

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

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**AMENDED AND RESTATED LEASE AGREEMENT**

*by and between*

HERNANDO COUNTY, FLORIDA,  
a political subdivision of the State of Florida (“County”)

and

TAMPA GENERAL HOSPITAL HERNANDO, LLC,  
a Florida limited liability company

DATED: As of \_\_\_\_\_

**AMENDED AND RESTATED LEASE AGREEMENT**

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**AMENDED AND RESTATED LEASE AGREEMENT**

**THIS AMENDED AND RESTATED LEASE AGREEMENT** (this “Lease”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2023 (the “Commencement Date”), by and between **HERNANDO COUNTY, FLORIDA**, a political subdivision of the State of Florida (“Lessor”), acting through its Board of County Commissioners, and **TAMPA GENERAL HOSPITAL HERNANDO, LLC**, a Florida limited liability company (“Lessee”).

**RECITALS**

**WHEREAS**, Lessor and HERNANDO HMA, LLC, a Florida limited liability company (the “Existing Lessee”), formerly known as HERNANDO HMA, Inc., a Florida corporation (converted to a limited liability company in 2008), entered into that certain Lease Agreement dated as of June 1, 1998 (the “Original Lease”), as amended by that certain First Amendment to Lease Agreement dated as of December 2, 2005, as amended by that certain Second Amendment to Lease Agreement dated as of February 3, 2006, as amended by that certain Second Amendment to Lease Agreement dated as of September 13, 2011, as amended by that certain Third Amendment to Lease Agreement dated September 24, 2013, as amended by that certain Fourth Amendment to Lease Agreement dated as of October 14, 2014, and as further amended by that certain Fifth Amendment to Lease Agreement dated March 12, 2018 (collectively, the “Existing Lease”);

**WHEREAS**, with the approval of Lessor, the Existing Lessee has agreed to assign to Lessee all of the Existing Lessee’s rights under the Existing Lease;

**WHEREAS**, Lessor and Lessee desire to amend and restate in its entirety the Existing Lease under the terms and conditions in this Lease; and

**WHEREAS**, pursuant to the provisions of Florida Statutes, Section 155.40, Lessor has the authority to enter into this Lease.

**AGREEMENTS**

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements hereinafter contained, Lessor and Lessee hereby agree as follows:

**ARTICLE I**

**RECITALS, DEFINITIONS AND DEMISE**

**SECTION 1.1    RECITALS**

The recitals stated above are true and correct and are incorporated into this Lease by this reference.

**SECTION 1.2    DEFINITIONS**

The following terms, when used in this Lease, shall have the following meaning:

A.     “Affiliate” means an entity, which, directly or indirectly, controls, is controlled by, or is under common control with, the referenced party.

B.     “Code” means the Internal Revenue Code of 1986, as amended.

C.     “Commencement Date” shall be as defined in the opening paragraph of this Lease.

D.     “Environmental Condition” means any noncompliance on or about the Leased Premises with any Environmental Law caused by Lessee’s Operations on the Leased Premises.

E.     “Environmental Law” means any and all federal, state, local and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the environment or to the Handling (as hereinafter defined), emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances, materials or wastes, including without limitation petroleum products, into the environment including, without limitation, ambient air, surface water, ground water, or land.

F. "Environmental Notice" means any written notice or report of any of the following:

(1) Any suit, proceeding, investigation, order, consent order, injunction, writ, award, or action related to or affecting the Handling of any Waste (as hereinafter defined) on or about the Leased Premises relating to Lessee's Operations (as hereinafter defined) on the Leased Premises;

(2) Any Spill or Environmental Condition on or about the Leased Premises relating to Lessee's Operations on the Leased Premises;

(3) Any dispute relating to the Handling of any Waste, Spill or Environmental Condition on or about the Leased Premises relating to Lessee's Operations on the Leased Premises;

(4) Any claims by or against any insurer related to or arising out of any Waste, Spill or Environmental Condition on or about the Leased Premises relating to Lessee's Operations on the Leased Premises;

(5) Any recommendations or requirements of any governmental or regulatory authority, or insurer relating to any Handling of Waste, Spill, or Environmental Condition on or about the Leased Premises, relating to Lessee's Operations on the Leased Premises;

(6) Any legal requirement or deficiency related to the Handling of Waste, Spill or Environmental Condition on or about the Leased Premises relating to Lessee's Operations on the Leased Premises; or

(7) Any notice given to a tenant, concessionaire, manager, or other party or entity occupying or using the Leased Premises, or any part thereof which has engaged in or engages in the Handling of any Waste on or about the Leased Premises during the period of Lessee's Operations.

G. "Excluded Assets" means collectively:



(1) Cash, cash deposits and escrows, and all other cash equivalent items of Lessee, including all investments of Lessee;

(2) Lessee's corporate and fiscal records and other records pertaining to the operation of the Hospital Facilities by Lessee which Lessee is required by law to retain in its possession to the extent that such records are not necessary for the operation of the Hospital Facilities by Lessor; and

(3) All refunds and reimbursements for periods within the Lease Term, even if payable after the expiration of the Lease Term, available from insurers, third party payors, Medicaid and Medicare under applicable rules and regulations and other comparable programs;

(4) All accounts receivable that exist and are available to the Lessee for periods on or prior to the expiration or termination of the Lease; and

(5) All notes payable held by Lessee as of the date of the expiration or termination of the Lease, including notes signed by physicians.

H. "Existing Guarantor" means Health Management Associates, Inc. a Delaware corporation.

I. "Existing Lease Term" means the term of this Lease that commenced on June 1, 1998, and expires on June 1, 2044.

J. "Governing Board" means the local governing board of the Hospital Facilities, as set forth in Section 4.1 B. of this Lease.

K. "Guarantor" means Florida Health Sciences Center, Inc., a Florida not-for-profit corporation.

L. "Handling" means the use, treatment, storage, manufacture, processing, distribution, transport, placement, handling, discharge, generation, production, or disposal.

M. "Hospital Facilities" means (i) each of the Hospitals and any new hospital developed on the Leased Premises by Lessee that replaces either Hospital, (ii) medical offices and administrative facilities appurtenant to the Hospitals, (iii) all ancillary facilities pertaining to the operation of each of the Hospitals, and (iv) all fixtures in the Hospitals and the ancillary, office and administrative facilities, all of which are located on the Leased Premises, whether now existing or whether installed, constructed or placed on the Leased Premises after the date of this Lease, less any portions thereof and interests therein released in writing by Lessor and Lessee from this Lease or taken by the exercise of the power of eminent domain.

N. "Hospitals" means Tampa General Hospital Hernando (Brooksville campus) and Tampa General Hospital Hernando (Spring Hill campus).

O. "Indemnified Parties" means Lessor and Lessor's successor and assigns, including all employees, commissioners, and administrators of the Lessor.

P. "Indemnity" means the indemnity provisions contained in this Lease in favor of Lessor. Wherever this Lease requires Lessee to indemnify Lessor, such indemnity shall extend to all claims arising in connection with the indemnified matter and shall expressly include all of Lessor's reasonable attorneys' fees and costs and consultants' fees. Upon written request of Lessor, Lessee shall defend and hold Lessor harmless and shall undertake the defense of Lessor, at Lessee's sole expense, in connection with any indemnity set forth in this Lease. Lessee shall have the right to settle and/or compromise any claim that is the subject of Lessee's Indemnity obligations provided for in this Lease. In no event shall Lessor be required or obligated to advance any attorneys' fees and costs or consultant's fees as a condition to enforcement of any indemnity of Lessee under this Lease. In the event Lessee fails or refuses to undertake the defense of Lessor at Lessee's expense or fails to pay, when incurred, the reasonable attorneys' fees and costs and

reasonable consultants' fees of Lessor after receiving such request, or if Lessee fails to diligently and continuously conduct such defense after receiving such request as determined by Lessor in its sole discretion, then if Lessor so elects, Lessor may undertake such defense without reducing Lessee's obligation to protect, indemnify and hold harmless Lessor as provided in this Lease, and Lessee shall pay the costs incurred by Lessor in undertaking its own defense, including but not limited to, reasonable attorneys' fees and costs and reasonable consultants' fees. All such fees and costs incurred by Lessor shall constitute a portion of the indemnification duties set forth in this Lease. It is the intent of the parties that Lessee shall pay, address, and satisfy in full all such fees and costs incurred by Lessor from the date of the assertion of any claim through the appellate process at no expense to Lessor.

Q. "Initial Lease Term" shall be as defined in Section 3.1 of this Lease.

R. "Judicial Determination" means the final decision of a court of competent jurisdiction subsequent to expiration of all appeals and/or appeal periods and the posting of a supersedeas bond, if required, in the appeal process.

