve the Premises. Tenant shall place such contractual provisions as Landlord may request in all contracts and subcontracts for Tenant's improvements assuring Landlord that no mechanic's liens will be asserted against Landlord's interest or interests in the Premises or the property of which the Premises are a part. Said contracts and subcontracts shall provide, *inter alia*, the following:

(a) that notwithstanding anything in said contracts or subcontracts to the contrary, Tenant's contractors, subcontractors, suppliers and materialmen (collectively, "Tenant Contractors") will perform the work and furnish the required materials on the sole credit of Tenant;

(b) that no lien for labor or materials will be filed or claimed by the Tenant Contractors against the interest or interests of Landlord in the Premises or the property of which the Premises are a part;

(c) that the Tenant Contractors will immediately discharge any such lien filed by any of the Tenant Contractors' suppliers, laborers, materialmen or subcontractors; and

(d) that the Tenant Contractors will indemnify and save Landlord harmless from any and all costs and expenses, including attorneys' fees, suffered or incurred as a result of any such lien undertaken by the Tenant Contractors.

Tenant shall promptly pay all persons furnishing labor or materials with respect to any work performed by Tenant or Tenant Contractors on or about the Premises. If any mechanic's or other liens shall at any time be filed against the Premises or the property of which the Premises are a part by reason of non-payment of taxes, work, labor, services or materials performed or furnished, or alleged to have been regardless of whether any such lien is asserted against the interest or interests of Landlord, or Tenant, Tenant shall forthwith cause the same to be discharged of record or bonded to the satisfaction of Landlord. If Tenant shall fail to cause such lien forthwith to be so discharged or bonded within ten (10) days following Tenant's Receipt of notice of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by Landlord, including attorneys' fees incurred by Landlord either in defending against such lien or in procuring the bonding or discharge of such lien, together with interest thereon at the Default Rate and an administrative charge equal to fifteen (15%) percent of such costs, shall be due and payable to Landlord as Additional Rent.

7.3 Title to Leasehold Improvements. All leasehold improvements, excluding trade fixtures and apparatus, installed in the Premises at any time, whether by on behalf of Tenant or by or behalf of the Landlord, shall not be removed from the Premises at any time, unless such removal is consented to in advance by Landlord; and at the expiration, or early termination, of this Agreement, all such leasehold improvements shall be deemed to be part of the Premises, shall not be removed by Tenant when it vacates the Premises, and title thereto shall vest solely in Landlord without payment of any nature to Tenant.

7.4 Trade Fixtures. All trade fixtures and apparatus, excluding leasehold improvements, owned by Tenant and installed in the Premises shall remain the property of Tenant and shall be removable at any time, including upon the expiration of the Term, provided Tenant shall not at such time be in default of any term or covenant of this Agreement, and provided further, that Tenant shall repair any damage to the Premises caused by the removal of said trade fixtures and apparatus and shall restore the Premises to substantially the same condition as existed prior to the installation of said trade fixtures and apparatus.

7.5 Workforce: Residents First. All construction contracts shall comply with Section 2-11.17 of the Code and Implementing Order 3-61 which require that: (i) all persons employed to perform construction shall have completed the ten (10) hour construction training course established by the Occupational Safety and Health Administration (“OSHA”) of the United States Department of Labor; and (ii) the contractor will aspire to promote employment opportunities for local residents and, to the extent reasonably practice, seek to achieve a project goal of having fifty one percent (51%) of all construction labor hours performed by Miami-Dade County residents. Tenant shall coordinate with Small Business Division (SBD) to implement the provisions of this subsection.

7.6 Workforce: Local Workforce Requirements. All construction contracts shall comply with Section 2-1701 of the Code and Implementing Order 3-37, requiring that a minimum of ten (10%) percent of the construction workers employed from any “Designated Target Areas” located within Miami-Dade County. Tenant shall coordinate with SBD to implement the provisions of this subsection.

7.7 Good Standing of Service Contractor. Tenant shall not enter into any device contract with a vendor that has been debarred by the Trust or County.

ARTICLE VIII: REPAIRS AND ALTERATIONS

8.1 Repairs by Landlord. Landlord, at its expense, will make or cause to be made, structural repairs to exterior walls, structural columns, roof penetrations and structural floors which collectively enclose the Premises (excluding all doors, door frames, windows and glass); provided Tenant shall give Landlord notice of the necessity for such repairs.

8.2 Repairs by Tenant. All repairs to the Premises or any installations, equipment or facilities therein, other than those repairs by Landlord pursuant to Section 8.1, shall be made by Tenant at its expense. In addition to any repair that may be generally required herein, Tenant will keep the interior of the Premises, together with all electrical, plumbing and other mechanical installations therein and the heating, ventilating and air conditioning system installed by Tenant in the Premises, in good order and repair and will make all replacements from time to time required thereto at its expense. Tenant will not overload the electrical wiring within or serving the Premises, and will install at its expense, subject to the provisions of Section 8.4, any additional electrical wiring which may be required in connection with Tenant’s apparatus. Any damage or injury sustained by any person because of mechanical, electrical, plumbing or any other equipment or installations, whose maintenance and repair shall be the responsibility of Tenant, shall be paid for by Tenant, and Tenant hereby agrees to indemnify and hold harmless Landlord from and against all claims, actions, damages and liability in connection therewith, including, but not limited to attorneys’ fees and other professional fees, and any other cost which Landlord might reasonably incur.

8.3. Damage to Premises. Tenant will repair promptly at its expense any damage to the Premises and, upon demand, shall reimburse Landlord, as Additional Rent, for the cost of the repair of any damage elsewhere on the Building, caused by or arising from the installation or removal of property in or from the Premises, regardless of fault or by whom such damage shall be caused (unless caused by Landlord, its agents, employees or contractors). If Tenant shall fail to commence such repairs within five (5) days after Tenant’s Receipt of notice to do so from Landlord, Landlord may make or cause the same to be made and Tenant agrees to pay to Landlord promptly upon Landlord’s demand, as Additional Rent, the cost thereof, and an administrative fee equal to fifteen (15%) percent of such costs, with interest thereon at the Default Rate until paid.

8.4 Tenant Alterations. Tenant will not make any alterations, renovations, improvements or other installations in, on or to any part of the Premises (including, without limitation, any alterations, signs, structural alterations, or any cutting or drilling into any part of the Premises) unless and until Tenant shall have caused plans and specifications therefor to have been prepared, at Tenant’s expense, by an architect or other duly qualified person and shall have obtained Landlord’s written approval thereof. If such approval is granted, Tenant shall cause the work described in such plans and specifications to be performed, at its expense, promptly, efficiently, competently and in a good and workmanlike manner by duly qualified and licensed persons or entities, using first grade materials, without interference with or disruption to the operations of tenants or other occupants of the Building. All such work shall comply with all applicable codes, rules, regulations and ordinances. The written approval of Landlord shall not constitute an opinion or agreement by the Landlord that the plans and specifications of the improvements are structurally sufficient or in compliance with any laws, codes or other applicable regulations.

84.1 Construction. Any such alterations, renovations, improvements or other installations shall (a) be conducted under the supervision of an architect or engineer selected by Tenant and approved by Landlord, in writing, which approval shall not be unreasonably withheld; (b) be made in accordance with detailed plans and specifications prepared by such architect or engineer and approved, in writing by Landlord; (c) be made promptly and in good workmanlike manner; and (d) be paid by, or caused to be paid by, Tenant fully and promptly.

84.2 Construction Plans. Plans and specifications shall, at a minimum, cover the following matters in connection with any alteration, renovation, improvement or other installation to the Premises: (i) basic construction and further leasehold improvements; (ii) proposed new equipment and fixtures; (iii) proposed furniture and décor; (iv) proposed signage, which must be in compliance with the overall look of the area; and (v) other matters relating to site preparation, including but not limited to drainage, and other required facility improvements.

85 Landlord Alterations. Landlord reserves the right at any time and from time to time to (a) make or permit changes or revisions in the plan for the Building, or the Building Floor Area including additions to, subtractions from, rearrangements of, alterations of, modifications of, or supplements to, the building areas, walkways, driveways, parking areas, or other Common Areas; (b) construct improvements in the Building and to make alterations thereof or additions thereto and to build additional stories on or in any such building or buildings and build adjoining same, including (without limitation) kiosks, pushcarts and other displays in the Common Areas; and (c) make or permit changes or revisions in the Building or the Building Floor Area, including additions thereto, and to convey portions of the Building to others for the purpose of constructing thereon other buildings or improvements, including additions thereto and alterations thereof.

86 Roof and Walls. Landlord shall have the exclusive right to use all or any part of the roof of the Premises for any purpose; to erect additional stories or other structures over all or any part of the Premises; to erect in connection with the construction thereof temporary scaffolds and other aids to construction on the exterior of the Premises, provided that access to the Premises shall not be denied; and to install, maintain, use, repair and replace within the Premises pipes, ducts, conduits, wires and all other mechanical equipment serving other parts of the Building, the same to be in locations within the Premises as will not unreasonably deny Tenant's use thereof. Landlord may make any use it desires of the side or rear walls of the Premises or other structural elements of the Premises, provided that such use shall not encroach on the interior of the Premises unless (i) all work carried on by Landlord with respect to such encroachment shall be done during hours when the Premises are not open for business and otherwise shall be carried out in such a manner as not to unreasonably interfere with Tenant's operations in the Premises, and (ii) Landlord, at its expense, shall repair all damage to the Premises resulting from such work.

87 Permits and Other Approvals. Tenant shall be responsible to securing all necessary permits and other approvals as may be required by any Governmental Authority having jurisdiction over the Premises prior to the commencement of any work pursuant to this Agreement.

ARTICLE IX: COMMON AREAS

91 Use of Common Area. Landlord grants to Tenant and its agents, employees and customers a non-exclusive license to use the Common Areas in common with others during the Term, subject to the exclusive control and management thereof at all times by Landlord or its designee and subject, further, to the rights of Landlord set forth in Section 8.5. Common Area Management. Landlord will operate and maintain, or will cause to be operated and maintained, the Common Areas in a manner deemed by Landlord to be reasonable and appropriate and in the best interests of the Building. Landlord will have the right (i) to establish, modify and enforce reasonable rules and regulations with respect to the Common Areas; (ii) to enter into, modify and terminate easement and other agreements pertaining to the use and maintenance of the Common Areas; (iii) to enforce parking charges with appropriate provisions, at its sole option, for free parking ticket validation by tenants; (iv) to close all or any portion of the Common Areas to such extent as may, in the opinion of Landlord, be necessary to prevent a dedication thereof or the accrual of any rights to any person or to the public therein; (v) to close temporarily any or all portions of the Common Areas; and (vi) to do and perform such other acts in and to said areas and improvements as, in the exercise of good business judgment, Landlord shall determine to be advisable.

92 Common Area Management. Landlord will operate and maintain, or will cause to be operated and maintained, the Common Areas in a manner deemed by Landlord to be reasonable and appropriate and in the best interests of the Building. Landlord will have the right (i) to establish, modify, and enforce reasonable rules and regulations with respect to the Common Areas; (ii) to enter into, modify and terminate easement and other agreements pertaining to the use and maintenance of the Common

Areas; (iii) to enforce parking charges with appropriate provisions, at its sole option, for free parking ticket validation by tenants; (iv) to close all or any portion of the Common Areas to such extent as may, in the opinion of Landlord, be necessary to prevent dedication thereof or accrual of any rights to any person or to the public therein; (v) to close temporarily any or all portions of the Common Areas; and (vi) to do and perform such other acts in and to said areas and improvements as, in the exercise of good business judgement, Landlord shall determine to be advisable.

93 Renovation and Expansion. If, during the Term, the Common Areas, or any part thereof, are expanded or renovated to the extent that Common Area Improvement Costs incurred in connect therewith exceed a sum equal to Thirty and No/100 Dollars (\$30.00) per square foot of the Building Floor Area, the Annual Base Rent shall be increased at a rate established by a single Qualified Appraiser procured and paid for by Landlord.

94 Parking. At Landlord's option, Landlord may make available to Tenant, monthly parking permits for the parking of passenger automobiles in those parking areas designated by Landlord in the Parking Facility for Tenant and its invitees. Charges for such permits shall be the prevailing rate charged from time to time by Landlord or Landlord's designee, which rates may be changed at any time in Landlord's sole discretion.

Landlord grants to Tenant, its agents, employees and customers a non-exclusive license to use the Parking Facilities on a self-park, first-come first-serve basis, subject to availability, and any rule or regulation promulgated by Landlord. No specified parking space within the Parking Facility will be allocated for use by Tenant. Landlord does not assume any responsibility for, and shall not be held liable for any damage or loss to any automobiles or other vehicles parking in the Parking Facility or to any personal property located therein, or for any injury sustained by any person in or about the Parking Facility.

ARTICLE X: OPERATIONS

101 Tenant Operations. Tenant will at its expense: The Tenant will at its expense: (a) maintain the Premises in a clean, orderly and sanitary condition; (b) deposit garbage, trash, rubbish or other refuse in areas designated by Landlord; (c) keep all mechanical apparatus reasonably free of vibration and noise which may be transmitted beyond the Premises; (d) comply with all laws, ordinances, rules and regulations, now or hereinafter in effect, of Government Authorities and all reasonable recommendations of the Landlord's casualty insurer or insurers and other applicable insurance rating organization now or hereinafter in effect; (e) comply with and observe all rules and regulations established by the Landlord from time to time which apply generally to all tenants in the Building and the Premises, (f) conduct its business in all respects in a dignified manner and; (g), (h) adhere to hospital infection prevention policies, surveillance, and isolation protocols and;(i) comply with hospital emergency codes, drills, and disaster plans.

Tenant will not: (m) use the Premises for any Prohibited Use; (n) place or maintain any merchandise, signage, trash, refuse or other articles in a vestibule or entry of the Premises, on the walkways or corridors adjacent thereto or elsewhere on the exterior of the Premises, nor obstruct any driveway, corridor, walkway, parking area, mall or any other Common Area; (o) use or permit the use of any objectionable advertising medium, including without limitation, loudspeakers, phonographs, public address systems, sound amplifiers, reception of radio or television broadcasts within the Building, which is in any manner audible or visible outside of the Premises; (p) permit undue accumulations of or burn garbage, trash, rubbish or other refuse within or outside the Premises; (q) cause or permit objectionable odors (in the opinion of Landlord) to emanate or to be dispelled from the Premises; (r) solicit business in any Common Area; (s) distribute handbills or other advertising matter in any Common Area; (t) permit the parking of vehicles so as to interfere with the use of any driveway, corridor, walkway, parking area, mall or other Common Area; (u) receive or ship articles of any kind outside the designated loading areas for the Premises; (v) use mall, corridor or any other Common Area adjacent to the Premises for the sale or display of any merchandise or for any other business, occupation or undertaking; (w) conduct or permit to be conducted any auction, fictitious fire sale, going out of business sale, bankruptcy sale (unless directed by court order), or other similar type sale in or connected with the Premises (this provision shall not be interpreted to restrict Tenant's absolute freedom to determine selling prices, nor preclude the conduct of periodic seasonal, promotional or clearance sales); (x) use or permit the use of any portion of the Premises in a manner which will be in violation of law; (y) place a load upon any floor which exceeds the floor load for which the floor was designed to carry; (z) operate its heating or air-conditioning in such a manner as to drain heat or air conditioning from the Common Area or from the premises of any other tenant or other occupant of the Building; or (aa) use the Premises for any unlawful or illegal business, use or purpose, or for any business, use or purpose which is immoral or disreputable (including without limitation "adult entertainment establishments" and "adult bookstores"), or which is hazardous, or in such manner as to constitute a nuisance of any kind, or for any purpose in any way in violation of the certificate of occupancy or other similar approvals of applicable Governmental Authorities.