S. "Lease" shall be as defined in the opening paragraph of this Lease.

T. "Lease Term" shall be as defined in Section 3.1 of this Lease.

U. "Leased Premises" means:

(1) The real property and facilities pertaining to each of the Hospitals, together with a perpetual, non-exclusive easement for pedestrian and vehicular travel for ingress and egress, on, over and upon all travelways, driveways, and walkways now or hereafter located on the real property, all as specifically described in Composite Exhibit "A" attached hereto and incorporated herein, including all buildings, improvements, additions, appurtenances and hereditaments thereto, all of which are used as or constitute a part of the Hospital Facilities.

(2) A total of two hundred forty-four (244) licensed hospital beds comprised of one hundred twenty (120) beds at Tampa General Hospital Hernando (Brooksville campus) and one hundred twenty-four (124) beds at Tampa General Hospital Hernando (Spring Hill campus) and any expansion or additions thereto together with all improvements, fixtures, and appurtenances; and

(3) All other assets which make up and comprise the Hospital Facilities, including medical offices and administrative facilities appurtenant to Tampa General Hospital Hernando (Brooksville campus) and Tampa General Hospital Hernando (Spring Hill campus) and all fixtures and appurtenances thereto whether now existing or whether installed, constructed or placed on the Leased Premises after the date of this Lease, less any parts thereof and interests therein released in writing from this Lease by Lessor and Lessee or taken by the exercise of the power of eminent domain.

V. "Lessee" shall be as defined in the opening paragraph of this Lease.

W. "Lessor" shall be as defined in the opening paragraph of this Lease.

X. "Operations" means Lessee's or any other party's use or occupancy of the Leased Premises from the date Lessee first enters the Leased Premises through the expiration or termination of this Lease (or the date Lessee vacates the Leased Premises, whichever is later).

Y. "Parking Facility" means a certain parcel of land located in Hernando County, Florida which is described on Exhibit "B" attached hereto and incorporated herein by reference.

Z. "Permitted Encumbrances" means those certain title exceptions set forth in Schedule B, Section II, subsections 6 through 29 of the Title Commitment, except those certain exceptions referenced as "intentionally deleted" on the Title Commitment, and matters shown on the Survey.

AA. “Renewal Lease Term” shall be as defined in Section 3.1 of this Lease.

BB. “Rental Payment” means all payments due from Lessee to Lessor or otherwise required to be paid by Lessee pursuant to the terms of this Lease.

CC. “Spill” means any major spill, contamination, discharge, leakage, release or escape of any Waste in or affecting the Leased Premises as a result of Lessee’s Operations, whether sudden or gradual, accidental, or anticipated, or of any other nature or manner that has previously occurred as a result of Lessee’s Operations, or which may occur as a result of Lessee’s Operations.

DD. “Survey” means the following ALTA/NSPS land title surveys of the Leased Premises prepared by Bock & Clark Corporation, an NV5 Company: Network Project No. 202302440-009, dated August 3, 2023, last revision dated October 16, 2023; and Network Project No. 202302440-0010, dated August 17, 2023, last revision dated August 18, 2023, certified in accordance with generally accepted professional standards, and describing the boundaries, improvements, setbacks and all matters of record set forth in the Title Commitment.

EE. “Tampa General Hospital Hernando” means the two hospitals to be known as Tampa General Hospital Hernando located on the lands described in Composite Exhibit “A” attached hereto and incorporated herein, together with all improvements, additions and fixtures installed, constructed or placed thereon, and all appurtenances and hereditaments pertaining thereto, whether now existing or whether installed, placed or constructed thereon after the date of this Lease, less any parts thereof which may be taken by exercise of the power of eminent domain.

FF. “Taxes” means all real estate and personal property taxes, including general and special assessments, and all other charges, taxes and assessments, ordinary and extraordinary, foreseen and unforeseen, which are levied, imposed or assessed upon or against this Lease, against the leasehold estate, against the Leased Premises and against all leasehold improvements and all

fixtures that may be constructed or installed on the Leased Premises, as well as all sales, use, excise, and all other taxes of any nature whatsoever now or hereafter imposed by any lawful authority on all Rental and/or payments due or required under this Lease. The term "Taxes" shall also include all fees for licenses and permits, and all fees, charges, taxes, and assessments, now or hereafter imposed, foreseen and unforeseen, that may be due, levied or assessed against Lessee or any business conducted on or affiliated with the Leased Premises during the Lease Term.

GG. "Title Commitment" means the Leasehold Title Insurance Commitment No. NCS-1L3TFL02-ORL, bearing an effective date of June 27, 2023 at 7:30 AM, issued by First American Title Company, that will insure as of the commencement of the Lease that the Lessor and Lessee, as their respective interests may appear, have good and marketable title to the Leased Premises, and that the Leased Premises are free and clear of all liens, encumbrances, charges, assessments, taxes, easements, restrictions and stipulations except for items shown on Schedule B - Section 1 of the Title Commitment that will be removed or satisfied at or before Closing and the Permitted Encumbrances.

### SECTION 1.3 DEMISE OF THE LEASED PREMISES

For and in consideration of the Lessee's timely payment of the Rental Payment and the Lessee's timely performance of the other covenants and agreements of Lessee required under this Lease, Lessor does hereby demise and lease to Lessee, and Lessee does hereby lease, take, and hire from Lessor, the Leased Premises, together with the easements granted herein, and all appurtenances and hereditaments relating thereto.

### SECTION 1.4 GRANT OF EASEMENT

Lessor hereby declares, establishes, grants, and conveys to Lessee, and its successors and assigns in interest, for its benefit and the use and that of its subtenants, space tenants, licensees,

employees and invitees a perpetual non-exclusive access easement for the purpose of (i) pedestrian and vehicular travel for ingress and egress on, over and upon all travelways, driveways, and walkways now or hereafter located on the Leased Premises, and any and all streets adjacent to the Leased Premises, to and from the Parking Facility, and (ii) other purposes necessary and incidental to the foregoing, but for no other purposes whatsoever. The easement shall be perpetual and non-exclusive in nature, and the easement area shall be maintained in good order and repair by Lessee, at no cost to Lessor, during the Lease Term. The easement granted herein shall run with the land and shall be binding and inure to the benefit of Lessor and Lessee and their respective successors, assigns, and shall be specifically included in the Memorandum of Lease.

## **ARTICLE II**

### **REPRESENTATIONS**

#### **SECTION 2.1 REPRESENTATIONS OF LESSOR**

Lessor makes the following representations to Lessee:

A. Lessor is a political subdivision of the State of Florida, duly created and existing pursuant to the laws and Constitution of the State of Florida, and has the power to enter into this Lease.

B. Lessor is duly authorized to execute and deliver this Lease and contemporaneous with the signing of this Lease, shall deliver to Lessee a copy of any documents required by the Lessor to effect the lease of the Leased Premises as provided herein.

C. This Lease is the legally binding obligation of Lessor and is enforceable against Lessor in accordance with its terms, except as enforceability against Lessor may be affected by its bankruptcy, insolvency, other laws governing creditors' rights generally, and equitable principles.

D. The leasing of the Leased Premises to Lessee will enable Lessee to provide needed hospital and health care facilities in Hernando County and will promote the health and welfare of the people of Hernando County.

E. Lessor has good title to the Leased Premises and shall deliver to Lessee such affidavits and certificates as may be reasonably necessary to delete the standard exceptions to the title insurance policy to be issued pursuant to the Title Commitment and shall deliver such instruments to Lessee as are required to be delivered by the Lessor as set forth in Schedule B, Section 1, of the Title Commitment.

F. Lessor acknowledges that the Leased Premises are in compliance with and in concurrence with all applicable land use and zoning regulations of Hernando County, Florida, that pertain to those portions of the Leased Premises located in the unincorporated areas of Hernando County, Florida, and represents as to those portions of the Leased Premises that are located within any municipality within Hernando County, Florida, that the Lessor is not aware of nor has Lessor received any written notice of noncompliance of the Leased Premises with respect to any zoning code of the applicable municipality.

G. Lessor, without independent investigation, is not aware of any pending or threatened litigation or claims made against the Leased Premises.

## SECTION 2.2 REPRESENTATIONS OF LESSEE AND/OR GUARANTOR

Lessee makes the following representations to Lessor:

A. Lessee is a limited liability company, duly formed and having active status under the laws of the State of Florida and is empowered to operate the Leased Premises under the laws of the State of Florida.



B. Lessee is duly authorized to enter into this Lease and to perform its obligations under this Lease.

C. This Lease is the legally binding obligation of Lessee and is enforceable against Lessee in accordance with its terms, except as enforceability against Lessee may be affected by its bankruptcy, insolvency, other laws governing creditors' rights generally, and equitable principles.

D. Lessee is in compliance in all material respects with all applicable statutes, rules, regulations, and requirements of all applicable governmental entities having jurisdiction over Lessee and its operations, including, without limitation, the Florida Agency for Health Care Administration, and Lessee has timely filed all reports, data and other information required to be filed by it with such governmental entities.

E. Lessee and Guarantor expressly represent that they have the requisite skills, financial ability, and management expertise to operate the Hospital Facilities.