102 Signs and Advertising. Tenant will not place, or cause to be placed or maintained on the exterior of the Premises, or any part of the interior visible from the exterior thereof, any sign, banner, advertising matter or any other thing of any kind, and will not place or maintain any decoration, letter or advertising matter on the glass of any window or door of the Premises without having first obtained the written approval of Landlord, which approval shall not be unreasonably withheld. Notwithstanding the general prohibition stated above, and subject to all applicable laws, Tenant shall be authorized to place signage on the Premises in compliance with the overall look of the Building and consistent with the Sign Package, a copy of which shall be attached as Exhibit "I" hereto and made a part hereof. Tenant shall, at no cost to Landlord, maintain such sign, banner, decoration, lettering, advertising matter or other thing as may be permitted herein in good condition and repair at all times. Landlord may, at its option, procure and install signs, at Tenant's expense, within the Premises. No painting of signs shall be permitted directly to the masonry. Tenant is expressly aware of Landlord's right to remove, without notice, any signs in violation of this Agreement.

10.2.1 Commercial Advertising. In addition to the prohibitions and requirements of Section 10.2, Tenant shall not, within the Premises, offer for sale or install, maintain or operate, nor suffer to be installed in the Premises, any Display Apparatus for the provision of commercial advertising of any item, product, service or thing which is not available as an item, service, product for sale or product for demonstration within the Premises.

103 Painting & Displays. Tenant will not paint or decorate any part of the exterior of the Premises, or any part of the interior of the Premises visible from the exterior thereof, without having first obtained the written approval of Landlord. Tenant will install and maintain at all times, subject to the other provisions of this Section 10.3, displays of merchandise in the show windows (if any) of the Premises. All articles, and the arrangement, style, color and general appearance thereof, in the interior of the Premises, including without limitation, window displays, advertising matter, signs, merchandise and fixtures, shall be in keeping with the character and standards of the improvements within the Building, as determined by Landlord. Landlord reserves the right to require Tenant to correct any non-conformity.

104 Trash Removal. At its option, Landlord may furnish, or cause to be furnished, a service for the removal of trash from receptacles designated by Landlord for the daily deposit by Tenant of its garbage, trash, rubbish or other refuse, and, if it shall do so, then in each Rental Year, at Landlord's election.

105 Hazardous Materials. Tenant hereby agrees that the Tenant and its officers, directors, employees, representatives, agents, contractors, subcontractors, and any other users of the Premises (collectively, "Tenant Representatives") shall not use, generate, manufacture, refine, produce, process, store or dispose of, on, under or about the Premises and the Building or transport to or from the Premises and the Building in the future for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing or transporting Hazardous Materials, except in compliance with all applicable Hazardous Materials Laws. Furthermore, the Tenant shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by the Tenant or any of the Tenant Representatives of any Hazardous Materials in the Premises, including without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Premises.

Tenant represents and warrants that Tenant and Tenant Representatives shall at all times during the term of this Agreement be in compliance with all Hazardous Materials Laws. Tenant shall indemnify, defend and hold Landlord, the County, and their respective Trustees, Commissioners, medical staff, officers, employees, agents and instrumentalities, 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 Section 10.5. This indemnity shall survive the expiration or sooner termination of this Agreement.

Each party hereto (for purposes of this paragraph, "Notifying Party") shall immediately notify the other party (the "Notice Recipient") in writing of: (a) any enforcement, clean up, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Premises pursuant to any Hazardous Materials Laws; (b) any claim made or threatened by any person against the Notifying Party, the Premises, or the Building, relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials on or about the Premises; and (c) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Premises including any complaints, notices, warnings or asserted violations in connection therewith, all upon receipt by the Notifying Party of actual knowledge of any of the foregoing matters. Notifying Party shall also supply to Notice Recipient as promptly as possible, and in any event within five (5) days after Notifying Party first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Building or Tenant Representatives' use thereof.

The provisions of this Section 10.5 shall survive the expiration or early termination of this Agreement.

106 Management & Staff. Tenant shall (a) hire and assign such qualified and experienced manager or managers; or (b) maintain such minimum operating qualifications; or (c) both; as provided and represented in the Solicitation Documents, at all times during the Term hereof, for the proper operation of the Premises. Tenant shall reasonably control the conduct, demeanor and appearance of its officers, members, employees, agents and representatives, and customers and patrons and upon objection of Landlord concerning the conduct, demeanor or appearance of any such persons, Tenant shall take all necessary steps to correct the cause of such objection.

107 Intentionally deleted.

108 Smoke Free Environment. There shall be no smoking in the Premises. Tenant acknowledges Landlord's smoke-free policy and the requirements placed upon Landlord by applicable laws of certain Governmental Authorities and accrediting organizations.

109 Disabled Individuals. Tenant understands, recognizes and warrants that the Premises are, and shall at all times be maintained, in accordance with the requirements for disabled individuals contained in the Americans with Disabilities Act of 1991 ("ADA") and Section 553.48 of the Florida Statutes. Landlord further warrants that access to and from the Premises, including, but not limited to restrooms, hallways, entryways to the street, and accessible parking will be brought into compliance with the accessibility standards for government programs contained in the ADA and all requirements of Section 255.21 of the Florida Statutes.

1010 Other Maintenance Agreements. Tenant agrees to keep and maintain all heating, ventilating and air conditioning systems in good working order and repair during the Term.

1011 No Liens. Tenant agrees not to suffer the estate of Landlord in the Premises, at any time during the Term, to become subject to any lien, charge, or encumbrance whatsoever, and to indemnify, and keep indemnified, Landlord against all such liens, charges and encumbrances, it being expressly agreed that Tenant shall have no authority, express or implied, to create any lien, charge, or encumbrance upon the estate of Landlord on the Premises. If Tenant shall fail to cause any such lien, charge, or encumbrance forthwith to be so discharged or bonded within ten (10) days following Tenant's Receipt of notice of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by Landlord, including attorneys' fees incurred by Landlord either in defending against such lien or in procuring the bonding or discharge of such lien, together with interest thereon at the Default Rate and an administrative charge equal to fifteen (15%) percent of such costs, shall be due and payable to Landlord as Additional Rent.

ARTICLE XI: UTILITIES

11.1 Utility Service. To the extent that electricity, water, gas or other utility serving the Premises is not separately metered, the Landlord shall provide, or cause to be provided, utility service to Premises (only if such utilities are provided to the Premises, it being understood that Landlord shall not be obligated to procure any new service).

11.2 Landlord Services. At all times during the Term, 24 hours a day, seven days a week, except as set forth below, the Landlord shall furnish to Tenant the following building services to the extent reasonably necessary for Tenant's use of the Premises for the Permitted Use, or as may be required by law or directed by the Governmental Authority, without any warranty (express or implied):

- (a) HVAC service
- (b) Water to the Common Area for lavatory and drinking purposes;
- (c) Automatic elevator service;
- (d) Cleaning and janitorial service;
- (e) Washing of windows at intervals reasonably established by the Landlord;
- (f) Implementation of all necessary actions to prepare the Building and Common Areas for impending storms and hurricanes.

11.4 Information Technology and Telecommunications. Tenant's Internet Service Providers (ISP's) shall be limited to the Landlord's authorized ISP's (currently AT&T and Crown Castle). Subject to the terms and conditions contained herein, Tenant shall only utilize Landlord's authorized third-party low-voltage vendor to install any reasonably necessary equipment, conduits, wiring, or other improvements in locations approved in writing by Landlord so that Tenant can conduct its operations within its Premises. For the purposes of clarity, Tenant may utilize its own workforce or a third-party vendor of choice for any information technology and telecommunications activities strictly within Tenant's leased Premises only. Tenant's own workforce and/or third-party vendor of choice working within the Premises shall not intrude upon any Common Areas or other areas of the Building when performing any activities on behalf of the Tenant.

ARTICLE XII: SUBLETTING & ASSIGNMENTS

121 Landlord's Consent. Tenant will not assign this Agreement, in whole or in part, nor sublet all or any part of the Premises, nor license concessions or lease departments therein (for purposes of this Article XII, each individually and collectively, a "Transfer"), nor pledge or encumber, by mortgage or other instruments, its interest in this Agreement without first submitting a written request to Landlord ("Transfer Notice"), and having received the written consent of Landlord, which consent may be withheld in its sole and absolute discretion. This prohibition shall include, without limitation, any Transfer which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's corporate, partnership or proprietary structure or ownership. Consent by Landlord to any Transfer, pledge or encumbrance, shall not constitute a waiver of the requirement for such consent to any subsequent Transfer, pledge or encumbrance. Notwithstanding the foregoing, sale of stock over a nationally recognized security exchange shall not be deemed a Transfer for purposes of this Agreement.

Notwithstanding any other provision to the contrary, Landlord's approval to any Transfer shall be subject to (a) any appropriate adjustment in Rent as the Parties shall mutually agree upon (with each party acting reasonably and in good faith); and (b) the reasonable discretion of the Landlord, which shall include such policy considerations as are deemed appropriate by the Landlord at such time.

122 Minimum Requirements. Landlord agrees to not unreasonably withhold its consent to a Transfer provided that:

1221 at least sixty (60) days before the proposed effective date of the Transfer, Landlord receives for approval a copy of a fully executed unconditional Transfer wherein the assignee or sublessee expressly assumes all of the terms and provisions of this Agreement together with (i) reasonably detailed information as to the character, reputation and business experience of the proposed assignee or sublessee, and (ii) financial information and bank references on the proposed assignee or sublessee;

1222 no Transfer will relieve Tenant of any of its primary obligations or liabilities under this Agreement, and Tenant and any assignee of this Agreement will be held jointly and severally liable;

1223 Tenant remains responsible to Landlord with respect to all obligations and liabilities under this Agreement;

1224 no breach or default on Tenant's part exists at the time of the consent request and at the effective Transfer date;

1225 no assignee will have the right to Transfer nor pledge or encumber, by mortgage or other instruments, this Agreement except pursuant to this Article, and no sublessee will have the right to Transfer;

1226 any space subject to a Transfer is regular in shape with means of ingress and egress suitable for usual renting purposes;

1227 any Transfer will be subject to all terms and conditions of this Agreement and subject to the minimum qualifications required in the Solicitation Documents;

1228 any use pursuant to the Transfer complies with applicable law and in accordance with all necessary approvals from applicable Governmental Authorities; and

1229 no Transfer shall be for a lesser rental rate than any Rent in effect.

123 Administrative Fee. Tenant shall pay to Landlord, as Additional Rent, an administrative fee equal to One Thousand Five Hundred and No/100 Dollars (\$1,500.00) for each request to Transfer pursuant to this Article XII. Such administrative fee shall immediately become due and be paid simultaneously with each request to Transfer, and shall apply regardless of whether consent to such Transfer shall have been granted.

124 Premiums Paid. In the event of any Transfer, Tenant shall pay to Landlord an amount equal to the "Premium" derived from such Transfer. The term "Premium" shall mean all monies and other consideration paid by any assignee or sublessee (including sub-rent) to or for the benefit of Tenant (including all amounts received by Tenant for or attributable to, any "Included Property", as hereinafter defined). "Included Property" shall mean all property of Tenant transferred to the assignee or sublessee as part of the Transaction (including, but not limited to fixtures, other leasehold improvements, furniture, equipment and furnishings). Tenant shall pay the Premium to Landlord as and when such payment(s) from the assignee or sublessee shall become due.

125 Tenant's Liability. Notwithstanding any Transfer made pursuant to this Article XII, Tenant shall continue to be primarily liable in accordance with the terms and conditions of this Agreement and will not be released from the performance thereof. The consent by Landlord to a particular assignment, mortgage, subletting or other occupancy, pledge or encumbrance shall not relieve Tenant of the obligation of obtaining the express written consent of Landlord to any other such Transfer.

126 Transferee Rent. The acceptance by Landlord of the payment of Rent following any Transfer prohibited by this Article XII shall not be deemed to be a consent by Landlord to any such Transfer nor shall the same be deemed to be a waiver of any right or remedy of Landlord hereunder.

127 Transfers Prohibited. Without limiting Landlord's right to withhold its consent to any Transfer by Tenant, and regardless of whether Landlord shall have consented to any such Transfer, neither Tenant nor any other person having an interest in the possession, use or occupancy of the Premises or any part thereof shall enter into any lease, sublease, license, concession, assignment or other transfer or agreement for possession, use or occupancy of all or any portion of the Premises which provides for rental or other payment for such use, occupancy or utilization based, in whole or in part, on the net income or profits derived by any person or entity from the space so leased, used or occupied, and any such purported lease, sublease, license, concession, assignment or other transfer or agreement shall be absolutely void and ineffective as a conveyance of any right or interest in the possession, use or occupancy of all or any part of the Premises. There shall be no deduction from the rent payable under any sublease or other transfer nor from the amount thereof passed on to any person or entity, for any expenses or costs related in any way to the subleasing or transfer of such place.

128 Unauthorized Transfers. If Tenant shall make, or suffer to be made, any Transfer without having first obtained any written consent of the Landlord as required under this Article XII, any and all amounts received as a result of such Transfer shall be the property of Landlord to the extent the same (as determined on a square foot basis) is greater than the Annual Gross Rent (on a square foot basis) payable under this Agreement, it being the intent of the Parties that any profit resulting from such Transfer shall belong to Landlord, but the same shall not be deemed to be a consent by Landlord to any such Transfer or a waiver of any right or remedy of Landlord hereunder.

Notwithstanding any other provision to the contrary, Tenant shall not exercise any portion of this Article 12 in any manner, the intent of which is to circumvent any restriction otherwise contained herein, including without limitation to the use of so called "step transactions" in which this Agreement is assigned to a wholly owned subsidiary whose only asset is this Agreement (and the rights created hereunder), followed by a sale of such subsidiary's stock to a third party.

ARTICLE XIII: DEFAULT

13.1 Events of Default. Any one or more of the following events shall constitute an "Event of Default:"

13.1.1 The failure of Tenant to pay any Rent or other sum of money within seven (7) days after the same is due hereunder.

13.1.2 The sale of Tenant's interest in the Premises under attachment, execution or similar legal process, or if Tenant is adjudicated as bankrupt or insolvent under any state bankruptcy or insolvency law or an order for relief is entered against Tenant under the Federal Bankruptcy Code and such adjudication or order is not vacated within ten (10) days.

13.1.3 The commencement of a case under the Federal Bankruptcy Code by or against Tenant or any

guarantor of Tenant's obligations hereunder, or the filing of a voluntary or involuntary petition proposing the adjudication of Tenant or any such guarantor as bankrupt or insolvent, or the reorganization of Tenant or any such guarantor, or an arrangement by Tenant or any such guarantor with its creditors, unless the petition is filed or case commenced by a party other than Tenant or any such guarantor and is withdrawn or dismissed within thirty (30) days after the date of its filing.

13.1.4 The written admission of Tenant or any Guarantor of its inability to pay its debts when due.

13.1.5 The appointment of a receiver or trustee for the business or property of Tenant or any such guarantor, unless such appointment shall be vacated within ten (10) days of its entry.

13.1.6 The making by Tenant or any Guarantor of an assignment for the benefit of its creditors, or if in any other manner Tenant's interest in this Agreement shall pass to another by operation of law.

13.1.7 Default by Tenant in the performance or observance of any covenant or agreement contained herein (other than a default involving the payment of money), which default is not cured within ten (10) days after the Receipt of notice thereof from the Landlord, unless such default is of such nature that it cannot be cured within such ten (10) day period, in which case no Event of Default shall occur so long as Tenant shall commence the curing of the default within such ten (10) day period and shall thereafter diligently prosecute the curing of same; provided, however, if Tenant shall default in the performance of any such covenant or agreement contained herein two (2) or more times in an twelve (12) month period, then notwithstanding that each of such defaults shall have been cured by Tenant, any further similar default shall be deemed an Event of Default without the ability to cure.

13.1.8 The vacation or abandonment of the Premises by Tenant (by reason other than fire or Casualty) at any time following delivery of possession of the Premises to Tenant.

13.1.9 The failure of Tenant to complete the improvements pursuant to the Tenant Improvement Plan, or failure of Tenant to deliver to Landlord the Improvements Completion Notice, prior to the Improvements Deadline.

13.1.10 Tenant becomes a Restricted Entity.

13.1.11 Tenant fails to maintain the Insurance Requirements.

13.1.12 Tenant (a) fails to obtain or maintain any license, certification, or governmental approval required for Tenant's continued lawful operation from the Premises; (b) the suspension, restriction, or revocation of Tenant's hospice license or other required authorization; (c) Tenant's loss of Medicare/Medicaid certification, to the extent such loss materially impairs Tenant's ability to operate.

13.1.13 The occurrence of any other event described as constituting an "Event of Default" elsewhere in this Agreement.

13.2 Remedies. Upon the occurrence of an Event of Default, the Landlord, without notice to Tenant in any instance (except where expressly provided for below or by applicable law) may do any one or more of the following:

13.2.1 With or without judicial process, enter the Premises and take possession of any and all goods, inventory, equipment, fixtures and all other personal property of Tenant, which is or may be put into the Premises during the Term, whether exempt or not from sale under execution or attachment (it being agreed that said property shall at all times be bound with a lien in favor of Landlord and shall be chargeable for all Rent and for the fulfillment of the other covenants and agreement herein contained), and Landlord may sell all or any part thereof at public or private sale. Tenant agrees that five (5) days prior notice of any public or private sale shall constitute reasonable notice. The proceeds of any such sale shall be applied, first, to the payment of all costs and expenses of conducting the sale or caring for or storing said property (including reasonable attorneys' fees); second, toward the payment of any indebtedness, including without limitation indebtedness for Rent, which may be or may become due from Tenant to Landlord; and third, to pay Tenant, on demand, any surplus remaining after all indebtedness of Tenant to Landlord has been fully paid;

13.2.2 Perform, on behalf, and at the expense, of Tenant, any obligation of Tenant under this Agreement

which Tenant has failed to perform and of which it is in Receipt of Landlord's notice thereof, the cost of such performance by Landlord plus an administrative fee equal to fifteen (15%) percent of such costs, together with interest thereon at the Default Rate from the date of such expenditure, shall be deemed Additional Rent and shall be payable by Tenant to Landlord upon demand. Notwithstanding the provisions of this Section 13.2.2 and regardless of whether an Event of Default shall have occurred, the Landlord may exercise the remedy described in this Section 13.2.2 without any notice to Tenant if the Landlord, in its good faith judgment, believes it would be materially injured by failure to take rapid action or if the unperformed obligation of Tenant constitutes an emergency;

13.2.3 Elect to terminate this Agreement and the tenancy created hereby by giving notice of such election to Tenant, and reenter the Premises, without the necessity of legal proceedings, and remove Tenant and all other persons and property from the Premises, and may store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant without resort to legal process and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby; or

13.2.4 Exercise any other legal or equitable right or remedy which it may have.

Any costs and expenses incurred by Landlord (including, but not limited to, reasonable attorneys' fees) in enforcing any of its rights or remedies under this Agreement shall be deemed to be Additional Rent and shall be paid to the Landlord by Tenant upon demand.

13.3 Damages. In the event this Agreement is terminated by Landlord pursuant to Section 13.2, Tenant nevertheless shall remain liable for (a) any Rent and damage which may be due or sustained prior to such termination, all reasonable costs, fees and expenses including, without limitation, reasonable attorneys' fees, costs and expenses incurred by Landlord in pursuit of its remedies hereunder, or in renting the Premises to others from time to time (collectively, "Termination Damages"), and (b) additional damages which, at the election of Landlord, shall be an amount equal to the Rent which, but for the termination of this Agreement, would have become due during the remainder of the Term, payable in one lump sum on demand and shall bear interest at the Default Rate until paid.

13.3.1 No Limit on Damages. Nothing contained in this Agreement shall limit or prejudice the right of Landlord to prove for and obtain, in proceedings for the termination of this Agreement by reason of bankruptcy or insolvency, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above. The failure or refusal of Landlord to relet the Premises or any part or parts thereof shall not release or affect Tenant's liability for damages.

13.3.2 Relet of Premises. If this Agreement is terminated pursuant to Section 13.2, Landlord may relet the Premises or any part thereof, alone or together with other premises, for such term or terms (which may be greater or less than the period which otherwise would have constituted the balance of the Term) and on such terms and conditions (which may include concession or free rent and alterations of the Premises) as Landlord, in its sole discretion, may determine, but Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished by reason of, any failure by Landlord to relet the Premises or any failure by Landlord to collect any rent due upon such reletting.

13.4 Bankruptcy Remedies. In addition to Landlord's rights and remedies established by law or set forth elsewhere in this Agreement, including without limitation Section 13.1, upon the occurrence of any event described in Section 13.1.2 and 13.1.3, Landlord shall have the following rights and remedies with respect to Tenant or Tenant as debtor-in-possession or the trustee appointed in any such proceeding (collectively, and for purposes of this Section 13.4 only, "Tenant"):

13.4.1 Within twenty (20) days of the occurrence of any event described in Sections 13.1.2 and 13.1.3, Tenant shall deposit with Landlord or a financial institution reasonably acceptable to Landlord, a sum equal to three (3) months' Rent for the Premises, to be utilized by Landlord as partial adequate assurance of the complete and continuous future performance of Tenant's obligations hereunder.

13.4.2 All provisions of this Agreement governing the payment of interest and late charges are fully applicable to all Rent accruing during any event described in Sections 13.1.2 and 13.1.3.

13.4.3 If Tenant assumes this Agreement and proposes to assign the same (pursuant to the Federal Bankruptcy Code) then notice of such proposed assignment, setting forth (i) the name and address of such person, (ii) all of the

terms and conditions of such offer, and (iii) the adequate assurance to be provided to Landlord including, without limitation, the assurance referred to in Section 365(b)(3) of the Federal Bankruptcy Code, must be provided to Landlord no later than thirty (30) days prior to the date that Tenant shall make application to such court for approval to enter into such assignment and assumption, and Landlord shall thereupon have the prior right and option, to be exercised by notice to Tenant given at any time prior to the effective date of such proposed assignment, to accept, or to cause Landlord's designee to accept, an assignment of this Agreement upon the same terms and conditions and for the same consideration, if any, as the bona fide offer made by such person less any brokerage commissions which may be payable out of the consideration to be paid by such person for the assignment of this Agreement.

13.4.4 If Tenant assumes this Agreement and proposes to assign the same, and Landlord does not exercise its option pursuant to Section 13.4.3, in addition to all of Landlord's rights and remedies established by law or set forth elsewhere in this Agreement, Tenant hereby agrees that:

- (i) such assignee shall assume in writing on Landlord's standard form all of the terms, covenants and conditions of this Lease and such assignee shall provide Landlord with assurances satisfactory to Landlord that it has the experience in operating units having the same or substantially similar uses as the Permitted Use, in similar number of total units and in the same general geographic area as Tenant prior to the commencement of any even described in Sections 13.1.2 and 13.1.3, in first-class projects, sufficient to enable it to comply with the terms, covenants and conditions of this Agreement and successfully operate the Premises;
- (ii) such assignee shall, at Landlord's discretion, pay to Landlord or post to Landlord's benefit and unconditional letter of credit in an amount equal to six (6) months' Rent under this Agreement; and
- (iii) if such assignee makes any payment to Tenant, or for Tenant's account, for the right to assume this Agreement (including, without limitation, any lump sum payment, installment payment or payment in the nature of rent over and above the Rent payable under this Agreement), Tenant shall pay over to Landlord one-half (1/2) of any such payment.

13.4.5 All Rent shall be deemed "rent reserved" under this Agreement for purposes of any claim made by Landlord, including without limitation, claims pursuant to Section 502(b)(6) of the Federal Bankruptcy Code.

13.4.6 All reasonable costs and fees of attorneys and other professionals expended by Landlord as a result of any of the events described in Section 13.1.2 and 13.1.3 or in this Section shall be repaid to Landlord by Tenant upon demand.

ARTICLE XIV: SUBORDINATION & ATTORNMENT

14.1 Subordination. Tenant's right under this Agreement are and shall remain subject and subordinate to the operation and effect of any lease of land and building to Landlord involving the Premises, whether the same shall be in existence at the date hereof or created hereafter, and the party or parties having the benefit of the same. Tenant's acknowledgment and agreement of subordination provided for in this Section 14.1 are self-operative and no further instrument of subordination shall be required; however, Tenant shall execute such further assurances as may be reasonably requested by Landlord, such other party or parties in interest.

14.2 Attornment. If any person shall succeed to all or part of Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease or otherwise, and if so requested or required by such successor in interest, Tenant shall attorn to such successor in interest and shall execute such agreement in confirmation of such attornment as such successor in interest shall reasonably request, provided such successor in interest agrees to assume all of Landlord's obligations under this Lease occurring subsequent to its succession. If such successor in interest is a party in interest as contemplated in Section 14.1, Tenant agrees that any claim it may have against Landlord relating to any even occurring before the date of attornment may not be asserted against the successor in interest nor may Tenant offset the amount of any such claim against Rent payable hereunder; provided that the successor in interest will be obligated to correct any conditions that existed as of the date of attornment which violate the successor's obligations as landlord under this Agreement.

ARTICLE XV: DAMAGE AND DESTRUCTION

15.1 Landlord's Obligations. If the Premises shall be damaged by fire, the elements, accident or other casualty (individually and collectively, "Casualty"), then, subject to the provisions of Section 15.2, Landlord shall in a reasonably prompt manner cause such damage to be repaired. All such repairs shall be made at the expense of Landlord; provided, however, that Landlord shall not be liable for interruption to Tenant's business or for damage to or replacement or repair of Tenant's personal property (which shall include, without limitation, inventory, trade fixtures, furniture and other property removable by Tenant under the provisions of this Agreement) or to any leasehold improvements installed in the Premises by or on behalf of Tenant, all of which damage, replacement or repair shall be undertaken and completed by Tenant promptly.

15.1.1 Casualty Prevention. In its sole discretion, and solely for purposes of preventing damage to, or destruction of, the Building (including the Premises), Landlord may employ, or cause to be employed, any method of Casualty Prevention (including, without limitation, the deployment of flood barrier protection systems, hurricane defense systems, etc.). Landlord shall provide Tenant with reasonable notice prior to its use of any Casualty Prevention, provided however, that if in its good faith judgment, Landlord believes it would be materially injured by failure to take rapid action in response to an emergency, Landlord may exercise its rights under this Section 15.1.1 without any notice to Tenant.

The rights granted to Landlord hereby shall not be construed as an obligation to the exercise thereof. Landlord disclaims any warranty (express or implied) as to the fitness of any Casualty Prevention it may employ to protect against any damage or any destruction to any property or improvement. In no event shall Landlord be liable to Tenant for any damage to, or destruction of,

Tenant's personal property or leasehold improvements caused by any Casualty which may have otherwise been prevented but for a failure of Landlord's Casualty Prevention, regardless of whether such failure is, or is alleged to be, caused in whole or in part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of Landlord.

15.2 Option to Terminate Agreement. Landlord may elect to terminate this Agreement if the Premises are (a) rendered wholly untenantable, or (b) damaged as a result of any cause which is not covered by Landlord's insurance, or (c) damaged or destroyed in whole or in part during the last three (3) years of the Term, or if Landlord's Building or the individual building in which Tenant is located is damaged to the extent of fifty (50%) percent or more of the leasable floor area contained therein, by giving to Tenant notice of such election, Receipt of which shall occur no later than ninety (90) days after the occurrence of such event.

Tenant may elect to terminate this Agreement if (d) the Premises are damaged in whole or in part and are thereby rendered wholly untenantable for a period of time exceeding ninety (90) days during the last three (3) years of the Term, by giving Landlord written notice of such termination, Receipt of which shall occur no later than one hundred (100) days after the date of such Casualty; or (e) Landlord does not commence to repair, restore or rebuild the Premises within eighteen (18) months after the occurrence of any such Casualty, by giving Landlord written notice of such termination, Receipt of which shall occur no later than thirty (30) days after the expiration of said period and provided Landlord does not commence to repair the Premises within thirty (30) days of Receipt of said notice.

In the event this Agreement is terminated pursuant to this Section 15.2, the Parties will be relieved of all obligation under this Agreement except those obligation occurring or accruing prior to the date of such termination, and Rent shall be adjusted as of such termination date.

15.3 Demolition of the Building. In addition to Landlord's termination rights described in Section 15.2, if the Building or the individual building in which the Premises are located shall be so substantially damaged that it is reasonably necessary, in Landlord's sole judgment, to demolish same for the purpose of reconstruction, Landlord may demolish the same, in which even the Rent shall be abated to the same extent as if the Premises were rendered untenantable by a Casualty.

15.4 Insurance Proceeds. If Landlord does not elect to terminate this Agreement pursuant to Section 15.2, Landlord shall disburse and apply any insurance proceeds received by Landlord to the restoration and rebuilding of the Building in accordance with Section 15.1 hereof. Except as may be otherwise provided herein, all insurance proceeds payable with respect to the Premises shall belong to and shall be payable to Landlord and shall be applied toward the restoration of the Premises to substantially the same condition as existed prior to such damage.

ARTICLE XVI: CONDEMNATION

161 Effect of Taking. If any part of the Premises shall be taken under the power of eminent domain, this Agreement shall terminate on the date Tenant is required to yield possession thereof. If twenty (20%) percent or more of the Building Floor Area, or of the individual building in which the Premises are located is so taken, or if parking spaces in the Building are so taken thereby reducing the number of parking spaces to less than the number required by law and Landlord does not deem it reasonably feasible to replace such parking spaces with other parking spaces on the portion of the Building not taken, then Landlord may elect to terminate this Agreement as of the date on which possession thereof is required to be yielded to the condemning authority, by giving notice of such election, Receipt of which shall occur no later than ninety (90) days after such date. If any notice of termination is given pursuant to this Section 16.1, this Agreement and the rights and obligation of the Parties hereunder shall cease as of the date of such notice and Rent shall be adjusted as of the date of such termination.

162 Condemnation Awards. All compensation awarded for any taking of the Premises, or the Building, or any interest in any of the same, shall belong to and be the property of Landlord, Tenant hereby assigning to Landlord all rights with respect thereto; provided, however, nothing contained herein shall prevent Tenant from applying for reimbursement from the condemning authority for moving expenses, or the expense of removal of Tenant's trade fixtures, or loss of Tenant's business good will, but only if such action shall not reduce the amount of the award or other compensation otherwise recoverable from the condemning authority by Landlord. Notwithstanding the foregoing, Landlord shall pay Tenant that portion of any net (of collection expenses) award or payment received by Landlord attributable to the unamortized value of Tenant's leasehold improvements, erected at Tenant's expense in the Premises, if permitted by law, based on straight-line depreciation from installation until the Lease Termination Date, to the extent such funds are so permitted to be paid. In order to give effect to the immediately preceding sentence, Tenant shall give, and the Landlord shall be in Receipt of, within sixty (60) days after opening for business, a written statement as to the value of its leasehold improvements (excluding any cash allowances or monies contributed by Landlord to Tenant).

ARTICLE XVII: INSURANCE, BONDS & INDEMNIFICATION

17.1 Insurance. Upon Tenant's occupying the Premises, throughout the construction of Tenant's improvements pursuant to Article VII and Tenant's alterations, and throughout the term of this Agreement and any extension thereof, Tenant shall maintain the following insurance ("Insurance Requirements"):

17.1.1 General Liability. Commercial General Liability Insurance on a comprehensive basis and Contractual Liability in an amount not less than One Million and No/100 Dollars (\$1,000,000.00); not less than Three Million and No/100 Dollars (\$3,000,000.00) aggregate per occurrence for bodily injury; and One Hundred Thousand and No/100 Dollars (\$100,000.00) per occurrence for property damage.

17.1.2 Automobile. Automobile liability, and hired vehicles with limits of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence of bodily injury; and One Hundred Thousand and No/100 Dollars (\$100,000.00) per occurrence for property damage.

17.1.3 Workmen's Compensation. Workmen's compensation insurance as required by Chapter 440, Florida Statutes.

17.1.4 Business Interruption. Business interruption insurance (also known as business income protection, profit protection, or out-of-business coverage) which provides Tenant with funds to make up the difference between its normal income and its income during a forced shutdown.

The insurance required shall include those classifications as listed in Standard Liability Manuals which most nearly reflect the operations of Tenant under this Agreement.

17.2 Tenant's Contractor's Insurance. Tenant shall provide or cause any contractor of Tenant to provide Builder's Risk Insurance during any construction required in connection with the Premises and shall insure the Premises for fire, extended coverage and vandalism and malicious mischief in the full insurable value of the Premises. In the event of loss, the proceeds shall be made available to Landlord for repair of the damage Premises. Tenant shall carry the insurance on the improvements made to the Premises in the name of the Landlord and in an amount not less than their full insurable value until the complete amortization of all improvements permanently affixed to the Premises.