F. Guarantor is the sole member of Lessee.

G. Lessee is a disregarded entity for federal income tax purposes organized and operated for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

H. Guarantor is a charitable and educational organization pursuant to Section 501(c)(3) of the Code, is not a private foundation pursuant to Section 509 of the Code and is exempt from federal income taxes pursuant to Section 501(a) of the Code.

### **ARTICLE III**

#### **LEASE TERM AND RENTAL PROVISIONS**

### SECTION 3.1 LEASE TERM

The Existing Lease Term that commenced on June 1, 1998, and was scheduled to expire on June 1, 2044, is hereby extended as follows. The term of this Lease shall be the period that Lessee has the right to possession under this Lease which shall begin on the Commencement Date and shall expire at midnight on the fiftieth (50<sup>th</sup>) anniversary of the Commencement Date (“Initial Lease Term”), unless sooner terminated pursuant to the provisions of this Lease. Lessee shall have the option to renew this Lease, provided this Lease has not been terminated and Lessee is then in material compliance with all of the terms and conditions of this Lease, at any time within the six (6) month period immediately preceding the expiration of the Initial Lease Term or expiration of the then current Renewal Lease Term, as defined below, by notifying Lessor of its intention to renew this Lease, upon the same terms and conditions as contained herein, for two (2) additional periods of twenty-five (25) years each (each a “Renewal Lease Term”). The Initial Lease Term and each Renewal Lease Term, if any, are referred to herein as the “Lease Term.”

### SECTION 3.2 EXPIRATION OR TERMINATION OF LEASE

A. Upon the expiration of the Lease Term or earlier termination, as applicable, Lessee shall for no consideration relinquish and surrender to Lessor possession of the Leased Premises and Lessee shall also convey to Lessor by (i) quit claim deed all of its interest in the Leased Premises, including, without limitation, the Tampa General Hospital Hernando (Brooksville campus), the Tampa General Hospital Hernando (Spring Hill campus), and any additional structures developed by Lessee on the Leased Premises, and (ii) bill of sale without warranties of all assignable or transferable hospital licenses, assignable or transferable certificates and permits for the Hospital Facilities, including, but not limited to, the rights to the hospital beds so licensed, and all tangible and intangible personal property including furniture, fixtures, equipment,

inventories, and medical records necessary for the Operations that are located on the Leased Premises, other than tangible and intangible property described herein as Excluded Assets, free and clear of any Taxes (except as to ad valorem taxes, if any, for the balance of the year of closing hereunder), indebtedness, liens or encumbrances, but such conveyances and transfers shall be subject to (a) the Permitted Encumbrances, (b) all restrictions, covenants, reservations, and easements placed of record by Lessee that were approved and joined in by Lessor, (c) ad valorem taxes, if any, for the balance of the year of closing hereunder, and (d) all applicable zoning and land use restrictions. It is the intention of the parties to this Lease that in the event of the expiration of the Lease Term or earlier termination of this Lease by a Judicial Determination in the event of a default by Lessee under this Lease (other than the Excluded Assets), that the Leased Premises and all tangible and intangible property necessary for the immediate and continued operation of the Hospital Facilities by Lessor as acute care hospital facilities be conveyed, transferred or assigned, or to the extent not transferable or assignable made available to the Lessor including, but not limited to, all licenses and permits held by the Lessee for the operation of the Hospital Facilities.

B. [Intentionally Omitted]

C. [Intentionally Omitted]

D. [Intentionally Omitted]

E. Upon expiration of the Lease Term or early termination of this Lease, as applicable, Lessee hereby agrees that for a period of three (3) years following such termination of this Lease, that Lessee shall not operate any competing hospital facilities (other than New Improvements not purchased by Lessor or other healthcare previously consented to by Lessor) within Hernando County except with the express written consent of the Lessor.

F. Contemporaneous with the expiration of the Lease Term or early termination as described above, Lessee shall provide Lessor with evidence of tail insurance evidencing that Lessee has maintained professional negligence liability insurance with minimum limits of liability of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate, which insurance shall be provided to Lessor to protect Lessor from any claims or liabilities arising from Lessee's operation of the Hospital Facilities.

SECTION 3.3 RENT AND ADDITIONAL PAYMENT FOR COUNTY SERVICES

A. **Rental Payment.** The Rental Payment Lessee shall pay to Lessor the sum of Three Hundred Thousand Dollars (\$300,000) per annum during the Lease Term. The first Rental Payment shall be due and payable to Lessor by Lessee on the Commencement Date and the Rental Payment for all remaining 12-month periods during the Lease Term shall be due and payable to Lessor by Lessee on each annual anniversary date of the Commencement Date during the Lease Term. The Rental Payment shall be increased annually on the first day of each, annual anniversary of the Commencement Date by two percent (2%) of the Rental Payment payable for the immediately preceding 12-month period. The foregoing Rental Payment may be subject to Florida sales tax as provided for in Chapter 212, Florida Statutes. In the event that a Rental Payment is determined to be subject to Florida sales tax, Lessee agrees to pay the total amount of the tax. Lessor shall invoice Lessee for the total amount of any such sales tax in the normal course of Lessor's business.

B. **Additional Payment for County Services.** Lessee shall pay to Lessor on an annual basis, as an additional payment (the "Additional Payment") for services provided by Lessor in its role as a service provider and local taxing authority, and through any Municipal Service Benefit

Unit(s), Municipal Service Taxing Unit(s) or special taxing district(s) created by or under Hernando County equal to the sum of the following:

(1) An amount equal to that portion of the ad valorem taxes that would have been paid to Hernando County on the Leased Premises, if the Leased Premises were not owned by Hernando County but owned by a not-for-profit tax-exempt entity; and

(2) An amount equal to that portion of the ad valorem taxes that would have been paid to any other special taxing district that may be established pursuant to Law; and

(3) An amount equal to all special assessments levied by Hernando County through any Municipal Service Benefit Unit created by Hernando County pursuant to the provisions of Section 125.01, Florida Statutes; and

(4) An amount equal to all ad valorem tax levied by Hernando County through any Municipal Service Taxing Unit created by Hernando County pursuant to the provisions of Section 125.01, Florida Statutes.

The Additional Payment is not intended to constitute “rent” and is not intended to create an event subject to Florida sales tax - but rather is intended to constitute a separate payment for the provision of services, payable to the local taxing authority, as provided for in §212.031(1)(c), Florida Statutes (which allow parties by contractual arrangement to distinguish between payments which are intended to be taxable and payments which are intended to be nontaxable), as this section may be amended or renumbered from time to time. In no event shall the Additional Payment exceed an amount equal to a full ad valorem true assessment on the sites occupied by Tampa General Hospital Hernando (Brooksville campus) and Tampa General Hospital Hernando (Spring Hill campus) as determined annually by the Hernando County Property Appraiser. In the event the Lessee and/or Lessor is required by law to pay ad valorem taxes on the Leased Premises or any

portion thereof, the obligation to pay to Lessor the Additional Payment described in this Section 3.3 (B) shall immediately terminate (and/or be adjusted, whichever is applicable), and Lessee shall be responsible for payment of the appropriate ad valorem tax.

**ARTICLE IV**

**OPERATION OF HOSPITAL FACILITIES**

SECTION 4.1 OPERATION OF HOSPITAL FACILITIES

A. Lessee covenants and agrees that during the entire Lease Term, Lessee will continuously operate as going concerns the Hospitals as: (i) two general acute care hospitals with programs for the diagnosis, treatment, and care of sick and injured persons, without discrimination on account of race, creed, color, national origin, or sex, consistent with accepted principles of hospital financial management; (ii) ancillary services necessary and proper for the Hospitals, including, without limitation, radiology, pathology, laboratory, diagnostic imaging services, chemotherapy (which will be operated in at least one of the Hospitals), inhalation, pulmonary and physical therapy, and related health care services; (iii) administrative offices related thereto as may be customary and proper for a general acute care hospital; and (iv) for any and all activities related to the foregoing or necessary or convenient to the Hospital’s patients, visitors, and staff. Lessee further covenants and agrees that it will not deny emergency hospital care to any person based on ability to pay; provided, however, Lessee shall have the right to refuse to admit patients because of lack of facilities or appropriate personnel or to protect the welfare of patients already admitted and Lessee may adopt and amend from time to time appropriate rules respecting the admission of patients that are consistent with the terms of this Lease. Notwithstanding anything to the contrary contained in this Subsection, Lessee shall provide for the continued treatment of indigent patients pursuant to the Florida Health Care Responsibility Act and pursuant to Chapter 87-92, Laws of

Florida. Lessee's present Financial Assistance & Charity Care Policy will be provided to Lessor contemporaneously with the execution of this Lease.

B. Lessee shall establish and maintain, at all times during the Lease Term, a Governing Board for the Hospitals. The Governing Board shall consist of no fewer than nine members appointed by Guarantor. At all times during the term of this Lease, no fewer than two members of the Governing Board will be residents of Hernando County, Florida. The terms of each member of the Governing Board shall be staggered, with a maximum single term for any member of three (3) years. Each member of the Governing Board may serve up to three (3) successive three-year terms, and then is required to remain off the Governing Board for not less than one year after the completion of such successive terms before such individual may be considered for appointment again as a member of the Governing Board. A quorum of the Governing Board shall consist of a majority of its members. Members of the Governing Board may be present in person or by means of communications equipment by which all members of the Governing Board can hear each other simultaneously. Actions by the Governing Board shall be by a vote of a majority of a quorum. The Governing Board's powers and responsibilities shall include:

- (1) Adopting a hospital vision, mission and value statement, and any amendments thereto, assisting in developing policies and monitoring progress toward strategic goals;
- (2) Participating on an advisory basis in development of and reviewing all operating and capital budgets and facility plans;
- (3) Granting medical staff membership and clinical privileges and, when necessary, taking disciplinary action consistent with credentialing processes, medical staff by-laws and strategic plans;

(4) Monitoring medical staff and Hospital compliance with The Joint Commission, or any successor entity performing the same or similar accreditation function, conditions of participation in the Medicaid and Medicare;

(5) Fostering community relationships; and

(6) Review of operating information regarding performance of the Hospital Facilities for the period from the prior meeting to the then current meeting of the Governing Board. In addition to financial statements and operating statistics for the Hospitals for the aforesaid period, the Governing Board shall also be provided with the results of an annual financial audit of the Hospitals as certified by an independent public accounting firm. The Lessor shall also receive the results of the aforesaid financial audit, and copies of the annually released financial information of Guarantor, as provided in Section 15.17.

C. During the Lease Term, Lessee shall operate the Hospital Facilities as full-service hospitals substantially in the same manner as currently operated; provided, however that if Lessee reasonably determines that any material hospital services or facilities should be changed, reduced, liquidated, or eliminated, Lessee may change, reduce, liquidate, or eliminate such services or facilities upon the prior approval of the Governing Board and Guarantor.

D. Lessee acknowledges that any patient who presents to the emergency room of either Hospital who has a medical emergency or who, in the judgment of a staff physician, has an immediate emergency need will be treated in accordance with that Hospital's policies and applicable Law, without regard for ability to pay for such service.

E. As a condition of this Lease, each of the Hospitals will continue to provide medical services to patients covered by the Medicare and Medicaid programs.



F. In ensuring a modern full-service hospital, Lessee is committed to providing the equipment and capital improvements that are and will be needed by the Hospital Facilities to serve the medical needs of the community through state-of-the-art facilities, to the extent Hospital operations are sufficient to support such equipment purchases and capital improvements.

G. Lessee shall offer or cause to be offered employment to all active employees of the Existing Lessee at the Hospitals (including any employees of the Existing Lessee at the Hospitals who are on statutory family or medical leave, military leave, short-term disability, or other short-term leave of up to ninety (90) days) who are in good standing as of the Commencement Date in positions and at compensation levels generally consistent with those provided by the Existing Lessee to employees at the Hospitals as of the Commencement Date; provided, however, that Lessee shall not be required to offer employment to any Chief Executive Officer (or equivalent), Chief Medical Officer/Chief Nursing Officer (or equivalent), Chief Financial Officer (or equivalent) or similar "C-Suite" executive officer of the Hospitals unless Lessee decides, in its sole discretion, to do so. The salaries of the employees at the Commencement Date will provide the base for future merit increases. Lessee agrees that it will not institute a reduction in work force for a period of twelve (12) months after the Commencement Date, other than reductions through attrition, for cause terminations, flexible staffing for seasonal adjustments, or decreases in patient census. In the event of a reduction in work force following the first anniversary of the Commencement Date, depending on the position and Lessee's severance policies then in effect, Lessee agrees to base any severance amount taking into account both the position and length of service with Hospitals and Lessee. Notwithstanding the foregoing, eligible employees will also have normal and customary rights to health plan continuation coverage as mandated by Section 4980B of the Code or applicable state healthcare continuation coverage statutes.

H. Lessee covenants and agrees that during the entire Lease Term, the Hospital Facilities shall be operated as two full service hospitals providing all essential services necessary to maintain their hospital licenses issued by the Agency for Healthcare Administration, or its successor, and full accreditation by The Joint Commission and any comparable successor accreditation body, as general acute care hospitals, unless otherwise prescribed by applicable health planning regulations approved by Lessor.

I. Lessee shall comply with all laws, rules, regulations, and requirements of all federal, state, and local governments and agencies and departments thereof which are applicable to it in the State of Florida, including, but not limited to, Florida Statutes, Section 155.40 and shall at all times have in effect all licenses necessary for the operation of the Hospital Facilities as contemplated by this Lease; provided, however, that nothing herein shall preclude Lessee from challenging in good faith any of such laws, rules, regulations, or requirements.

## **ARTICLE V**

### **TAXES AND UTILITIES**

#### **SECTION 5.1 TAXES**

Lessor and Lessee acknowledge that under present law neither the income, profits (if any) and properties of Lessor nor of Lessee are subject to either Federal, State, or local taxation. However, if there shall occur any changes in the taxability of either party or all or any part of the Leased Premises, Lessee will pay, as the same respectively become due, all ad valorem taxation by the State or by any political subdivision thereof or special district therein and all other taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Leased Premises and or any personal property installed or

brought by Lessee on the Leased Premises, including, without limiting the generality of the foregoing, any taxes levied on or with respect to the income or profits of Lessee and any other taxes levied upon or with respect to the Leased Premises which, if not paid, will become a lien on the Leased Premises, including any ad valorem taxes assessed upon Lessee's interest in the Leased Premises; provided, that with respect to special assessments or other governmental charges that may be lawfully paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid with respect to the period of its occupancy of the Leased Premises. This Section 5.1 shall be subject to the terms contained in Section 3.3 (B).

Lessee may, at its own expense and in its own name and behalf or in the name and on behalf of Lessor, in good faith contest any such taxes, assessments and other charges and, in the event of such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless by such action the title of Lessor to any part of the Leased Premises shall be materially endangered or the Leased Premises or any part thereof shall become subject to loss or forfeiture, in which event such taxes, assessments or charges shall be paid on a timely basis by the Lessee pending the outcome of any action contesting taxes. Lessor will reasonably cooperate with Lessee in any such contest.

Any provision hereof to the contrary notwithstanding, throughout the Lease Term, Lessor will not take any action to assess, levy or collect any property taxes (real or personal), special assessments or other charges against Lessee, the Leased Premises or the operation, revenues or profits thereof, other than taxes and assessments of general applicability to business and properties in Hernando County, Florida which are owned and/or operated by any (i) not-for-profit corporations that are qualified as charitable organizations under Section 501(c)(3) of the Code or any successor or comparable Code section, or (ii) any limited liability companies that are organized

and operated for the purposes described in Section 501(c)(3) of the Code or any comparable Code section, and the sole member of which is a corporation described in clause (a) of this Section.

**SECTION 5.2 UTILITIES**

Lessee shall pay all charges for gas, electric power, water, sewer, and all other utilities and services necessary or desirable for the operation, maintenance, use, and upkeep of the Hospital Facilities and the Leased Premises. Lessor represents that gas, electric power, water, and sewer, are available to the Hospital Facilities and the Leased Premises. Lessee will have the right to enter into reasonable and customary agreements with utility suppliers creating easements over the Leased Premises in favor of the suppliers, including, without limitation, gas, electricity, telephone, cable, water and sewer, as are required in order to service the Hospital Facilities and the Leased Premises, provided that the easements granted in such agreements (i) are limited to defined areas and are not “blanket” easements, and (ii) may be relocated by the grantor, at its expense. Lessor covenants and agrees to execute commercially reasonable easement agreements (provided the same are consistent with the requirements of the immediately preceding sentence and are otherwise reasonably acceptable to Lessor in form and substance) and to take all other actions reasonably required in order to effectuate the same, the reasonable costs and expenses of which will be Lessee’s responsibility.