17.3 Approved Insurers. All insurance policies and surety bonds required under this Agreement shall be issued by companies authorized to do business under the laws of the State of Florida, and have a financial rating of at least twelve (12) in accordance with the latest edition of A.M. Best's rating guide on a scale of one (1) through fifteen (15).

17.4 Insurance Certificates. Tenant shall furnish certificates of insurance to Landlord prior to the commencement of operations, which certificates shall clearly indicate that Tenant has obtained insurance in the type, amount and classification as required for strict compliance with this Agreement, and that no material change or cancelation of the insurance shall be effective without thirty (30) days prior written notice to Landlord. Landlord shall be named additional insured in policies of insurance required by this Article XVII. Landlord reserves the right to reasonably amend the Insurance Requirements by the issuance of notice, in writing to Tenant. Compliance with the foregoing requirement shall not relieve Tenant of its liability and obligations under any other provision of this Agreement.

17.5 Bonds. Tenant shall obtain and deliver to the Landlord, not less than ten (10) days prior to the anticipated commencement of any construction provided for under this Agreement, Tenant shall deliver to the Landlord and record in the Public Records of Miami-Dade County, Florida, a payment and performance bond equal to the total cost of construction as reflected in the construction contract, as amended, between Tenant 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 the County, the Landlord, and the Tenant beneficiaries thereof, as joint obligees.

17.5.1 Alternative Security. Alternatively to the Section 255.05 payment and performance bond, Tenant may: (a) provide the Landlord with an alternate form of security in the form of a certified check that the Landlord may deposit in a Landlord-controlled bank account or an irrevocable letter of credit in a form and for an amount that is acceptable to the Landlord ("Alternative Security"), to remain in place until evidence reasonably satisfactory to the Landlord is submitted to demonstrate all contractors performing improvements on the Premises have been paid and the 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 Tenant to perform work or make improvements on the Premises 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 Landlord to ensure that the construction work shall be completed by the contractor or, on its default, the surety shall name the County and the Landlord as additional obligees and shall meet the specifications set forth below; and (c) require that each prime contractor hired by the Tenant to perform work or make improvements on the Premises 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 Landlord 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 the Landlord and the Landlord as additional obligees and payees. The Alternative Security and the bond shall comply with the requirements of Section 255.05, Florida Statutes, as amended.

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

- (1) Tenant shall obtain a conditional release of lien from each of its prime contractors at the time each progress payment is made.
- (2) Tenant 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 Tenant's contractors claim non-payment, or fail to timely provide unconditional releases of lien within the timeframe stipulated under these terms, the Tenant reserved the right, but not the obligation to:
 - (a) reduced 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 Tenant shall within ten (10) business days of the County's notification deposit an amount equal to the reduced/dispensed amount in the Landlord's escrow account or increase the Alternative Security to replenish the original

amount of the cash deposit or security posted.

The rights of the Landlord under all payment and performance bond shall be subordinate to the rights of any lender providing financing to the Tenant.

17.6 Indemnification. Tenant shall indemnify, defend and hold harmless Landlord, the County, and their respective Trustees, Commissioners, medical staff, officers, employees, agents and instrumentalities (individually and collectively, "Indemnitees") from and against all loss, costs, penalties, fines, damages, claims, liabilities or expenses (including without limitation, attorneys' fees and costs through litigation and all appeals) (collectively, "Liabilities") by reason of any injury to, or death of, any person or damage to, or destruction or loss of, any property arising out of, or resulting from, or in connection with (i) the performance or non-performance of this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Tenant or Tenant Representatives, or (ii) the failure of Tenant to comply with any of the terms of this Agreement or the failure of Tenant to comply with any applicable statutes, ordinances, or other regulations or requirements of any Governmental Authority in connection with the performance of this Agreement. Tenant expressly agrees to indemnify, defend and hold harmless the Indemnitees from and against all Liabilities which may be asserted by an employee or former employee of Tenant, or any of its contractors, subcontractors, as provided above, for which the Tenant's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar law.

Tenant further acknowledges that, as lawful consideration for being granted a lease to utilize and occupy the Premises, Tenant, on behalf of itself, its agents, invitees and employees, does hereby release from any legal liability the Indemnitees, from any and all claims for injury, death or property damage resulting from Tenant's use of the Premises.

Landlord shall, subject to the limitations of Section 768.25, Florida Statutes, as amended, indemnify, defend and hold harmless Tenant and its contractors, agents, and employees from and against all Liabilities by reason of any injury to, or death of, any person or damage to, or destruction or loss of, any property arising out of, or resulting from (i) the gross negligence or willful misconduct of Landlord, its agents, contractors, or employees.

17.7 Landlord Limited Liability. Landlord shall not be liable to Tenant, or to those claiming through Tenant, for any loss or damage which may result from (a) the acts or omissions of person occupying space in any part of the Building, or their agents, employees, contractors or invitees or (b) from the breaking, bursting, stoppage or leaking of electrical cable and wires, or water, gas, sewer or steam pipes. Tenant acknowledges that its use of the Premises and the Building is at its own risk.

17.8 Increased Premiums. Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will violate Landlord's policies of hazard or liability insurance or which will prevent Landlord from procuring such policies in companies acceptable to the Risk Administrator. If anything done, omitted to be done or suffered by Tenant to be kept in, upon or about the Premises shall cause the rate of insurance on the Premises or on other property of Landlord, or of others within the Building to be increased beyond the minimum rate from time to time applicable to the Premises or to any such property for the use or uses made thereof, Tenant will pay, as Additional Rent, the amount of such increase upon Landlord's demand.

ARTICLE XVIII: WARRANTIES & REPRESENTATIONS

18.1 Tenant's Representations. Tenant makes the following representations to Landlord:

(a) Tenant is duly organized and validly existing under the laws of its state of organization and has full power and capacity to carry on its business as presently conducted, and to perform its obligations under this Agreement.

(b) Tenant is duly authorized and entitled to the Tenant Trade Name pursuant to all applicable laws.

(c) Tenant's execution, delivery and performance of this Agreement have been duly authorized by all necessary legal actions and does not and shall not conflict with or constitute a default under any indenture, agreement or instrument to which Tenant is a party or by which Tenant may be bound or affected, except for such approvals required by this Agreement.

(d) The Agreement constitutes the valid and binding obligation of Tenant, enforceable against Tenant and its successors and assigns, in accordance with their respective terms, subject to bankruptcy, insolvency and other similar laws

affecting the rights of creditors generally.

(e) Tenant is not, directly or indirectly, engaging, instigating or facilitating this transaction, nor acting for or on the behalf of, any Restricted Entity.

(f) Neither the selection of Tenant, nor the terms of this Agreement, are conditioned on Landlord and Tenant (i) making referrals to the other; (ii) being in a position to make or influence referrals to the other; or (iii) otherwise generating business for the Landlord.

(g) Tenant has not (i) employed or retained; or (ii) offered to pay, paid, or agreed to pay, any natural person, firm, partnership, association, corporation, limited liability company, trust, public body, authority, governmental unit or other entity employed by Landlord in exchange for this Agreement.

18.2 Landlord's Representations. Landlord makes the following representation to Tenant:

(a) Landlord is well seized of the Building, together with all buildings, improvements, facilities and fixtures, and that Landlord has full right and authority to enter into this Agreement.

(b) Landlord is not, directly or indirectly, engaging, instigating or facilitating this transaction, nor acting for or on the behalf of, any Restricted Entity.

ARTICLE XIX: ADVERTISING & OTHER MARKETING

19.1 Landlord Advertising. Landlord shall have the option to formulate and carry out an ongoing program for the promotion of the Building, which program may include, without limitation, special events, shows, displays, signs, marquees, décor, seasonal events, institutional advertising for the Building, promotional literature to be distributed with the Building (less the Premises) and other activities within the Building designed to attract customers. In marketing the Building, Landlord shall have the right to name Tenant's business in the Building.

ARTICLE XX: MISCELLANEOUS

20.1 Notices. Any notice, request, demand, approval or consent given or required to be given under this Agreement shall be in writing and shall be deemed to have been given as follows ("Receipt"):

20.1.1 Notices to Landlord. If intended for the Landlord, on the fifth (5th) day following the day on which the same shall have been mailed by United States registered or certified mail or express mail, return receipt requested, with all postage charges prepaid, addressed to:

To the Landlord: **Public Health Trust of Miami-Dade County, Florida**

1611 N.W. 12th Avenue
Miami, FL 33136
Attn: Real Estate Services

20.1.2 Notices to Tenant. If intended for the Tenant, upon the earlier to occur of (a) the fifth (5th) day following the day on which the same shall have been mailed by United States registered or certified mail or express mail, return receipt requested, with all postal charges prepaid, addressed to Tenant at the Tenant Notice Address; or (b) actual receipt at the Tenant Notice Address, and in the event more than one copy of such notice shall have been sent or delivered to Tenant, the first actually received shall control for the purposes of this circumstance (b).

20.1.3 Address Changes. The Parties may, at any time, change its address for purposes of this Section 20.1 by sending a notice to the other party stating the change and setting forth the new address.

20.2 Entire Agreement. This instrument constitutes the sole and only agreement of the Parties, and correctly sets forth the rights, duties, and obligations of the Parties. There are no collateral or oral agreements or understandings between the Parties relating to the Agreement. Any promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement shall not be modified in any manner except by an instrument in writing executed by the Parties.

20.3 Successors. This Agreement shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and shall be binding upon Tenant, its successors and assigns and shall inure to the benefit of Tenant and only such assigns and subtenant of Tenant to whom the assignment of this Agreement or the subletting of the Premises by Tenant has been consented to by Landlord as provided in this Agreement. Upon and sale or other transfer by Landlord of its interest in the Premises and this Agreement, and the assumption by Landlord's transferee of the obligations of Landlord hereunder, Landlord shall be relieved of any obligation under this Agreement accruing thereafter.

20.4 Severability. This Agreement, and all matters relating to it shall be governed by the laws, rules and regulations of the State of Florida and the County, as are now in effect or as may be later amended or modified, without reference to the choice of law rules of any state. Should any provision contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State, then such provision shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, that same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

20.5 Public Records. Tenant acknowledges that Landlord, as a public entity, is subject to Florida's public records laws, which makes all materials communicated to or from Landlord pursuant to this Agreement subject to disclosure under such laws unless specifically exempted from disclosure or made confidential.

20.6 Governing Law & Venue. The Parties unconditionally and irrevocably: (i) agree that this Agreement shall be governed by the laws of the State of Florida; (ii) submit to the exclusive jurisdiction and venue of the state and federal courts located in Miami-Dade County, state of Florida; and (iii) waive any objections they may have at any time to the laying of venue of any suit, action or proceeding relating hereunder.

20.7 No Joint Venture. Any intention to create a joint venture or partnership relation between the Parties hereto is hereby expressly disclaimed.

20.8 Captions; Headings; Sections. The captions and headings in this Agreement are for convenience only and are not a part of this Agreement and do not in any way define, limit, describe or amplify the terms and provisions of this Agreement or the scope or intent thereof. Reference to one section shall include all subsections (i.e. Section 1.4 shall include Sections 1.4.x, 1.4.x.y, etc.), and vice versa, and shall be read as a whole.

20.9 Non-Discrimination. In connection with the performance of any obligation under this Agreement, Tenant, for itself and on behalf of its contractors and subcontractors, agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation, against any person otherwise qualified on the basis of race, color, religion, nation origin, gender, age, military status, sexual orientation, marital status or physical or mental disability; and further agree to insert the foregoing provision in all contracts related to the performance of this Agreement. Tenant shall use the Premises 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. Tenant's breach of any provision of this Section 20.9 shall be an Event of Default.

20.10 Judicial Interpretation. Should the provisions of this Agreement require judicial interpretation, it is agreed that the judicial body interpreting the same shall not apply the assumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared same, it being agreed that the agents of the Parties have equally participated in the preparation of this Agreement.

20.11 Waiver. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

20.12 Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to (a) confer upon any person, other than the expressed Parties herein, any rights or remedies under or by reason of this Agreement as a third-party beneficiary, or otherwise; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon

this Agreement.

20.13 Time of Essence. Time shall be deemed of the essence on the part of the Parties in performing all of the terms and conditions of this Agreement.

20.14 Remedies Cumulative. No reference to any specific right or remedy shall preclude either party from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled at law or in equity. No failure by either party to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach, agreement, term, covenant or condition. No waiver by either party of any breach by the other party under this Agreement or a waiver by Landlord of any breach by any other tenant under any other lease of any portion of the Building shall affect this Agreement in any way whatsoever.

20.15 Landlord Inspections and Access. Tenant shall permit Landlord, and its agents, employees and contractors to enter all parts of the Premises during Tenant's business hours to inspect the same and to enforce or carry out any provision of this Agreement, including without limitation, any access necessary for the making of any repairs which are Landlord's obligation hereunder; provided, however, that in the event of an emergency, Landlord may enter the Premises for such purposes at any time. Any such entry shall be upon notice, if any, as shall be feasible under the circumstances and shall be made so as to reasonably minimize the disruption of Tenant's use of the Premises.

20.16 Estoppel Certificates. At any time and from time to time, within thirty (30) days after Tenant shall request the same, Landlord will execute, acknowledge and deliver to Tenant, or such other party as may be designated by Tenant, a certificate setting forth the commencement and termination dates of this Agreement, the amount of Rent payable by Tenant hereunder and the nature, if any, of any Event of Default existing as of the date of such certificate. Tenant shall pay to Landlord, as Additional Rent, an administrative fee of Two Hundred Fifty and No/100 Dollars (\$250.00) per request.

At any time and from time to time, within thirty (30) days after Landlord shall request the same, Tenant will execute, acknowledge and deliver to Landlord and to such other party as may be designated by Landlord, a certificate in a form reasonably acceptable to the requesting party with respect to the matters required by such party and such other matters relating to this Agreement or the status of performance of obligations of the Parties hereunder as may be reasonably requested by such party. If Tenant fails to provide such certificate to the Landlord, Receipt of which shall occur no later than thirty (30) days following the request for same, Tenant shall be deemed to have approved the contents of any such certificate submitted to Tenant by Landlord and Landlord is hereby authorized to so certify. Tenant shall supply such certificate(s) at no cost to Landlord, it being agreed that Tenant's obligations under this Section 20.16 is lawful consideration for the grant of this Agreement and the tenancy created thereby.

20.17 Memorandum of Lease. Neither this Agreement, nor a short form or memorandum thereof, shall be recorded in the public records.

20.18 Joint and Several Liability. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Agreement as Tenant, the liability of each such individual, corporation, partnership or other business association to pay rent and perform all other obligations hereunder shall be deemed to be joint and several and all notices, payments and agreement given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Tenant shall be a partnership or other business association, the members of which are, by virtue of statute or federal law, subject to personal liability, the liability of each such member shall be joint and several.

20.19 Relocation or Termination. If in connection with Landlord's expansion or renovation of existing improvements or construction of new improvements (in each instance, "Landlord Construction"), Landlord determines that it is necessary that Tenant vacate the Premises or that the Premises be altered, Landlord may require that Tenant surrender possession of all or a portion of the Premises temporarily or permanently. In such event, Landlord, in its sole and absolute discretion, may either (a) offer to amend this Agreement to (i) make the changes associated with the change in the Tenant Floor Area caused by an alteration, or (ii) lease Tenant other comparable premises within the Building on the same terms and conditions as those contained in this Agreement either on a temporary basis or for the balance of the remaining Term, or both (i) and (ii); or (b) terminate this Agreement and pay Tenant an amount equal to the yet unamortized net cost to Tenant of its leasehold improvement in the Premises (less any Landlord contribution thereto), calculated using a straight-line amortization schedule and an amortization period equal to the Term (not extended by any Renewal Term). If Landlord offers to amend this Agreement in accordance with (a), Landlord shall present a

proposed amendment to Tenant reflecting the change in the Tenant Floor Area, or the relocated Premises, or both. If the proposed amendment is not executed by Tenant and returned to Landlord, Receipt of which shall occur no later than fifteen (15) days following its presentation to Tenant, Landlord shall have the right at any time thereafter to terminate this Agreement in accordance with (b). If Landlord elects to terminate this Agreement pursuant to (b), Landlord shall do so by notifying Tenant in writing of its election to terminate, which notice shall specify the date as of which this Agreement shall terminate, which date will be no earlier than ninety (90) days from Tenant's Receipt of the notice. The amendment of this Agreement in accordance with (a) herein, or the payment of the consideration in accordance with (b) herein, shall be Tenant's sole remedy in the event Tenant is required to surrender possession of the Premises as provided in this Section 20.19.

Any alteration to the Premises necessitated by Landlord Construction will be performed by Landlord at its expense. If Tenant occupies relocated Premises in accordance with the preceding paragraph, Landlord will cause improvements to be made to such relocated Premises at Landlord's expense so that the relocated Premises will be reasonably comparable to the original Premises as they existed immediately prior to Tenant's surrender of possession thereof. Landlord will reimburse Tenant for reasonable moving expenses incurred by Tenant in moving from the original Premises to the relocated Premises (and returning to the original Premises, if applicable) within forty-five (45) days following Tenant's submission of Tenant's documented moving expenses. Rent shall be abated on proportionate basis for any period of time that Tenant is required to surrender possession of a portion of the Premises but is able to operate in the remainder of the Premises.

20.20 No Option. The submission of this Agreement for examination does not constitute a reservation of or option for the Premises, and this Agreement shall become effective only upon execution and delivery thereof by the Parties.

20.21 Waiver of Jury Trial and Other Rights. The Parties hereby mutually waive any and all rights which either may have to request a jury trial in any action, proceeding or counterclaim arising out of or relating in any way to this Agreement or Tenant's occupancy of or right to occupy the Premises. Tenant further agrees that in the event Landlord commences any summary proceeding for non-payment of Rent or possession of the Premises, Tenant will not impose and hereby waives all right to interpose any non-compulsory counterclaim of whatever nature in such proceeding. Tenant further waives any right to remove said summary proceeding to any other court or to consolidate said summary proceeding with any other action, whether brought prior or subsequent to the summary proceeding.

20.22 Broker's Commission. The Parties represent and warrant that there are no claims for brokerage commissions or finders' fees in connection with the execution of this Agreement. Tenant agrees to indemnify Landlord, and hold harmless from, all liability arising from any such claim. Landlord agrees to indemnify the Tenant, subject to the limitations of Section 768.28, Florida Statutes, and hold harmless from, all liability arising from any such claim.

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

20.24 Independent Private Sector Inspector General. Pursuant to the Code of Miami-Dade County, Resolution # R-516-96, and Miami-Dade County Administrative Order 3-20, and in connection with the award of this Agreement, the Landlord has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG") whenever the Landlord or County deems it appropriate to do so. Upon written notice from the Landlord, the Tenant shall make available, to the IPSIG retained by the Landlord, all requested records and documentation pertaining to this Agreement, for inspection and copying. The Landlord will be responsible for the payment of these IPSIG services, and under no circumstance shall the Tenant's payments under this Agreement be inclusive of any charges relating to these IPSIG services. The terms of this Section 20.24 shall apply to the Tenant, its officers, agents, employees and assigns.

Nothing contained in this Section 20.24 shall impair any independent right of the Landlord to conduct, audit, or investigate the operations, activities and performance of the Tenant in connection with this Agreement. The terms of this Section 20.24 are neither intended nor shall the Tenant construe them to impose any liability on the Landlord.

20.25 County Inspector General. 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 and Landlord contracts. This random audit is separate and distinct from any other audit by Landlord.

The Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Landlord 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 Tenant, its officers, agents and employees, lobbyists, County and Landlord staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days written notice to the Tenant, the Tenant 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 Tenant'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-change 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 Tenant 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 Tenant shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and (ii) Tenant 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 Section 20.25 shall apply to the Tenant, its officers, agents, employees, subcontractors and suppliers. The Tenant shall incorporate the provisions in this Section 20.25 in all subcontracts and all other agreements executed by the Tenant in connection with the performance of this Agreement. Nothing in this Section 20.25 shall impair any independent right of the County to conduct audits or investigative activities. The provisions of this Section 20.25 are neither intended nor shall they be construed to impose any liability on the County or the Landlord by the Tenant or third parties.

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

20.26 Survival. All representation, warranties, covenants, conditions and agreements contained herein which either are expressed as surviving the expiration or termination of this Agreement or, by nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement.

20.27 Human Trafficking. By entering into, amending, or renewing this Agreement, the Tenant is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Agreement. All definitions and requirements from Section 787.06, F.S., apply to this Agreement. This compliance includes the Tenant providing an affidavit that it does not use coercion for labor or services. This attestation by the Tenant shall be in the form attached as Exhibit "J" and must be executed by the Tenant and provided to the Landlord when entering, amending, or renewing this Agreement. This Agreement shall be void if the Tenant submits a false Affidavit pursuant to Section 787.06, F.S., or the Tenant violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

20.28 Verification of Employment Eligibility. By entering this Lease, Tenant and its subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Tenant affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of Tenant; (b) it has required all subcontractors to this Agreement to register and use the E-Verify system to verify the work authorization status of all new employees of the subcontractor; (c) it has an affidavit from all subcontractors to this Agreement attesting that the subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Agreement. Registration information is available at: (<http://www.uscis.gov/e-verify>). If Landlord has a good faith belief that Tenant has knowingly violated

Section 448.09(1), Florida Statutes, then Landlord shall terminate this Agreement in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination Tenant agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Tenant shall be liable for any additional costs incurred by Landlord because of such termination. In addition, if Landlord has a good faith belief that a subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Tenant has otherwise complied with its requirements under those statutes, then Tenant agrees that it shall terminate its contract with the subcontractor upon receipt of notice from Landlord of such violation by subcontractor in accordance with Section 448.095(5)(c), Florida Statutes. Any challenge to termination under this provision must be filed in the Circuit or County Court by Landlord, Tenant, or subcontractor no later than twenty (20) calendar days after the date of contract termination.

20.29 OFAC Compliance. Each of Landlord and Tenant represents and warrants that: (a) neither it nor any person or entity that directly or indirectly owns an interest in it nor any of its officers, directors, or members is a person or entity (each, a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224 (the "Executive Order") signed on September 24, 2001 and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action, (b) its activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the "Money Laundering Act") (i.e., Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "Patriot Act")), and (c) throughout the Term of this Agreement, Landlord and Tenant shall comply with the Executive Order, the Money Laundering Act, and the Patriot Act.

IN WITNESS WHEREOF, in consideration of the mutual entry into this Agreement, for other good and valuable consideration, and intending to be legally bound, the Parties have executed this Agreement as of the Effective Date.

ATTEST: PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, an agency and instrumentality of Miami-Dade County, Florida ("Trust")

No attestation required

By: _____
Carlos A. Migoya
Chief Executive Officer

Date: _____

ATTEST: [Tenant Information]

No attestation required

By: _____

Date: _____

PUBLIC HEALTH TRUST USE ONLY

Approved for legal sufficiency and form by the Miami-Dade County Attorney's Office

Approved for sufficiency as to insurance and liability by the Director of Risk Management, Jackson Health System

Signature Date

Signature Date

Reviewed by the Office of Compliance & Ethics, Jackson Health System

Signature Date

EXHIBIT "A"

The Building

A portion of Tract A of Jackson Memorial Medical Center, according to the plat thereof, as recorded in Plat Book 174, at page 58 of the Public Records of Miami Dade County, Florida, being more particular described as:

That certain multi-story hospital facility known as Jackson Memorial Hospital, located at 1611 NW 12 Avenue, situated on the real property described in Plat Book 174, Page 58 of the Publics Records of Miami-Dade County, Florida (Hospital Facility)

EXHIBIT "B"

The Premises

EXHIBIT "C"

ACH Payment Instructions

Exhibit C

EXHIBIT "D"

Tenant Improvement Plan

NOT APPLICABLE

EXHIBIT "E"

Rules and Regulations

E1.1 All deliveries or shipments of any kind to and from the Premises, including loading of goods, shall be made only by way of the rear of the Premises or any other location designated by Landlord, and only at such time designated for such purpose by Landlord.

E1.2 All contractors and subcontractors performing work at the Premises shall park at such discreet locations as may be designated by Landlord and shall use the rear entrance of the tenant space. Use of the front doors or parking in the front of any building is prohibited. Construction crews shall not store equipment or materials in any breezeway or alley. Violation of any of the foregoing will result in Five Hundred and No/100 Dollars (\$500)/per day in liquidated damages payable by Tenant to Landlord, as Additional Rent.

E1.3 Demolition causing excessive noise or that creates a disturbance to the other tenants shall only be performed before or after the normal and customary business hours of the Building so that tenants are not disrupted during business hours.

E1.4 No garbage shall be placed or disposed of in front of the Premises. Tenant shall store soiled and dirty linen in approved fire rated containers. Garbage removal shall be at those times designated by Landlord pursuant to Section E1.1.

E1.5 No radio, television, phonograph or other similar devices or aerial attached thereto (inside or outside) shall be installed without first obtaining in each instance Landlord's written consent.

E1.6 Intentionally deleted.

E1.7 Plumbing facilities shall not be used for any other purposes than that for which they are constructed, and no foreign substances of any kind shall be thrown therein. The expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by Tenant.

E1.8 Tenant shall not place, nor suffer the placement of, any signs, equipment, displays or inventory on the sidewalk in front of the Premises or upon the Common Area.

E1.9 Intentionally deleted.

E1.10 Landlord reserves the right, exercisable without notice and without liability to Tenant, to change the name and street address of the Building.

E1.11 Tenant shall not do anything, or permit anything to be done, in or about the Building, or bring or keep anything therein, that will in any way increase the possibility of fire or other casualty or obstruct or interfere with the rights of, or otherwise injure or annoy, other tenants, or do anything in conflict with the valid pertinent laws, rules or regulations of any Governmental Authority. Tenant shall not use or keep in the Premises any inflammable or explosive fluid or substance, or an illuminating material, unless it is battery powered, and UL approved. Tenant shall at all times maintain an adequate number of suitable fire extinguishers on the Premises for use in case of local fires, including electrical or chemical fires. A competent person or a recognized extinguisher servicing company should provide annual servicing for all extinguishers on the Premises. A tag should be attached indicating the month and year of maintenance and the recharge, if performed.

E1.12 Tenant shall not install any signage or any advertising material anywhere within the property lines of the Building (other than as permitted in this Agreement), including but not limited to, landscaped areas.

E1.13 Tenant will not utilize any unethical method of business operation nor shall any space in the Premises be used for living quarters, whether temporary or permanent.

E1.14 Tenant shall have full responsibility for protecting the Premises and the persons and property located therein from injury, theft and robbery and shall keep all doors and windows securely fastened when not in use.

E1.15 Tenant shall not allow its employees to smoke, socialize congregate or behave in an unprofessional manner in front of the Premises. Work breaks should be limited to the rear of the Premises.

E1.16 Tenant shall not erect or maintain any barricade or scaffolding which may obscure the signs, entrances or show window of any other tenant in the building or tend to interfere with any such other tenant's business.

E1.17 Tenant shall not use or permit the use of space heaters, whether electrical or battery operated, in the Premises.

E1.18 Landlord reserves the right to amend or rescind any of these rules and make such other and further rules and regulations as in the judgment of Landlord shall from time to time be needed for safety, protection, care and cleanliness of the Building, the operation thereof, the preservation of good order therein, and the protection and comfort of its tenants, their agents, employees and invitees, which rules when made the notice thereof given to a tenant shall be binding upon him in like manner as if originally herein prescribed. Landlord reserves the right to waive any rule in any particular instance or as to any particular person or occurrence.

EXHIBIT "F"

Solicitation Documents

EXHIBIT "G"

Guaranty

NOT APPLICABLE

EXHIBIT "H"

Letter of Credit

NOT APPLICABLE

EXHIBIT "I"

Sign Package

As approved by Landlord

EXHIBIT "J"

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.](#)

Tenant's Legal Company Name _____ does not use coercion for labor or services as defined in Section [787.06, F.S.](#)

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 Tenant's Authorized Representative:

Title of Tenant's Authorized Representative:

Signature of Tenant's Authorized Representative:

Date:

EXHIBIT "K"

QUALITY, SAFETY, AND CARE COORDINATION PERFORMANCE STANDARDS

| Category | Requirement |
|-------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Clinical Quality | Hospice Compare core measures \geq national benchmark. (or other quality indicators deemed appropriate by Landlord to define information and cadence to share quality measures) |
| Patient Safety | Disclosure of Hospice Serious harm events. Participate in Root Cause Analyses for shared patients. |
| Readmission Rate (for hospital discharges to hospice) | $<2\%$ unplanned return to acute setting within 7 days. |
| CAHPS Hospice (Family Experience) | \geq state average |
| EMR Integration | Use established hospital system to document all hospice and palliative care services |
| Palliative/Transition Coordination | Hospice must participate in daily discharge rounds and provide 24/7 admission availability. |

EXHIBIT "L"

Ancillary Services Fees

Section XVII - About the Form Lease

Special instructions on reading the lease and preparing your proposal.

Instructions on how to read the Lease Agreement

The form lease agreement is attached. It has been included in, and forms a part of, this Solicitation. For convenience, the Solicitation contains a summary of certain terms contained in this Lease; but this Lease, as written, will govern the actual application of such terms.

Read the Lease in its entirety. Your proposal is considered to have been prepared in light of the terms contained in this Lease, unmodified.

Conditional Language

Not all terms of the Lease will be included in its executed version. **Highlighted terms** denote language that, if proposed in the Response or required by the Trust, will be included in the executed version.

Lease Modifications

Any change to the Lease submitted with the Response will be viewed as a suggestion only, and the Trust reserves the right to adopt such suggestions or to make modifications to the Lease, at any time, for any reason it may deem appropriate and in its best interest.