**ARTICLE VI**

**INSURANCE**

**SECTION 6.1 INSURANCE**

Lessee covenants that it will obtain and maintain at all times during the Lease Term the insurance for the Hospital Facilities and all tangible personal property used in connection therewith as described in this Article and all other insurance for the Hospital Facilities that Lessee and Lessor

reasonably deem necessary or appropriate. Lessee will cause the Hospital Facilities and all tangible personal property used in connection therewith at all times to be reasonably insured against all such risks as are customarily insured against in connection with the operation of hospital facilities of type and size comparable to the Hospital Facilities within the State of Florida in areas comparable to Hernando County. In connection therewith, Lessee will carry and maintain, or cause to be carried and maintained, as minimum requirements, and pay, or cause to be paid, timely the premiums for at least the following insurance provided such insurance is commercially available:

A. With respect to the Leased Premises including the Hospital Facilities and all tangible personal property used in connection therewith, fire insurance, with uniform standard extended coverage endorsements, and vandalism and malicious mischief insurance with the broadest coverage approved for issuance in the State of Florida, including insurance against loss or damage from lightning, windstorm, hurricane, tornado, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in an amount equal to the replacement cost of the Hospital Facilities and all tangible personal property used in connection therewith, excluding land and foundations;

B. Commercial general liability, property damage and bodily injury insurance, insuring Lessor and Lessee against any liability whatsoever occasioned by any accident, injury or damage suffered or occurring on or about the Leased Premises or any appurtenance thereto. Lessee shall also procure and maintain during the Lease Term contractual liability insurance coverage for the performance of Lessee's indemnity obligations under this Lease. Each liability policy shall be for the minimum amount of \$1,000,000.00 combined single limit coverage per accident;

C. Worker's compensation insurance in the minimum amount required by the laws of the State of Florida;

D. Comprehensive automobile liability insurance with limits of not less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence for bodily injury and not less than \$1,000,000.00 per occurrence for property damage;

E. So long as the Medical Malpractice Liability Reform Act, Section 766.105 et seq., Florida Statutes, or any similar law or laws providing insurance to health care providers against liability for death, injury, loss or damage occurring in the examination, diagnosis, treatment, or care of any patient is in effect in the State of Florida (or in the United States if applicable within the State of Florida), a policy or policies of medical liability and malpractice insurance with limits not less than the basic coverage, if any, required under such law or laws, which policy or policies shall be in such form as may be required under such law or laws (provided that, in lieu of maintaining such policy or policies, the Lessee may comply with any self-insurance requirements respecting qualifications for such insurance if the laws of the State of Florida provide for such qualification by self-insuring in lieu of maintaining such policy or policies) and Lessee will take any and all other actions required for Lessee to qualify and to remain qualified for such insurance;

F. Directors and Officers liability insurance for the benefit of Lessee, Guarantor and the members of the Governing Board shall be obtained in accordance with policies, procedures and amounts generally applicable to other hospital facilities owned or operated by Guarantor.

## SECTION 6.2    BLANKET POLICIES

Any property insurance required to be carried under this Article may be included as part of any blanket or other policy or policies of insurance as long as the minimum coverage standards required by this Lease are met or exceeded for the Hospital Facilities independently of coverage for other properties or facilities covered by such policies.

### SECTION 6.3 INCREASE IN COVERAGE

The minimum limits and coverage for liability policies shall be increased from time to time, as reasonably determined by Lessee and Lessor, to assure full protection to Lessor against claims for injury (including death) and damage to property.

### SECTION 6.4 QUALIFIED INSURER AND STANDARD PROVISIONS

Lessee covenants that each insurance policy required by this Article: (i) shall be issued by such insurer or insurers as are financially responsible, are capable and qualified to write the respective insurance in the State of Florida and of recognized standing; and (ii) shall be in such form and with such provisions (including, without limitation, the loss payable clause, the waiver of subrogation or right of recovery claim clause, deductible clause and the designation of the named insured parties) as are generally considered standard provisions for the type of insurance involved and are reasonably acceptable to Lessor. Lessor agrees that in the event of destruction of all or any part of the Leased Premises, all insurance proceeds paid as a result of such casualty shall be made available to Lessee for payment for the repair, restoration, or replacement of the portion of the Leased Premises damaged or destroyed. All insurance required under this Lease shall be written with insurance companies authorized to do business in the state of Florida and reasonably acceptable to Lessor. The cost of all premiums on the policies shall be paid by Lessee. To the extent available on a commercially reasonable basis, the policies shall contain a clause that the insurer will not cancel or change the insurance coverage without first giving Lessor thirty (30) days' prior written notice. Declaration Pages or Certificates of Insurance for all insurance policies, including renewals, will be provided to Lessor within ten (10) days of the Commencement Date. Except as provided in Section 6.7 below, all policies (exclusive of worker's compensation and

professional liability insurance) required under this Section shall name Lessor as an additional named insured.

SECTION 6.5     LIABILITY PROTECTION

Lessee will provide for and obtain in the commercial general liability policies required above, not only its own liability in respect of the matters there mentioned, but also the interest of Lessor as an additional insured party. Lessee will not, without the prior written consent of Lessor, settle or consent to the settlement of any pending or threatened litigation or claims for which Lessee is obligated under the provisions of this Section to insure the interest of Lessor.

SECTION 6.6     INSURANCE PROCEEDS

All insurance proceeds paid as compensation for loss or damage to the Leased Premises as a result of any casualty shall be the property of Lessee to be used in accordance with Section 7.5 and, if not used by Lessee as provided in Section 7.5, shall be provided to Lessor.

SECTION 6.7     PROGRAM OF SELF-INSURANCE

Notwithstanding anything to the contrary contained herein, Lessor agrees and acknowledges that Lessee is permitted to provide the Lessee's required insurance coverage through a program of self-insurance and Lessee shall provide Lessor with current certificates of insurance evidencing Lessee's compliance with Lessee's required insurance coverage. Lessee shall not be required to name Lessor as an additional insured in any certificate if the required coverage is maintained through a program of self-insurance. Lessee shall provide notice of any adverse material change in the required insurance within a reasonable timeframe.

**ARTICLE VII**

**MAINTENANCE AND REPAIR  
ALTERATIONS AND IMPROVEMENTS**



SECTION 7.1     CONDITION OF HOSPITAL FACILITIES

Lessee accepts the Hospital Facilities in the condition existing on the Commencement Date, “as is, where is, with all faults.” Lessee shall keep and maintain the Hospital Facilities and tangible personal property used therein in good repair and operating condition, reasonable wear, tear, and depreciation excepted, and subject to replacement in the normal course of business, at Lessee’s own expense during the Lease Term.

SECTION 7.2     REPAIRS

Lessee shall make all repairs (including replacements) to the Hospital Facilities, and tangible personal property used therein, foreseen and unforeseen, structural or otherwise, whether or not caused by Lessee’s act or omission, that may be necessary to keep and maintain the Hospital Facilities and tangible personal property used therein in good repair and operating condition and in compliance with all applicable rules, codes, laws, regulations, and ordinances of all governmental and quasi-governmental agencies or boards having jurisdiction over the Hospital Facilities during the Lease Term.

SECTION 7.3     ALTERATIONS AND IMPROVEMENTS

Lessee shall have the right, at its own expense, to make such additions, alterations, and improvements in or to the Hospital Facilities as it deems necessary or desirable, provided that neither the value of the Hospital Facilities nor their utility for the purposes described in Section 4.1 is thereby materially impaired, and provided, further, that all permanent or structural additions, alterations, improvements, or replacements shall be deemed a part of the Hospital Facilities and shall become the property of Lessor without further cost to Lessor. Lessor covenants to execute and/or join in, as applicable, all applications and other documentation, as reasonably required, and cooperate in good faith and in a timely manner with all reasonable requests of Lessee, provided

said cooperation shall be at materially no cost to Lessor, in connection with all applications, approvals, permitting, and other governmental or quasi-governmental requirements that may be required from time to time to authorize and complete the additions, alterations, and improvements as contemplated herein.

#### SECTION 7.4 REMOVAL OR DISPOSITION OF PROPERTY

If Lessee is not in default under this Lease, and provided such change is not governed by the approval requirements set forth in Section 4.1(C) hereof, Lessee shall have the right from time to time to remove any or all non-structural improvements, furniture, equipment, and fixtures in the Hospital Facilities, provided Lessee repairs any damage to the Hospital Facilities caused by such removal, and provided Lessee restores at the time of termination of this Lease as provided herein that portion of the Hospital Facilities affected by such removal to the condition existing prior to the such removal (and provides a substitution or replacement of any item so removed if such item constitutes a part of the Leased Premises necessary or desirable for continued use of the Hospital Facilities as full service general acute care hospitals).

If any property or structure, or any furnishings, machinery, equipment, or other improvement constituting a part of or used in the Leased Premises or the Operations shall become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary and if its demolition, disposal or removal will not impair the structural soundness, efficiency, or the economic value of the Leased Premises, Lessee may demolish, remove, or dispose of such property and may, to the extent permitted by law, sell, trade in, exchange, replace or otherwise dispose of same, in whole or in part, as long as the Leased Premises and the Operations remain functional and operational as contemplated in Section 4.1 hereof.