Attachment 2

Required Forms

UNIFORM PROPOSER INFORMATION STATEMENT

1. SOLICITATION NO.

The following information is provided to the Division of Property Management of the Public Health Trust of Miami-Dade County, Florida in connection with the submittal of a proposal to use or occupy space. The acceptance of this Uniform Proposer Information Statement does not constitute an offer by the Public Health Trust or any affiliate or subsidiary thereof. **Please attach additional sheets as necessary. Please print or type.**

SOLE PROPRIETORS

2. FULL NAME (Last Name, First Name, Middle Initial)

3. ADDRESS (Number, Street, Apartment or Suite Number)

4. CITY

5. STATE (No abbreviations)

6. ZIP CODE

7. TELEPHONE

8. ELECTRONIC MAIL (Optional)

PROPOSED BUSINESS

9. NAME OF BUSINESS

10. ADDRESS (Number, Street, Apartment or Suite Number)

11. CITY

12. STATE (No abbreviations)

13. ZIP CODE

14. TELEPHONE

15. TELEPHONE (Alternate)

16. BUSINESS TYPE

Corporation Limited Liability Company Partnership Joint Venture Sole Proprietorship

17. YEAR FORMED

18. STATE OF FORMATION (No abbreviations)

19. FEDERAL TAXPAYER IDENTIFICATION NUMBER

20. PRESIDENT OR MOST SENIOR EXECUTIVE (Last Name, First Name, Middle Initial)

21. CHIEF FINANCIAL OFFICER OR TREASURER (Last Name, First Name, Middle Initial)

AFFILIATES

List all Affiliates of the proposer and provide the requested information for each Affiliate. **Add additional pages if necessary.**

An "Affiliate" of a proposer is any entity or individual that:

(a) directly or indirectly owns more than a 30% equity interest in the proposer; or

(b) otherwise directly controls proposer (**including senior executives**); or

(c) is controlled by, or has more than 30% of its equity owned by or for the benefit of, either: (i) the proposer; or (ii) any person (or a member of the immediate family of any person) or entity that controls, or owns more than a 30% equity interest in, the proposer

1 NAME

Proposed Guarantor

% OF OWNERSHIP (indicate of or by Proposer)

ADDRESS (Number, Street, Apartment or Suite Number)

CITY

STATE (No abbreviations)

ZIP CODE

TELEPHONE

FEDERAL TAXPAYER IDENTIFICATION NUMBER

2 NAME

Proposed Guarantor

% OF OWNERSHIP (indicate of or by Proposer)

ADDRESS (Number, Street, Apartment or Suite Number)

CITY

STATE (No abbreviations)

ZIP CODE

TELEPHONE

FEDERAL TAXPAYER IDENTIFICATION NUMBER

| | | |
|-----------------------------------------------------|-------------------------------------------------------------------------------------|---------------------------------------------|
| 3 | NAME <input type="checkbox"/> Proposed Guarantor | % OF OWNERSHIP (indicate of or by Proposer) |
| ADDRESS (Number, Street, Apartment or Suite Number) | | |
| CITY | STATE (No abbreviations) | ZIP CODE |
| TELEPHONE | | FEDERAL TAXPAYER IDENTIFICATION NUMBER |

Gross Receipts

List gross receipts for each Affiliate listed above that is a **business organization** (whether incorporated or unincorporated) for the past three (3) years. Attach copies of federal income tax returns.

| | | | |
|----------------------------------------|------------------|------|---------------------|
| 1 | NAME OF BUSINESS | YEAR | GROSS RECEIPTS (\$) |
| | | YEAR | GROSS RECEIPTS (\$) |
| | | YEAR | GROSS RECEIPTS (\$) |
| <hr style="border: 1px solid black;"/> | | | |
| 2 | NAME OF BUSINESS | YEAR | GROSS RECEIPTS (\$) |
| | | YEAR | GROSS RECEIPTS (\$) |
| | | YEAR | GROSS RECEIPTS (\$) |
| <hr style="border: 1px solid black;"/> | | | |
| 3 | NAME OF BUSINESS | YEAR | GROSS RECEIPTS (\$) |
| | | YEAR | GROSS RECEIPTS (\$) |
| | | YEAR | GROSS RECEIPTS (\$) |

OTHER AGREEMENTS

List all agreements in effect during the last five (5) years which grant the right to use or occupy space (e.g., lease or license) between either (a) the proposer, or (b) **any** Affiliate, or (c) both; **and** (d) the Public Health Trust of Miami-Dade County, Florida, or (e) Miami-Dade County, Florida (including its agencies and instrumentalities).

| | |
|----------------------------------------|-------------------------|
| 1 | NAME OF LESSEE/LICENSEE |
| | LOCATION |
| | LESSOR/LICENSOR |
| <hr style="border: 1px solid black;"/> | |
| 2 | NAME OF LESSEE/LICENSEE |
| | LOCATION |
| | LESSOR/LICENSOR |
| <hr style="border: 1px solid black;"/> | |
| 3 | NAME OF LESSEE/LICENSEE |
| | LOCATION |
| | LESSOR/LICENSOR |

Defaults Describe any lessee or licensee defaults under all agreements listed above.

FINANCIAL INFORMATION

Bank References

Provide at least one reference from a bank with which the proposer and each guarantor have an account and regularly does business. List all other bank account information that represents the means of financial support for the proposed business.

| | | | |
|---|-----------------------------------------------------|--------------------------|---------------------------|
| 1 | BANK NAME | | BRANCH NUMBER OR LOCATION |
| | ADDRESS (Number, Street, Apartment or Suite Number) | | |
| | CITY | STATE (No abbreviations) | ZIP CODE |
| | NAME OF BANK OFFICER | | TITLE |
| | TELEPHONE | ACCOUNT NUMBER | |
| | NAME ON ACCOUNT | | |
| | <hr/> | | |
| 2 | BANK NAME | | BRANCH NUMBER OR LOCATION |
| | ADDRESS (Number, Street, Apartment or Suite Number) | | |
| | CITY | STATE (No abbreviations) | ZIP CODE |
| | NAME OF BANK OFFICER | | TITLE |
| | TELEPHONE | ACCOUNT NUMBER | |
| | NAME ON ACCOUNT | | |
| | <hr/> | | |
| 3 | BANK NAME | | BRANCH NUMBER OR LOCATION |
| | ADDRESS (Number, Street, Apartment or Suite Number) | | |
| | CITY | STATE (No abbreviations) | ZIP CODE |
| | NAME OF BANK OFFICER | | TITLE |
| | TELEPHONE | ACCOUNT NUMBER | |
| | NAME ON ACCOUNT | | |
| | <hr/> | | |

Available Financing

Provide information about lines of credit, or other sources of financing, available to undertake required improvements and fulfill annual rent requirements. Attach letters where available.

| | | |
|-----------------------------------------------------|--------------------------|----------------|
| 1 | NAME OF SOURCE | TELEPHONE |
| ADDRESS (Number, Street, Apartment or Suite Number) | | |
| CITY | STATE (No abbreviations) | ZIP CODE |
| FUNDS AVAILABLE (\$) | INTEREST RATE | ACCOUNT NUMBER |
| <hr style="border-top: 2px solid black;"/> | | |
| 2 | NAME OF SOURCE | TELEPHONE |
| ADDRESS (Number, Street, Apartment or Suite Number) | | |
| CITY | STATE (No abbreviations) | ZIP CODE |
| FUNDS AVAILABLE (\$) | INTEREST RATE | ACCOUNT NUMBER |
| <hr style="border-top: 2px solid black;"/> | | |
| 3 | NAME OF SOURCE | TELEPHONE |
| ADDRESS (Number, Street, Apartment or Suite Number) | | |
| CITY | STATE (No abbreviations) | ZIP CODE |
| FUNDS AVAILABLE (\$) | INTEREST RATE | ACCOUNT NUMBER |

Financial Statements

Provide financial statements (audited preferred) for the proposed business and each guarantor for the past three (3) full fiscal years. Provide the following information, in summary, for the last fiscal year.

| ASSETS | LIABILITIES |
|-------------------------------------------------------------|--------------------------------------------------------------------|
| 1 - FUNDS (cash, checking, savings, etc.) \$ | 7 - PAYABLES \$ |
| 2 - RECEIVABLES \$ | 8 - NOTES PAYABLE \$ |
| 3 - SECURITIES (stocks, bonds, annuities, etc.) \$ | 9 - MORTGAGES \$ |
| 4 - FIXED ASSETS (property, plant & equipment) \$ | 10 - DEFERRED \$ |
| 5 - OTHER ASSETS \$ | 11 - MISCELLANEOUS \$ |
| 6 - GRAND TOTAL ASSETS (Add lines 1 through 5) \$ | 12 - GRAND TOTAL LIABILITIES (Add lines 7 through 11) \$ |
| 0.00 | 0.00 |

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BUSINESS REFERENCES

Provide at least three (3) references from companies with which the proposer, or one or more of its Principals, does business.

| | | | | |
|---|-----------------------------------------------------|--------------------------|-----------|----|
| 1 | COMPANY NAME | | FROM | TO |
| | ADDRESS (Number, Street, Apartment or Suite Number) | | | |
| | CITY | STATE (No abbreviations) | ZIP CODE | |
| | CONTACT & TITLE | | TELEPHONE | |
| 2 | COMPANY NAME | | FROM | TO |
| | ADDRESS (Number, Street, Apartment or Suite Number) | | | |
| | CITY | STATE (No abbreviations) | ZIP CODE | |
| | CONTACT & TITLE | | TELEPHONE | |
| 3 | COMPANY NAME | | FROM | TO |
| | ADDRESS (Number, Street, Apartment or Suite Number) | | | |
| | CITY | STATE (No abbreviations) | ZIP CODE | |
| | CONTACT & TITLE | | TELEPHONE | |

BUSINESS RESPONSIBILITY

Has the proposer, or any Affiliate, ever been barred from bidding on contracts, or declared not responsible by any city, town, village, county, state or federal public entity? Yes No

Are any outstanding liens pending against the proposer or any Affiliate? Yes No

Are any judgments outstanding against the proposer or any Affiliate? Yes No

Is any suit or legal action pending against the proposer or any Affiliate? Yes No

Has the proposer, or any Affiliate, been adjudged bankrupt or insolvent, voluntarily or involuntarily, under any applicable law; executed an assignment for the benefit of creditors; or abandoned a business without satisfying its outstanding debts? Yes No

Has the proposer, or any Affiliate, ever been convicted of a felony? Yes No

If **yes** to any of the above, provide all details below. Add additional pages if necessary.

Representations, Warranties, Covenants, and Consent to Review of Credit

By executing this Uniform Proposer Information Statement, the undersigned represents and warrants the following:

1. The undersigned has received and read the entire solicitation, including all amendments and addenda thereto, is acquainted with all matters in connection with the response to this solicitation, will accept the premises "as-is," and will secure any necessary permit or license pertaining to the operation of, or the making of any improvement to, the site. The undersigned acknowledges that the Public Health Trust of Miami-Dade County, Florida makes no representation or warranty as to the information supplied in the solicitation or the type of use or development permitted at the site.
2. The undersigned acknowledges that the Board of Trustees of the Public Health Trust must expressly authorize the President/CEO to execute the lease agreement for purposes of consummating the transaction. No response shall be deemed binding until such time as the lease agreement is fully executed by all parties.
3. The undersigned represents that its response is made in good faith without fraud or collusion, and that the undersigned has not entered into any agreement with any other person/entity responding to this solicitation, or with any other person, firm or corporation relating this solicitation or any other solicitation, nor any agreement or arrangement under which any person, firm or corporation is to refrain from responding, nor any agreement or arrangement for any act or omission in restraint of free competition among respondents. The undersigned agrees to hold harmless, defend, and indemnify the Public Health Trust for any noncompliance by the undersigned with the aforementioned representations or with the antitrust laws of the United States and of the State of Florida.
4. The undersigned acknowledges that the information contained in the response to this solicitation and any accompanying documentation will be relied upon by the Public Health Trust in its prequalification and consideration for award. As such, the undersigned expressly warrants the information and documentation to be true and correct. The undersigned acknowledges the Public Health Trust's right to continue to verify the qualifications of the proposer, management team and its Affiliates and to seek any additional information relating to continuing qualifications. The discovery of a misrepresentation, which, in the sole opinion of the Public Health Trust, materially affects the prequalification experience of the proposer to perform under the lease agreement, shall be cause for the Public Health Trust to terminate the lease agreement, if discovered after the award of the lease agreement and to cancel same without liability by Public Health Trust to the proposer.
5. The undersigned acknowledges that the Public Health Trust reserves the right to reject any and all responses at any time, for any reason, prior to the execution of a lease agreement. The Public Health Trust reserves the right to cancel all solicitations before its opening/closing. In the event of solicitation cancelation, the Public Health Trust shall notify all prospective bidders and make available a written explanation for the cancelation.
6. The undersigned is of lawful age.
7. Neither the undersigned nor any Affiliate of the undersigned is in arrears in the payment of amounts due to the Public Health Trust or Miami-Dade County, or any affiliated agency or instrumentality thereof.
8. No person, firm, or corporation other than named herein has any interest in the proposed lease or license agreement.
9. The undersigned declares under penalty of perjury that the undersigned has read fully and understands all of the terms and conditions of this solicitation and all of the foregoing questions of this Uniform Proposer Information Statement. The answers and statements contained in the response, including without limitation, the information contained on this Uniform Proposer Information Statement and Rent Calculation Statement, are to the best of the undersigned's knowledge and belief true, correct, and complete. The undersigned agrees that in the event that circumstances reflected by the answers herein change, the undersigned will promptly notify the Division of Property Management of the Public Health Trust in writing by certified mail. The undersigned further understands that a misstatement, omission, or failure to update information may cause for the Public Health Trust not to award to the proposer, or its Affiliates, the proposed lease or license, and may have the effect of precluding persons or entities from doing business with the Public Health Trust.

By executing this Uniform Proposer Information Statement, the undersigned authorizes the Public Health Trust or its designated agent or contractor to conduct a credit and reference investigation of the proposer and its Affiliates. This authorization includes commercial and financial institutions, credit reporting agencies and present and former customers.

PROPOSER

AUTHORIZED SIGNATURE (Primary responsible representative)

PRINT NAME & TITLE

SWORN TO ME IN THE STATE OF:

SWORN TO ME IN THE COUNTY OF:

SWORN TO ME ON THE DATE OF:

UNEXPIRED IDENTIFICATION (TYPE & NUMBER)

NOTARY NAME, SIGNATURE, SEAL, & COMMISSION EXPIRATION DATE

RENT CALCULATION STATEMENT

1. SOLICITATION NO.

This Rent Calculation Statement forms a part of your response to the Solicitation referenced in Line 1. The information you include on this Statement serves as your proposal/bid to the Public Health Trust. Any rent proposed on this statement will be used in accordance with the terms of the agreement associated with the Solicitation.

2. PROPOSER

3. AUTHORIZED REPRESENTATIVE (Undersigned only)

FIRST YEAR

The following information relates to your proposed operations/business plan for the first rental year of the agreement between you and the Public Health Trust. Provide your projected income and expenses below.

Projected Income

Projected Expenses

| | |
|------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>4. ESTIMATED SALES/REVENUE \$</p> <hr/> <p>5. COST OF GOODS SOLD \$</p> <hr/> <p>6. GROSS PROFIT (subtract line 5 from line 4) \$</p> | <p>7. WAGES/SALARIES \$</p> <hr/> <p>8. RENT \$</p> <hr/> <p>9. UTILITIES (electric, gas, phone, etc.) \$</p> <hr/> <p>10. INTEREST ON LOANS \$</p> <hr/> <p>11. ADVERTISING \$</p> <hr/> <p>12. SUPPLIES \$</p> <hr/> <p>13. INSURANCE \$</p> <hr/> <p>14. PROFESSIONAL SERVICES (legal, accounting) \$</p> <hr/> <p>15. REPAIRS \$</p> <hr/> <p>16. EQUIPMENT RENTALS \$</p> <hr/> <p>17. DEPRECIATION \$</p> <hr/> <p>18. PAYROLL TAXES \$</p> <hr/> <p>19. OTHER TAXES \$</p> <hr/> <p>20. OTHER \$</p> <hr/> <p>21. TOTAL EXPENSES (add lines 7 through 20) \$ 0.00</p> |
|------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

FUTURE SALES

The following information relates to your projected gross sales/revenue at the site throughout the initial term of the agreement between you and the Public Health Trust. Provide your projected sales below. Only include the rental years in the initial term of the agreement associated with this Solicitation.

| | | |
|------------------|-------------------|-------------------|
| Rental Year 2 \$ | Rental Year 7 \$ | Rental Year 12 \$ |
| Rental Year 3 \$ | Rental Year 8 \$ | Rental Year 13 \$ |
| Rental Year 4 \$ | Rental Year 9 \$ | Rental Year 14 \$ |
| Rental Year 5 \$ | Rental Year 10 \$ | Rental Year 15 \$ |
| Rental Year 6 \$ | Rental Year 11 \$ | |

Use additional pages when necessary for agreements with initial terms longer than 15 rental years.

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RENT

The following information relates to your proposed rent to be paid to the Public Health Trust over the term of the agreement. To the extent that the values listed here conflict with the terms of the agreement, such conflict will be resolved in favor of the agreement.

Special Instructions

1. Use the same format as used in the associated agreement. For example, if the Annual Base Rent is listed as dollars per square foot, list your proposed rent in dollars per square foot.
2. **DO NOT** enter a value that is less than any minimum value required by the associated agreement or the solicitation.
3. You must indicate your proposed rent for the Initial Term of the associated agreement.
4. Where the Minimum Annual Guarantee applies, you must enter this amount in whole dollar values based on an annual calculation.
5. Rent Escalators will be in addition to any adjustment stated in the associated agreement, and will apply throughout the term of the associated option period.

| Initial Term Annual Base Rent | \$ | Annual Percentage Rent | % | Minimum Annual Guarantee | \$ |
|----------------------------------------|----|---------------------------|---|-----------------------------|----|
| RENT ESCALATORS | | | | | |
| First Option Rent Escalator | \$ | | | | |
| Second Option Rent Escalator | \$ | | | | |
| Third Option Rent Escalator | \$ | | | | |

Certification

By executing this Rent Calculation Statement, the undersigned represents and warrants that:

(i) the values entered herein have been arrived at independently without any agreement, collusion, consultation, or communications intended to restrict competition.

| | | |
|----------------------|---------------------------|--------|
| SIGN HERE | AUTHORIZED SIGNATURE ► | DATE ► |
|----------------------|---------------------------|--------|

REV. 03/2013

FLORIDA PUBLIC ENTITY CRIMES AFFIDAVIT

1. SOLICITATION NO.

2a. NAME ("Affiant")

2b. RELATIONSHIP TO PROPOSER (self, officer, partner, shareholder, etc.)