SECTION 7.5     DAMAGED OR DESTROYED PROPERTY

If any part of the Hospital Facilities shall be destroyed or damaged by fire or other casualty, Lessee shall promptly replace, repair, rebuild, and restore the property damaged or destroyed to substantially the same condition as existed prior to such damage or destruction, with such alterations and additions as will not impair the capacity or character of the applicable Hospital Facilities for the purposes stated in Section 4.1, applying so much as may be necessary of the net proceeds of insurance received by Lessee by virtue of any such damage or destruction. If such insurance proceeds are insufficient to pay for the complete replacement, repair, rebuild and/or restoration of the property damaged or destroyed, Lessee and Lessor shall work together on a plan to restore the Hospital Facilities to the greatest extent possible given the available funds and extend the Lease Term; provided, if the repair and restoration work is expected to be more than three hundred sixty-five (365) days after the date of the fire or other casualty, as reasonably determined by Lessee, Lessee may either (i) rebuild and repair the Hospital Facilities as provided herein or (ii) demolish and remove any remaining portion of the Hospital Facilities and do such other work as is necessary to render the Leased Premises in a safe, clean and paved and/or landscaped condition. If Lessee elects to demolish and remove the remaining portion of the Hospital Facilities and not rebuild as provided herein, then following the demolition and removal of the Hospital Facilities and the completion of such other work as necessary to render the Leased Premises in a safe, clean, and paved and/or landscaped condition, Lessor or Lessee may terminate this Lease by delivering written notice thereof to the other. Furthermore, upon any termination of this Lease pursuant to this Section, Lessee shall pay to Lessor the amount by which the insurance proceeds are insufficient to pay the cost of demolishing and removing the Hospital Facilities from the Leased Premises and doing such other work as necessary to render the Leased Premises in a safe, clean,

and paved and/or landscaped condition. Lessee's obligations and Lessor's rights under this Section shall survive the termination of this Lease pursuant to the termination rights described in this Section. Rent and all other charges under this Lease shall be prorated as of the date of any termination pursuant to this Section.

#### SECTION 7.6    CONSTRUCTION LIENS

Lessor's interest in the Leased Premises shall not be subject to liens for improvements made by Lessee and Lessee shall have no power or authority to create any lien or permit any lien to attach to Lessee's leasehold or to the estate, reversion or other estate of Lessor in the Leased Premises or any improvements of which the Leased Premises are a part. All contractors, artisans, mechanics and laborers and other persons supplying design services, materials or labor or contracting with Lessee with respect to the Leased Premises or any part thereof, or any party entitled to claim a construction lien under the laws of Florida (whether same shall proceed in law or in equity) are hereby charged with notice that they shall look solely to Lessee to secure payment of any amounts due for work done or material furnished to Lessee relating to the Leased Premises, or for any other purpose during the Lease Term.

Lessee covenants and agrees that Lessee shall indemnify the Indemnified Parties against all such claims and Lessee covenants and agrees to transfer any claimed or asserted lien to a bond or such other security as may be permitted by law within thirty (30) days of Lessor's request to do so. In the event Lessee fails to transfer such lien to bond or other security within such thirty (30) day period then, in addition to its other remedies specified in this Lease, Lessor shall have the right to discharge the lien or to transfer the lien claimed to bond or other security permitted by law and in any such event Lessee shall pay all costs so incurred by Lessor immediately upon demand therefor.

## ARTICLE VIII

### ASSIGNMENTS, SUBLEASES AND ENCUMBRANCES

#### SECTION 8.1 ASSIGNMENTS AND TRANSFERS, BUSINESS COMBINATIONS, AND RIGHT OF FIRST REFUSAL TO LESSOR

A. Assignment and Transfers. Lessee shall have the right to assign its interest in this Lease or to sublease all or any portion of the Leased Premises or its real estate interest in the Leased Premises. Lessee and/or Guarantor may only enter into any transaction changing the control of Lessee (whether in a single transaction or a series of transactions) with the prior written consent of Lessor.

B. Competing Properties Acquired by Business Combination. Any sale, purchase, merger, other reorganization, partnership, affiliation, or other transaction (in any case, a “Business Combination”) pursuant to which Guarantor (or any of its Affiliates) or any corporation or other entity surviving or resulting from such Business Combination (or any of its Affiliates) will own or operate or have any interest in the ownership or operation of any other hospital in Hernando County, Florida, and/or Bayonet Point Hospital, in Pasco County, Florida (the “Other Hospitals”), must be approved by the Lessor; provided, however, as to Bayonet Point Hospital, said approval shall not be unreasonably withheld; provided further, however, that Lessor shall be deemed to have consented to such Business Combination if Guarantor (and all of its Affiliates) and any other company surviving such Business Combination (and all of its Affiliates) have, within twelve (12) months after the date on which such Business Combination becomes effective, divested themselves of their entire right, title and interest in the Other Hospitals, whether held directly or indirectly, and any interest, whether direct or indirect, in the management or operation of the Other Hospitals.

C. Transfer of Control of Guarantor.

(1) In the event that, at any time during the Lease Term, Guarantor proposes (i) a transfer or sale (whether in a single transaction or series of transactions) of substantially all of the assets of Guarantor, to a third party which was not an Affiliate of Guarantor immediately prior to such transfer or sale, or (ii) the merger or consolidation of Guarantor with or into a third party which was not an Affiliate of Guarantor immediately prior to such merger or consolidation (other than a merger or consolidation in which Guarantor is the surviving entity thereof) (each a “Disposition”), then Lessor shall have the following options:

(a) Approve the Disposition and thereby consent to the transaction by and between the third party and Lessee; or

(b) Disapprove the Disposition to the third party.

(2) In the event the Lessor disapproves the Disposition as described in Section 8.1 (C)(1) (b), Lessor shall elect one of the following options: (i) Lessor may purchase the Leased Premises, New Improvements and all tangible and intangible personal property used therein, other than the Excluded Assets, of Lessee that would be transferred to Lessor at the time of termination of this Lease (the “Termination Assets”), within one hundred and eighty (180) days from the date the Lessor disapproves the Disposition, upon payment of the fair market value for the Termination Assets as hereinafter described (the “Lease Asset Value”) , or (ii) the Lessor will, within one hundred and eighty (180) days from the date the Lessor disapproves the Disposition, find a purchaser acceptable to Lessor that will purchase and close on the Termination Assets as provided for herein. If Lessor does not exercise its rights under Section 8.1 (C)(1) (a) or Section 8.1 (C)(1) (b) within the time frame set forth herein, Lessor shall be deemed to have consented to the Disposition and to the transaction by and between the Acquirers (as herein defined) and Guarantor.

(3) In the event a Disposition transaction as described in Section 8.1 (C)(1) is proposed, Guarantor shall give written notice to Lessor (“Disposition Notice”), containing the name, address, qualifications, financial information, and background of the third party with whom the Disposition is proposed (the “Acquirer”).

(4) The Disposition Notice shall also set forth the Lease Asset Value for the Termination Assets. Lessor shall, within ninety (90) days after receipt of the Disposition Notice, either accept or reject the Disposition. In addition, if Lessor disagrees with Guarantor’s determination of the Lease Asset Value, then Lessor and Guarantor shall each select an MAI commercial real estate appraiser, with at least 10 years’ experience in appraising hospital facilities, in the southeast region of the United States. Upon selection, Lessor’s and Guarantor’s appraisers will work together in good faith to agree upon the fair market value of the Termination Assets, taking into consideration the remaining term of this Lease, and the business operated therein. If after sixty (60) days of selection of the appraisers by Lessor and Guarantor a dispute continues, then in that event, both appraisers shall select a third appraiser meeting the criteria described above. Once the third appraiser has been selected, then, as soon thereafter as practicable but within thirty (30) days, the third appraiser shall make its determination as to which of the estimates received from the original appraisers most closely reflects the fair market value of the Termination Assets. The determination by the third appraiser shall be rendered in writing to both the Lessor and Guarantor and shall be final and binding upon them. The parties shall share equally in the cost of the third appraiser.

(5) If the final determination of the Lease Asset Value is acceptable to Lessor, then, within thirty (30) days following the final determination of the Lease Asset Value, Guarantor and Lessor will enter into an agreement setting forth the terms and conditions of the sale of the

Termination Assets for the Lease Asset Value. The parties' efforts in that regard will be pursued diligently and in good faith, and the agreement entered into by Lessor and Guarantor will contain only those terms and conditions that would be customary to consummate the transaction in accordance with the provisions hereof, including those with respect to any required governmental approvals, transfers of transferrable Licenses and Permits, material contracts, and other provisions necessary to ensure that Lessor receives in the Termination Assets those transferable assets required to operate the Hospital Facilities as acute care, in-patient hospital facilities.

(6) INTENTIONALLY DELETED.

(7) In the event that Lessor does not agree with the final determination of the Lease Asset Value or fails to close under the purchase agreement described above, then in that event Guarantor may complete the Disposition transaction with the Acquirer. In such event, the Acquirer shall take the Termination Assets subject to all terms set forth in this Lease.

(8) In the event of a proposed Change of Control transaction, Lessee and Guarantor will afford to Lessor and its counsel, accountants and other representatives, reasonable access to the books and records of Lessee and Guarantor relevant to the operation of the Hospital Facilities, and promptly will furnish Lessor with all information in its possession and control as Lessor may reasonably request in connection therewith.

SECTION 8.2 RESTRICTIONS ON MORTGAGE OR OTHER ENCUMBRANCES OF LEASED PREMISES BY LESSEE

Except as otherwise expressly provided in this Lease, Lessee shall have no power or authority to mortgage, pledge, sell, assign, transfer, convey, or make any other disposition or encumbrance of the Leased Premises or Lessee's leasehold interest in this Lease without the prior written consent of Lessor. It shall be an express condition of any such mortgage, sale, assignment, transfer, conveyance or other disposition or encumbrance, that it shall be subject to all of the terms



and conditions of this Lease, and that any transfer as a result of the exercise of any remedies in favor of a mortgagee or lien holder shall be subject to the provisions of Section 8.1, above, requiring Lessor's (additional) consent thereto.

## **ARTICLE IX**

### **ADDITIONAL COVENANTS OF LESSEE AND LESSOR**

#### **SECTION 9.1 PROTECTION OF THE LEASED PREMISES**

Lessee shall use reasonable care in performing its duties to protect the Leased Premises. Lessee covenants that it will not knowingly permit anything to be done on or about the Leased Premises that will adversely affect, impair, or contravene any policies of insurance that may be carried on the Leased Premises or any part thereof against loss or damage by fire, casualty, or otherwise.

#### **SECTION 9.2 NONCOMPETITION**

During the Lease Term, without the prior written consent of Lessee, Lessor shall not directly or indirectly own, manage, operate, control, participate in the management or control of, or maintain any interest whatsoever in any provider of healthcare facilities or services, excluding in-patient psychiatric care, within a 60-mile radius of the Hospital Facilities to the extent that such healthcare facilities or services are offered by Lessee or any business in which Lessee participates within said 60-mile radius, except primary and preventative healthcare services and clinics that Lessor may wish to offer the residents of Hernando County, Florida. To the extent lawful, Lessor will reasonably cooperate with and support Lessee's efforts to oppose construction of facilities in competition with the Hospital Facilities within a 60-mile radius thereof. Any provision hereof to the contrary notwithstanding, the foregoing provisions shall not be construed to prohibit or prevent Lessor from engaging in or funding indigent care, primary care clinics, and preventative health

services to residents of Hernando County, Florida, nor shall the foregoing provisions inhibit either the rights of Lessor to govern or the rights of the residents of Hernando County, Florida.

**ARTICLE X**

**EVENTS OF DEFAULT AND REMEDIES**

SECTION 10.1 EVENTS OF DEFAULT DEFINED

A. Upon the occurrence during the Lease Term of any of the following events (each, a “Major Event of Default”), Lessor may elect to terminate this Lease by delivering Lessee with written notice of termination as provided below prior to the effective date of the termination of the Lease Term:

(1) Upon thirty (30) days prior written notice if Lessee or its designee, successor, sublessee or permitted assign fails to operate the Hospitals, as described in this Lease, for any period of thirty (30) consecutive days or more, which failure to operate is not excused by another provision of this Lease, regardless of fault, or is not corrected within the notice period;

(2) Upon thirty (30) days prior written notice if Lessee or its designee, successor, sublessee or permitted assign fails to provide care to indigents, as described in this Lease, for any period of thirty (30) consecutive days or more, which failure to provide care is not excused by another provision of this Lease, regardless of fault, or is not corrected within the notice period; or

(3) Upon ninety (90) days prior written notice, the dissolution or liquidation of Lessee or the filing by Lessee of a voluntary petition in bankruptcy, or the filing of an involuntary petition in bankruptcy against Lessee (unless such petition is dismissed within one hundred twenty (120) days after it was filed); failure by Lessee promptly to lift any execution, garnishment, or attachment of such consequence as will impair its ability to carry on its operation of the Hospital

Facilities; Lessee's seeking of or consenting to or acquiescing in the appointment of a receiver of the Leased Premises; the commission by Lessee of an act of bankruptcy, or adjudication of Lessee as bankrupt; or any assignment by Lessee for the benefit of its creditors, or the entry by Lessee into an agreement of composition with its creditors, unless such action is corrected or removed within the notice period. The term "dissolution or liquidation of Lessee" as used in this subsection, shall not be construed to include (i) the cessation of the existence of Lessee resulting either from a merger or consolidation of Lessee into or with another entity, (ii) an administrative dissolution of Lessee by the Florida Department of State, because of the failure of Lessee to file its annual report with the Department of State provided that Lessee is reinstated as a limited liability company within ninety (90) days after such administrative dissolution, or (iii) a transfer of all or substantially all of Lessee's assets as permitted under this Lease.

B. Upon the occurrence during the Lease Term of any of the following events (the "Other Events of Default"), Lessor may elect one or more of the remedies as more particularly described in Section 10.2, below:

(1) Failure by Lessee to observe and perform any covenant, condition, or agreement on its part to be observed or performed which can be cured by the payment of money, for a period of thirty (30) days after written notice is given by Lessor to Lessee, specifying such failure; or

(2) Failure by Lessee to observe and perform any covenant, condition, or agreement on its part to be observed or performed, other than the payment of money, for a period of sixty (60) days after written notice is given by Lessor to Lessee, specifying such failure; provided, however, if the failure stated in the notice cannot be corrected within such sixty (60) day

period, Lessee shall not be deemed to be in default if corrective action is instituted by Lessee within such sixty (60) day period and is diligently pursued until the corrective action is completed.

#### SECTION 10.2 REMEDIES ON DEFAULT

A. If any Major Event of Default occurs, Lessor, without limiting its other remedies under the law or pursuant to the provisions of this Lease, may elect to terminate this Lease, and exclude Lessee from possession of the Leased Premises after giving Lessee written notice of its election to terminate this Lease and in any such event Lessee shall execute and deliver to Lessor, if necessary, all documents and items required pursuant to the provisions of Section 3.2. No termination shall be implied or effective unless Lessor elects in writing to terminate this Lease.

B. If any Other Event of Default occurs, then, without limiting its other remedies under the law or pursuant to the provisions of this Lease, Lessor shall have the right to seek payment of all amounts due hereunder to be paid by Lessee or advanced to Lessee by Lessor pursuant to Section 10.3 hereof (provided, however, that Lessor will under no circumstances have any right of termination unless a default constitutes a Major Event of Default).

#### SECTION 10.3 ADVANCES BY LESSOR

In addition to the foregoing remedy, if Lessee fails to pay the premiums on policies to provide the full insurance coverage required by this Lease, fails to pay any Taxes at or prior to the time they are required to be paid by Lessee, or fails to keep the Hospital Facilities in good order and repair, normal wear and tear excepted, or fails to perform any other covenants or agreements on Lessee's part to be performed hereunder, Lessor, after first giving Lessee reasonable prior notice of any such failure on its part, may (but shall not be obligated to) pay the premiums on such insurance, pay such taxes or other charges, or make such repairs, renewals, and replacements as may be necessary to maintain the Hospital Facilities properly and in good order and repair and in

a reasonably safe condition, or perform such acts which Lessee has failed to perform and all amounts advanced or paid therefor by Lessor shall become an additional obligation of Lessee to Lessor. Lessee hereby agrees to pay the same upon demand to Lessor together with interest thereon at the maximum rate then permitted to be charged by private parties in contracts governed by Florida law.

SECTION 10.4 AGREEMENT TO PAY ATTORNEYS' FEES AND EXPENSES

Each party hereto agrees to bear their own attorney fees and costs in the event of any dispute between the parties for the enforcement or interpretation of this Lease. Lessee may, at its own expense and in its own name and behalf or in the name and on behalf of Lessor, in good faith contest any challenge to the validity of this Lease. Lessor will reasonably cooperate with Lessee in any such contest. To the extent permitted by law, the respective parties in this instrument agree to and do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this Lease.

SECTION 10.5 WAIVER

Any of the terms or conditions of this Lease may be waived at any time and from time to time, in writing, by the party granting the waiver; provided, however, that except as otherwise specifically provided in this Lease, no failure or delay on the part of either party in exercising any of its respective rights hereunder upon any failure by the other party to perform or observe any condition, covenant or provision herein contained shall operate as a waiver thereof, nor shall any single or partial exercise of any of such rights preclude any other or further exercise thereof or the exercise of any other right hereunder. No waiver or release of any of the terms, conditions, or provisions of this Lease shall be valid or asserted or relied upon by either party hereto or offered

in any judicial proceeding or otherwise, unless the same is in writing, and duly executed by the party granting such waiver or release.

SECTION 10.6 CAUSES BEYOND A PARTY’S CONTROL

If either party is delayed or prevented from the performance of any act required by this Lease by a cause beyond a party’s reasonable control, including the acts and requirements of governmental entities, acts of God, acts of war or terrorism, civil insurrection, strikes, unavailability of raw materials or supplies, epidemics or pandemics, then performance of such act by such party will be excused for the period of the delay, and the period for the performance of any such act will be extended for a period equivalent to the period of such delay; provided, however, that nothing in this Section will excuse Lessee or Lessor from the prompt payment of any amount required to be paid by Lessee or Lessor except as may be expressly provided elsewhere in this Lease, and neither party’s performance may be excused on account of the reasons stated herein unless such party shall have promptly notified the other party in writing that it is requesting one or more of the obligations hereunder to be excused and then uses commercially reasonable efforts to diligently resolve the circumstances giving rise to the reason for excused performance.