3a. PROPOSER NAME ("Proposer")

3b. PROPOSER'S BUSINESS ADDRESS (number, street, suite no., city, state, ZIP code)

NOTICE Florida Statutes on Public Entity Crimes

The State of Florida requires bidders or contractors to submit a sworn document stating whether or not a corporation, its officers, predecessors or successors have been convicted of a public entity crime. Neither the Proposer, the contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Proposer or contractor nor any affiliate of the Proposer or contractor shall have been convicted of a public entity crime subsequent to July 1, 1989.

You must read and complete this form in its entirety, sign and have notarized. Your failure to do so will render your proposal non-responsive and not considered for award.

Certification

STATE OF _____)

COUNTY OF _____)

Before me, the undersigned authority, did personally appear the Affiant who, being first duly sworn by me, made the following statement:

1. The business address of the Proposer is as listed on Line 3b of this form.
2. My relationship to the Proposer is as listed on Line 2b of this form.
3. I understand that a public entity as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry plea of guilty or nolo contendere.
5. I understand that "affiliate" is defined by the statute to mean (a) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (b) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (c) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (d) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. ~~(STRIKE THIS PARAGRAPH IF PARAGRAPH SEVEN APPLIES)~~ Neither the Proposer, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Proposer nor any affiliate of the Proposer has been convicted of a public entity crime.
7. ~~(STRIKE THIS PARAGRAPH IF PARAGRAPH SIX APPLIES)~~ There has been a conviction of a public entity crime by the Proposer, or an officer, director, executive, partner, shareholder, employee, member or agent of the Proposer, or an officer, director, executive, partner, shareholder, employee, member or agent of the Proposer who is active in the management of the Proposer or contractor or an affiliate of the Proposer or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division or Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. **(ATTACH COPY OF ORDER TO THIS AFFIDAVIT)**

FURTHER SAYETH THE AFFIANT NAUGHT.

**SIGN
HERE**

AFFIANT'S
SIGNATURE ►

DATE ►

Sworn to, and subscribed before, me in the state and county, and on the date, all above mentioned, by the Affiant who: (a) is personally known to me, or (b) has produced the identification listed below.

UNEXPIRED IDENTIFICATION (TYPE & NUMBER)

NOTARY NAME, SIGNATURE, SEAL, & COMMISSION EXPIRATION DATE

STATEMENT OF AUTHORIZED REPRESENTATIVES

1. SOLICITATION NO.

2a. NAME ("Affiant")

2b. RELATIONSHIP TO PROPOSER (self, officer, partner, shareholder, etc.)

3a. PROPOSER NAME ("Proposer")

3b. PROPOSER'S BUSINESS ADDRESS (number, street, suite no., city, state, ZIP code)

Instructions

Pursuant to Section 2-11.1(s)(5) of the Code of Miami-Dade County, as amended, unless he or she has been listed here, no individual shall appear before any Public Health Trust ("PHT") evaluation, selection, technical review or similar committee or subcommittee on behalf of a firm/proposer unless he or she is registered with the Clerk of the Board of County Commissioners and has paid all applicable fees as a registered lobbyist.

Other than for the purposes of this Solicitation process, individuals who wish to address the PHT Board of Trustees or a PHT committee or subcommittee concerning any action, decision or recommendation of PHT personnel must register with the Clerk of the Board of County Commissioners and pay all applicable fees as a registered lobbyist.

For the sole purpose of oral presentations/appearances, including negotiations, under this Solicitation process, the listed individuals shall not be required to pay any lobbyist registration fees.

To add to, or otherwise modify, the list of authorized representatives, complete and fully execute additional Statements of Authorized Representatives. All modifications must be received by the PHT prior to the Proposer's first appearance under this Solicitation process before the PHT.

Add additional pages if necessary.

Authorized Representatives

The individuals listed below are authorized by this Proposer to appear as its representative during oral presentations including negotiations before a PHT evaluation, selection, technical review or similar committee or subcommittee under the above-referenced Solicitation process.

NAME (Last Name, First Name, Middle Initial) & TITLE

CONTACT DETAILS (Telephone, email, etc.)

ADD
 DELETE

ADD
 DELETE

ADD
 DELETE

ADD
 DELETE

ADD
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ADD
 DELETE

ADD
 DELETE

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s)(5) of the Code of Miami-Dade County, as amended.

**SIGN
HERE**

AFFIANT'S
SIGNATURE ►

SWORN TO ME IN THE STATE OF:

SWORN TO ME IN THE COUNTY OF:

SWORN TO ME ON THE DATE OF:

UNEXPIRED IDENTIFICATION (TYPE & NUMBER)

NOTARY NAME, SIGNATURE, SEAL, & COMMISSION EXPIRATION DATE

Attachment 3

Lobbying Frequently Asked Questions



Miami-Dade County Commission on Ethics and Public Trust

Lobbying in Miami-Dade County FAQs

Lobbying

- **Which Miami-Dade County Code Section addresses the issue of lobbying?**
 - The Miami-Dade Code at Section 2-11.1(s), requires persons or entities employed or retained by a principal seeking to influence official County or municipal action, to register as lobbyists with the Clerk of the Board. The Clerk of the Board's website is:
<https://www.miamidade.gov/LobbyistOnline/Home.aspx>
 - Please note: Section 2-11.1(s) of the Miami Dade Code applies to all County and municipal lobbyists.
 - A municipality may impose a stricter standard; may set its own registration fee; and is not bound by the County ordinance's lobbyist training requirement unless it has adopted its own lobbyist training ordinance and has an agreement with the COE to provide the training.
 - Individuals who lobby in a municipality should contact the clerk's office for that municipality in order to learn that municipality's lobbying registration requirements

- **Who is considered a Lobbyist?**
 - Definition of lobbying activities:
 - Seeking to *encourage the passage, defeat or modifications* of:
 - Any ordinance, resolution, action, decision of the **County Commission**.
 - Any action, decision recommendation of the **County Mayor** or any **County board or committee**
 - Any action, decision or recommendation of **County personnel** that will be reviewed by the County Commission, board or committee.
 - Note this section applies to the time period of the *entire decision-making process* on such action, decision or recommendation, which foreseeably will be reviewed by the County Commission or a County board or committee.
 - Lobbying prohibited if a person is not properly registered.
 - Includes all types of communication, whether face-to-face, meeting, a telephone conversation or an e-mail exchange
 - Includes a Principal who lobbies or any employee, person(s) or firm(s) retained by a Principal on either a paid or unpaid basis whose scope of employment includes lobbying activities.

- Are Jackson Memorial Hospital (JMH) and Public Health Trust (PHT) vendors subject to the lobbying Ordinance and requirements?
 - Yes, registration and ethics training is required for JMH/PHT vendors who appear before a PHT board or employees of JMH/PHT to encourage the board or individual to purchase the product the vendor represents or who seeks approval for clinical trial of new products and services.
 - The Policy and Procedures Manual for JMH/PHT vendors can be found at: <http://www.jacksonhealth.org/library/procurement/vendor-access-policy.pdf>

Registration

- **Where can I find lobbyist registration forms, information, and register as a County lobbyist?**
 - The County Clerk of the Board's Lobbyist Online Registration and Information System (LORIS): If it is the first time you have used this online service, you must create an account.
 - <https://www.miamidade.gov/LobbyistOnline/Home.aspx>
 - County Lobbyist forms may also be found at the County Ethics Commission website:
 - <http://ethics.miamidade.gov/frequently-used-forms.asp>
- **Are all County lobbyists required to register with the County Clerk of the Board?**
 - Yes, the Miami-Dade Board of County Commissioners adopted legislation, which requires persons or entities employed or retained by a principal seeking to influence official County or municipal action, to register as a lobbyist with the County Clerk of the Board **within 5 business days** of being retained *or before engaging in lobbying*, whichever comes first.
 - The Clerk of the Board's website is: <https://www.miamidade.gov/LobbyistOnline/Home.aspx>
- **I am a lobbyist in one of the municipalities in Dade County. Where do I register?**
 - Individuals who lobby in a municipality should contact the clerk's office of that municipality in order to obtain information about that municipality's lobbying registration requirements.
- **Who is required to register as a lobbyist?**
 - Principal of a corporation must register if he or she is lobbying. Note: Principal who lobbies **on behalf of his or her organization** must register, is exempt from paying the registration fee, but must take the ethics training course and pay the \$100 training fee.
 - An employee who lobbies is required to register as a lobbyist and pay the required registration and training fee (see below).
 - Public Health Trust vendors (for example, sales representatives for pharmaceutical companies) who appear before a PHT board or employees of JMH/PHT to encourage the board or individual to purchase the product the vendor represents or who seek approval for clinical trial of new products and services.
 - Architects are lobbyists when engaged in activities intended to influence government decisions, except if appearing at quasi-judicial meetings or performing routine administrative functions on behalf of clients.
 - Plan expeditors would be lobbying if they tried to circumvent established departmental procedures in order to persuade officials to take a particular course of action.

- Attorneys meeting with county personnel during the procurement process, unless the communication is strictly limited to legal matters, and not intended to influence the decision.
- **What forms must I submit prior to lobbying?**
 - Prior to lobbying, lobbyist must submit registration, authorization to lobby and joint affidavit with principal stating that there will be no contingency or success fees
 - Annual Lobbyist Registration:
 - Register online at the County Clerk of the Board's Lobbyist Online Registration and Information System (LORIS) at <https://www.miamidade.gov/LobbyistOnline/Home.aspx>.
 - Lobbyist Activity Authorization form:
 - <http://www.miamidade.gov/cob/library/forms/lobbyist-activity-authorization.pdf>
 - Joint Contingency Fee Affidavit:
 - <http://www.miamidade.gov/cob/library/forms/joint-contingency-fee-affidavit.pdf>
- **What are the registration fees?**
 - \$490 registration fee to be paid:
 - Per year
 - Per company or firm
 - Per employee lobbying for that company or firm
 - Registration renewal is due by January 15th of each year.
- **Who registers but does not pay?**
 - Representatives of non-profit or charitable organizations and trade associations appearing on matters **other than grant funding**. Note: Must take Ethics training and pay \$100 training fee.
 - A principal of any corporation, partnership or other entity appearing without special compensation or reimbursement.
 - Any person who appears as part of an oral presentation team before a County certification, evaluation, selection, technical review or similar committee does not register as a lobbyist, but must be listed on an affidavit (Appendix D of Procurement pack) which must be filed with the Miami-Dade Clerk of the Board at the time the proposal is submitted.
 - Note: Any other communication (other than process or procedure) regarding and RFQ, RFP, or bid with County officials or staff, or presentation before the Board of County Commissioners, County board, or County committee requires lobbyist registration.
- **Who is a considered a Principal?**
 - The President of a corporation.
 - The owner, president or chief shareholder of a corporation or an individual who has been designated or who has the apparent authority to make final decisions on behalf of the corporate entity who is engaged in lobbying activities as defined above.
 - A member of the corporate board engaged in lobbying who has been appointed by the corporation to serve as its representative during negotiations or lobbying activities.

- **Does a Principal have to pay the registration fee?**
 - No, a principal of any corporation, partnership or other entity does not have to pay a registration fee when he or she is representing his or her own entity. However, the Principal must attend and pay for ethics training.

- **Who is not required to register?**
 - Any person appearing in his or her individual capacity.
 - Attorneys or other representatives appearing at publicly noticed quasi-judicial proceedings where ex-parte communications are prohibited.
 - Expert witnesses at public meetings.
 - Unpaid representatives of not-for-profit community-based organizations **only seeking grant funding**. Representatives of non-profit or charitable organizations and trade associations appearing on matters other than grant funding must register as a lobbyist, do not pay the lobbyist registration fee, but must take Ethics training and pay \$100 training fee.
 - Employees of principals whose normal scope of employment does not include lobbying activities.
 - Individuals simply gathering information.
 - Individuals performing routine administrative functions for a client
 - **Existing** vendors who are servicing **existing** contracts or providing technical assistance after the product has been purchased
 - “Meet and greet” discussions of ideas for possible future proposals, prior to submission of any such proposal to the County, and prior to any County solicitation or bid.
 - A public officer, employee or appointee appearing in his or her official capacity.
 - The following public officials are not required to register:
 - Private firm hired by a municipality to represent its interests before the County.
 - Members of the Jackson Memorial Foundation when appearing before the Board of County Commissioners.
 - Union representatives who are County employees but released from duty to tend to union affairs before the County.

- **What are the penalties for failing to register?**
 - Failure to register may cause a lobbyist to be suspended from lobbying:
 - 90 days, 1st violation
 - 1 year, 2nd violation
 - 5 years, 3rd violation
 - A bidder or proposer may be subject to debarment after 3 or more violations.
 - The Contract in question is voidable.
 - Individual is subject to the penalties prescribed in the Miami-Dade Conflict of Interest and Code of Ethics Ordinance.

Training

- **Are lobbyists required to attend lobbyist training before they lobby?**
 - No, but a lobbyist must attend ethics training within 60 days of registering.
 - Lobbyists must also complete a refresher course every 2 years thereafter.
 - The cost of the Ethics Commission lobbyist training course is \$100.
 - The City of Miami requires yearly training.

- **I am a lobbyist whose initial registration lapsed for *longer than 2 years*; must I re-take the 4-hour ethics training course?**
 - Yes, a lobbyist whose initial registration lapsed for longer than 2 years must re-take the 4-hour ethics training course within 60 days of his or her re-registration with the County.

- **I am a lobbyist whose initial registration lapsed *within a 2-year time frame*; must I re-take the 4-hour ethics training course?**
 - No, a lobbyist whose initial registration lapsed within a 2- year time frame and intends to re-register with the County must take the 2-hour refresher course 2 years from the date of completion of his or her initial 4-hour ethics training course.

- **I am an employee of a not-for-profit organization. Do I have to attend lobbyist training and pay the \$100.00 training fee?**
 - If you appear before the County on behalf of any organization on a matter **other than** grant funding you must register as a lobbyist, you do not pay the registration fee, but you are required to attend lobbyist training and pay the \$100.00 fee.
 - If I appear before the County on behalf of your organization **only** to seek grant funding, you do not have to register as a lobbyist.

- **I am a Principal. Do I have to pay for lobbyist training?**
 - Yes.

- **How do I find lobbyist training dates and register for training?**
 - Information on registration for Lobbyist Training can be found on the Ethics Commission website at: <http://ethics.miamidade.gov/training.asp>

Reporting

- **Are lobbyists required to file an annual expenditure report?**
 - Yes, but only if he or she has had expenses over \$25 in furtherance of the lobbying effort.
 - Those lobbyists must file an annual Lobbyist expenditure report form which can be found at the Clerk of the Board's website at:
 - <http://www.miamidade.gov/cob/library/forms/lobbyists-expenditure-report.pdf>

- **I am a lobbyist. What is the deadline for filing the expenditure report and where should the form be mailed to?**
 - The completed form must be mailed by July 1 for the preceding year and must be mailed to:
Clerk of the Board
111 N.W. 1st Street
Suite 17-202
Miami FL 33128

- **What are the consequences of filing expenditure reports late?**
 - County Code Section 2-11.1(s)(6)(b)
 - \$50 fine per day per client
 - Failing to file by September 1st will result in suspension from lobbying activities until fines are paid or appeal is filed with Ethics Commission

- **Can I appeal a fine?**
 - Yes, lobbyists or principal may appeal a fine and request a hearing before the Ethics Commission within 15 days of receipt of notification.
 - The Ethics Commission *may* waive the fine in whole or in part.

- **When is a lobbyist required to complete a Notice of Withdrawal form?**
 - A Notice of Withdrawal form must be submitted to the Clerk of the Board's office upon conclusion of the Lobbyist's representation of each principal.
 - The Notice of Withdrawal form can be found at:
 - <http://www.miamidade.gov/cob/library/forms/lobbyist-registration-withdrawal.pdf>
 -

Contingency Fee Prohibitions

- **What is a contingency fee?**
 - **Definition: Contingency Fee**
 - "Contingency fee" means a fee, bonus, commission or nonmonetary benefit as compensation which is dependent on or in **any way contingent** on the passage, defeat or modification of an ordinance, resolution, action or decision.

- **I am a lobbyist. May I receive a contingency fee?**
 - County Code Section 2-11.1(s)(7)
 - No person may in whole or in part, pay, give or agree to pay or give a contingency fee for another person. No person may agree to receive a contingency fee.

- **Is there an exception to the ban on contingency fees?**
 - Attorneys who represent a client in a legal dispute with the County on a contingency fee basis.
 - Traditional sales commission payments for sales representatives.
 - Developers who pay for neighborhood improvements as part of a settlement with an association (when fee is being paid to a third party, not the lobbyist representing the developer).

Two-Year Rule

- **May I lobby a County officer, department personnel, or employee after leaving County employment?**
 - Former County employees may *work* for County vendors and serve as principals of companies as long as they ***do not lobby*** the County for two years after leaving County employment.
 - Lobbying by former County officials or employees includes communications intended to influence a County decision even when that decision will not be reviewed by a County Commission, board or committee.
 - Exception to the Two-Year Rule
 - If former employee becomes employed by and is representing a non-profit organization or sitting on non-profit board.
 - If former County employee becomes employed by and is representing a governmental entity other than the County.
 - If former employee becomes employed by and is representing an educational institution or entity
- **How do I calculate the two-year period?**
 - The two-year period begins when the County employee has officially separated from County
 - The County Ethics Commission has opined that:
 - Former employee who was stripped of decision-making authority and took leave before formally separating from County was still considered an employee while on leave.

Attachment 4

Fair Market Value Appraisal Report

JMH Hospice Floor

1611 NW 12th Avenue, 8th Floor
Miami, Florida 33136

Fair Market Rental Report As Of: December 19, 2025

Issued: January 28, 2026

PRIVILEGED AND CONFIDENTIAL



For more information, please contact the following member of the engagement team:

Brian A. Casey
Vice President
561-270-0348
bcasey@stout.com



**Investment Banking
& Restructuring**

Providing mergers and acquisitions advisory, private capital raising, and distressed advisory services for buyers and sellers.

**Accounting & Reporting
Advisory**

Providing accounting expertise for audit support, technical accounting and standards implementation, internal controls, and financial statement preparation.

Valuation Advisory

Providing valuations of business enterprises, debt, equity, complex securities, intellectual property, real estate, and personal property.

Transaction Advisory

Providing financial, IT, and tax due diligence, fairness and solvency opinions, interim management, and integration and separation support.

**Disputes, Claims,
& Investigations**

Providing expert testimony and consulting, as well as insurance claim, investigations, and compliance services for financial-related matters.

January 28, 2026

Mr. Raul Ordonez III
 VP & Chief Compliance Officer
Jackson Health System
 1500 NW North River Drive River Landing 10th Floor
 Miami, Florida 33125

Re: **Fair Market Value – Rental Rate Opinion of 1611 NW 12th Avenue, 8th Floor, Miami, Florida**
Stout Risius Ross, LLC Project # 1283987

Dear Mr. Ordonez III:

The following table illustrates the applicable rental rates and FMV terms for hospice space located at 1611 NW 12th Avenue, 8th Floor, Miami, Florida, as of December 19, 2025, which is the effective date of this analysis. The property consists of a 10,376 square foot space within a 673,311 square foot, nine-story, on-campus hospital building which was originally constructed in 1983 and renovated through the years. This study is a review of local market conditions. A physical inspection of the property was not performed as agreed to by the client. However, the client did provide us with several interior and exterior photos for review purposes, which we found to be adequate to prepare a credible valuation.

This report was prepared for Jackson Health System, which is the client. The client agrees that there are no other intended users. The intended use of this report is to aid the client in lease pricing that is compliant with the Stark Law and Anti-Kickback Statute. All other uses and users are unintended.

The following table illustrates the Fair Market Value ranges for the subject property's hospice space.

| Conclusion of Rates for Subject Property | |
|-------------------------------------------------|-----------------------------|
| Building Name | JMH Hospice Floor |
| Address | 1611 NW 12th Avenue |
| Suite | 8th Floor |
| City | Miami |
| State | Florida |
| Description | Hospital |
| Rentable SF - Building | 673,311 |
| Rentable SF - Subject | 10,376 |
| Year Built | 1983 |
| Last Year Renovated | Renovated through the years |
| Construction Type | Concrete and steel |
| Stories | 9 |
| On/Off Campus | On-Campus |
| Term | 10 to 20 Years |
| Triple Net Lease Per SF Low * | \$37.00 |
| Triple Net Lease Per SF High* | \$41.00 |
| Operating Expenses Per SF** | \$12.00 |
| Gross Lease Per SF Low | \$49.00 |
| Gross Lease Per SF High | \$53.00 |
| Annual Increase | 1.0% to 3.0% |
| Rent Abatement | 0 to 3 months |
| T.I. Allowance - New | \$0.00 to \$30.00/PSF |
| T.I. Allowance - Renewal | \$0.00 to \$15.00/PSF |

*The rates shown are on a per rentable square foot basis

**Operating expenses are estimated and impact gross rent calculations. They include RE taxes, insurance, repairs and maintenance/landscaping, management, utilities and janitorial.

Scope of Work

The scope of work associated with completion of this assignment includes the following:

- Contacting the client to obtain physical data on the property valued in this appraisal.
- The subject property was not inspected for this assignment. Square footages and subject property pictures were provided by the client.
- Analysis of location, demographics, and market conditions.
- Investigation of market data available from public records and commercial sources of data. Search parameters for comparable market data began in the subject's immediate neighborhood and were expanded geographically until sufficient data was found to be able to provide a supportable opinion of fair market rent. The comparable data used in this appraisal was either verified with a person or persons directly involved in the transaction or with public records.
- Analysis of the market data found and our opinion of fair market rent, as defined in this report, of the subject space as of the indicated valuation date using the appropriate valuation approaches. In this case, a comparable rent analysis was used to provide an opinion of fair market rent for the subject space.
- Preparation of this restricted appraisal report. This format limits the reliance of this report to the client for the stated purpose only. This report cannot be understood properly without additional reference to the information in the appraisal workfile. We caution against the use of this appraisal for other than its intended purpose or without knowledge of the extent of the appraisal.

Property History

Title to the subject space is currently vested in the name Miami Dade County Public Health Trust. To the best of our knowledge, there have not been any transfers of the properties over the past three years. Also, to the best of our knowledge, the property is not being marketed for sale and there are no outstanding offers to purchase the property.

Analysis

The table on page 7 illustrates several lease comparables for the subject property. Note that as we were not able to locate similar acuity local comparables, we have combined national comparables more similar in use and acuity to the subject property and have also included some lower acuity local comparables to better reflect the unique nature of the local market. Following the summary of comparables is an adjustment grid detailing our adjustments for differences in market conditions (time), location, space size, age/condition, and utility (acuity). We have concluded to a range within the adjusted range.

The term "fair market value" has generally been defined as the price, expressed in terms of cash equivalents, at which property would change hands between a hypothetical willing and able buyer and a hypothetical willing and able seller, acting at arm's length in an open and unrestricted market, when neither is under compulsion to buy or sell and when both have reasonable knowledge of the relevant facts.

For purposes of this valuation, this general definition must be limited to comport with current healthcare regulations, which may significantly modify its applicability. Therefore, as used herein, the term "fair market value" is defined as the value in an arm's-length transaction of rental property for general commercial purposes (not taking into account its intended use), without adjustment to reflect the additional value the prospective lessee or lessor would attribute to the proximity or convenience to the lessor where the lessor is a potential source of patient referrals to the lessee, and consistent with the general market value of the subject transaction. In the context of the Agreement for rental of office space, "general market value" means the price that rental property would bring at the time the parties enter into the rental arrangement as the result of bona fide bargaining between a well-informed lessor and lessee that are not otherwise in a position to generate business for each other. *See, e.g., 42 CFR §411.351 (as set forth by the*

Centers for Medicare and Medicaid Services (CMS) with respect to physicians' referrals to health care entities with which they have financial relationships).

Extraordinary Assumptions: A current inspection of the property was not conducted as agreed to with the client, the client has provided current photos of the subject. Based on the photos and indications from the client, we have assumed the subject property is in average condition and has been maintained and updated through the years in a manner consistent with a modern hospital facility. If the condition of the property differs from that, the value is subject to change.

Hypothetical Conditions: There are no hypothetical conditions utilized in this report.

This report may not be distributed to or relied upon by any other persons or entities without the written permission of Stout Risius Ross, LLC. This FMV opinion supersedes all prior correspondence, whether verbal or written, that may have been provided by Stout with respect to the Agreements for the specific agreement term implied or identified herein.

Thank you for calling on us to render these services and please call with any questions.

Respectfully submitted,

STOUT RISIUS ROSS, LLC



Brian A. Casey
Vice President
Cert Gen RZ3079
561-270-0348 Office Direct
bcasey@stout.com
Expiration Date: 11-30-2026

JNMC Hospice Floor

160 NW 170th Street, 2nd Floor

North Miami Beach, Florida 33169

Fair Market Rental Report As Of: January 15, 2026

Issued: January 28, 2026

PRIVILEGED AND CONFIDENTIAL



For more information, please contact the following member of the engagement team:

Brian A. Casey
Vice President
561-270-0348
bcasey@stout.com



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Providing financial, IT, and tax due diligence, fairness and solvency opinions, interim management, and integration and separation support.

Disputes, Claims, & Investigations

Providing expert testimony and consulting, as well as insurance claim, investigations, and compliance services for financial-related matters.

January 28, 2026

Mr. Raul Ordonez III
 VP & Chief Compliance Officer
Jackson Health System
 1500 NW North River Drive River Landing 10th Floor
 Miami, Florida 33125

RE: Fair Market Value – Rental Rate Opinion of 160 NW 170th Street, 2nd Floor, North Miami Beach, Florida
Stout Risius Ross, LLC Project # 1283987

Dear Mr. Ordonez III:

The following table illustrates the applicable rental rates and FMV terms for hospice space located at 160 NW 170th Street, 2nd Floor, North Miami Beach, Florida, as of January 16, 2026, which is the effective date of this analysis. The property consists of a 5,050 square foot space within a 332,000 square foot, seven-story, on-campus hospital building which was originally constructed in 1969 and renovated through the years. This study is a review of local market conditions. A physical inspection of the property was not performed as agreed to by the client. However, the client did provide us with several interior and exterior photos for review purposes, which we found to be adequate to prepare a credible valuation.

This report was prepared for Jackson Health System, which is the client. The client agrees that there are no other intended users. The intended use of this report is to aid the client in lease pricing that is compliant with the Stark Law and Anti-Kickback Statute. All other uses and users are unintended.

The following table illustrates the Fair Market Value ranges for the subject property's hospice space.

| Conclusion of Rates for Subject Property | |
|-------------------------------------------------|-----------------------------|
| Building Name | JNMC Hospice Floor |
| Address | 160 NW 170th Street |
| Suite | 2nd Floor |
| City | North Miami Beach |
| State | Florida |
| Description | Hospital |
| Rentable SF - Building | 322,000 |
| Rentable SF - Subject | 5,070 |
| Year Built | 1969 |
| Last Year Renovated | Renovated through the years |
| Construction Type | Concrete and steel |
| Stories | 7 |
| On/Off Campus | On-Campus |
| Term | 10 to 20 Years |
| Triple Net Lease Per SF Low * | \$35.00 |
| Triple Net Lease Per SF High* | \$39.00 |
| Operating Expenses Per SF** | \$12.00 |
| Gross Lease Per SF Low | \$47.00 |
| Gross Lease Per SF High | \$51.00 |
| Annual Increase | 1.0% to 3.0% |
| Rent Abatement | 0 to 3 months |
| T.I. Allowance - New | \$0.00 to \$30.00/PSF |
| T.I. Allowance - Renewal | \$0.00 to \$15.00/PSF |

*The rates shown are on a per rentable square foot basis

**Operating expenses are estimated and impact gross rent calculations. They include RE taxes, insurance, repairs and maintenance/landscaping, management, utilities and janitorial.

Scope of Work

The scope of work associated with completion of this assignment includes the following:

- Contacting the client to obtain physical data on the property valued in this appraisal.
- The subject property was not inspected for this assignment. Square footages and subject property pictures were provided by the client.
- Analysis of location, demographics, and market conditions.
- Investigation of market data available from public records and commercial sources of data. Search parameters for comparable market data began in the subject's immediate neighborhood and were expanded geographically until sufficient data was found to be able to provide a supportable opinion of fair market rent. The comparable data used in this appraisal was either verified with a person or persons directly involved in the transaction or with public records.
- Analysis of the market data found and our opinion of fair market rent, as defined in this report, of the subject space as of the indicated valuation date using the appropriate valuation approaches. In this case, a comparable rent analysis was used to provide an opinion of fair market rent for the subject space.
- Preparation of this restricted appraisal report. This format limits the reliance of this report to the client for the stated purpose only. This report cannot be understood properly without additional reference to the information in the appraisal workfile. We caution against the use of this appraisal for other than its intended purpose or without knowledge of the extent of the appraisal.

Property History

Title to the subject space is currently vested in the name Miami Dade County Public Health Trust. To the best of our knowledge, there have not been any transfers of the properties over the past three years. Also, to the best of our knowledge, the property is not being marketed for sale and there are no outstanding offers to purchase the property.

Analysis

The table on page 7 illustrates several lease comparables for the subject property. Note that as we were not able to locate similar acuity local comparables, we have combined national comparables more similar in use and acuity to the subject property and have also included some lower acuity local comparables to better reflect the unique nature of the local market. Following the summary of comparables is an adjustment grid detailing our adjustments for differences in market conditions (time), location, space size, age/condition, and utility (acuity). We have concluded to a range within the adjusted range.

The term "fair market value" has generally been defined as the price, expressed in terms of cash equivalents, at which property would change hands between a hypothetical willing and able buyer and a hypothetical willing and able seller, acting at arm's length in an open and unrestricted market, when neither is under compulsion to buy or sell and when both have reasonable knowledge of the relevant facts.

For purposes of this valuation, this general definition must be limited to comport with current healthcare regulations, which may significantly modify its applicability. Therefore, as used herein, the term "fair market value" is defined as the value in an arm's-length transaction of rental property for general commercial purposes (not taking into account its intended use), without adjustment to reflect the additional value the prospective lessee or lessor would attribute to the proximity or convenience to the lessor where the lessor is a potential source of patient referrals to the lessee, and consistent with the general market value of the subject transaction. In the context of the Agreement for rental of office space, "general market value" means the price that rental property would bring at the time the parties enter into the rental arrangement as the result of bona fide bargaining between a well-informed lessor and lessee that are not otherwise in a position to generate business for each other. See, e.g., 42 CFR §411.351 (as set forth by the

Centers for Medicare and Medicaid Services (CMS) with respect to physicians' referrals to health care entities with which they have financial relationships).

Extraordinary Assumptions: A current inspection of the property was not conducted as agreed to with the client, the client has provided current photos of the subject. Based on the photos and indications from the client, we have assumed the subject property is in average condition and has been maintained and updated through the years in a manner consistent with a modern hospital facility. If the condition of the property differs from that, the value is subject to change.

Hypothetical Conditions: There are no hypothetical conditions utilized in this report.

This report may not be distributed to or relied upon by any other persons or entities without the written permission of Stout Risius Ross, LLC. This FMV opinion supersedes all prior correspondence, whether verbal or written, that may have been provided by Stout with respect to the Agreements for the specific agreement term implied or identified herein.

Thank you for calling on us to render these services and please call with any questions.

Respectfully submitted,

STOUT RISIUS ROSS, LLC



Brian A. Casey
Vice President
Cert Gen RZ3079
561-270-0348 Office Direct
bcasey@stout.com
Expiration Date: 11-30-2026