**ARTICLE XI**

**ENVIRONMENTAL PROVISIONS**

SECTION 11.1 COMPLIANCE

Lessee covenants and warrants that Lessee’s Operations on the Leased Premises will at all times substantially comply with and conform to all Environmental Laws, including without limitation, those Environmental Laws, which relate to the Handling of any Waste on or about the Leased Premises. Upon receipt of any material Environmental Notice whatsoever, Lessee shall deliver to Lessor a true, correct, and complete copy of any written Environmental Notice. In the

event (i) of any Environmental Notice, or (ii) if Lessee has caused, suffered, or permitted, directly or indirectly, any Spill or Environmental Condition on or about the Leased Premises, or (iii) if any Spill or Environmental Condition has occurred on or about the Leased Premises or otherwise affecting the Leased Premises, then Lessee shall immediately take all of the following actions:

A. Notify Lessor;

B. Promptly commence and diligently pursue all steps necessary to clean up any such Spill and any contamination related to the Spill or to remediate or abate such Environmental Condition and Environmental Notice;

C. Promptly provide Lessor with copies of all reports, data, proposals, test results or analyses, assessment or remediation plans relating to such incidents;

D. Abate the Environmental Condition and the Environmental Notice and otherwise restore the Leased Premises or affected property to the condition required by all applicable laws and regulations; provided, however, if any laws or regulations hereafter enacted shall prescribe more stringent standards than those in effect at the time any remediation is effected, Lessee shall perform any work required to bring the Leased Premises into compliance with such stricter standards at Lessee's sole expense; and

E. Fully cooperate with Lessor with respect to any such incident, including permitting Lessor to monitor and inspect all activities; provided, however, Lessor shall not interfere with any remediation work that may be in progress.

#### SECTION 11.2 COMPLETION OF REMEDIAL WORK

In the event Lessee shall fail to commence the remedial work in timely fashion or fail to prosecute the remedial work to completion within a reasonable time after commencement of such work, Lessor may, but shall not be required to, cause the remedial work to be performed, subject

fully to the Environmental Indemnification provisions of this Lease, and Lessee shall pay for all such work as the costs are incurred.

SECTION 11.3 CLAIMS

Lessee shall immediately notify Lessor of any material claims for damages, penalties or otherwise against Lessor or Lessee described in this Article XI.

**ARTICLE XII  
CONDEMNATION**

SECTION 12.1 TAKING

If any competent authority, for any public or quasi-public purposes, takes or condemns, or if Lessor makes a conveyance in lieu of a taking or condemnation of, either (i) the whole of the Leased Premises, or (ii) such part of the Leased Premises as hereafter defined so as to prevent or substantially impair the use of the Leased Premises for the purposes stated in Section 4, then Lessee shall have the option to terminate this Lease upon the date possession of the Leased Premises is required by, or surrendered to, the condemning authority.

SECTION 12.2 LAST YEAR OF LEASE TERM

If any competent authority, for any public or quasi-public purpose, takes or condemns, or if Lessor makes a conveyance in lieu of a taking or condemnation of, any part of the Leased Premises in the last year of the Lease Term such that the use of the premises for the purposes stated in Section 4 is prohibited or substantially impaired, either party shall have the right to terminate this Lease by written notice to the other party tendered no later than thirty (30) days following the date possession is required by the condemning authority. If either party elects so to terminate, the Lease Term shall cease and terminate as of the date when possession of the area so taken is required by, or surrendered to, the condemning authority.



SECTION 12.3    COLLECTION OF AWARDS

In the event of a complete or partial taking of the Leased Premises, the parties agree that Lessor shall be entitled to collect the portion of the award paid by the condemning authority attributable to the land, permanent improvements and all estates or interests therein that is equal to the expired portion of the Lease Term expressed as a percentage and Lessee shall collect the balance of the award. Lessee, however, may also claim and retain business relocation damages described in Section 12.5 herein.

SECTION 12.4    NON-TERMINATION OF LEASE

In the event of a partial taking of the Leased Premises which does not result in termination of this Lease, then Lessee shall, at Lessee's expense, promptly repair, restore, and reconstruct the Leased Premises and Lessor shall make available to Lessee such portion of the condemnation awards as may be required to pay for such repairs and restoration. The restoration shall be made as nearly as possible, with the funds available from the condemnation, to the condition existing immediately prior to such taking of the Leased Premises and improvements thereon.

SECTION 12.5    BUSINESS LOCATION EXPENSES

Nothing in this Section shall be deemed to prohibit Lessee from claiming compensation from the condemning authority (but not from Lessor) for business relocation expenses in connection with such taking.

**ARTICLE XIII**  
**ASSUMPTION OF RISK**

SECTION 13.1    USE AND OCCUPATION

To the maximum extent permitted by law, Lessee agrees to use and occupy the Leased Premises at its own risk, and hereby (for itself and all persons claiming under, by or through Lessee) releases Lessor and its servants, contractors, and employees, from all claims and demands

of every kind resulting from any accident, damage, injury, or death occurring thereon, unless solely due to such party's gross negligence or willful misconduct. Lessee expressly covenants and agrees that Lessor shall not be liable to Lessee or Lessee's contractors, licensees, agents, guests, invitees, or employees for any injury, damage, or loss to its, his, her or their persons or property by any cause whatsoever, including, without limitation, construction defects, water, rain, sleet, fire, storms, negligence and accidents, breakage, stoppage, or leaks of gas, water, heating, sewer pipes, boilers, wiring or plumbing or any other defect in, on or about the Leased Premises.

#### SECTION 13.2    LIABILITY

Lessee expressly assumes all liability for or on account of all claims, suits, liability, and expense arising from claims for injury, loss, or damage, on or about or relating to the Leased Premises except those caused by the acts of Lessor or Lessor's agents, contractors, or representatives.

### **ARTICLE XIV**

#### **INDEMNITY**

#### SECTION 14.1    GENERAL INDEMNITY

Lessee agrees to indemnify Lessor and to defend and hold the Indemnified Parties harmless from and against all liability and damage caused by or growing out of any injury, death, loss or damage to persons or property upon the Leased Premises or arising from Lessee's Operations upon the Leased Premises during the Lease Term (except to the extent caused by Lessor's acts), including, without limitation, the obligation to pay all attorneys' fees and costs, and consultants' fees incurred by Lessor as a result thereof. Lessee and Lessor acknowledge that the Indemnity obligation of Lessee as to notice, settlement and attorneys' fees are as set forth in Section 1.2(P) herein. Lessee shall also indemnify, defend and hold the Indemnified Parties harmless from and

against any losses, liabilities, damages, interests, fines, penalties, expenses, and attorneys' fees and costs based upon, arising out of or otherwise in respect to, noncompliance with any governmental law, statute, regulation, ordinance, or administrative or judicial judgment or order relating to Lessee's Operations on the Leased Premises except as to those matters of non-compliance that existed as of the Commencement Date for the Hospital Facilities and the operation thereof.

#### SECTION 14.2 CONTAMINATION INDEMNITY

As a material inducement to Lessor to enter into this Lease, Lessee shall hold the Indemnified Parties harmless from all judgments or claims, and shall assume the burden and expense of defending all suits, administrative proceedings, and negotiations of any description with any and all persons, political subdivisions or government agencies arising out of any of the occurrences of any Spill or Environmental Conditions on the Leased Premises which may occur as a result of Lessee's Operations on the Leased Premises.

By its execution of this Lease, Lessee acknowledges the receipt and sufficiency of Fifty Dollars (\$50.00) paid by Lessor as separate consideration for all indemnities provided and given by Lessee in this Lease, which sum also is separate (and sufficient) consideration for all other indemnities provided by Lessee to Lessor under this Lease, including, without limitation, Lessee's indemnification of Lessor described in other Sections of this Lease.

### **ARTICLE XV**

#### **MISCELLANEOUS**

#### SECTION 15.1 COVENANT OF QUIET ENJOYMENT

So long as Lessee performs and observes all of the material covenants and agreements on its part herein contained, it shall peaceably and quietly have, hold, and enjoy the Leased Premises

during the Lease Term subject to all terms and provisions hereof, against the lawful claims of all persons or entities claiming by, through or under Lessor.

SECTION 15.2 COUNTERPARTS; ELECTRONIC COPIES

This Lease may be executed in counterparts and/or with counterpart signature pages, all of which together shall constitute a single agreement. Any facsimile or email copy or other electronic (including PDF) copy of a signature page shall, for all purposes, be deemed to be an original signature page.

SECTION 15.3 BINDING EFFECT

This Lease shall inure to the benefit of, and shall be binding upon, Lessor, Lessee, Guarantor, and their respective authorized successors and assigns as provided for herein.

SECTION 15.4 SEVERABILITY

In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 15.5 ARTICLE AND SECTION CAPTIONS

The Article and Section headings and captions contained herein are included for convenience only and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

SECTION 15.6 ENTIRE AGREEMENT

This Lease may not be modified, amended, or otherwise changed orally, but may only be modified, amended, or otherwise changed by an agreement in writing signed by both parties. This Lease and its accompanying guaranty constitute the entire agreement between the parties and there are no oral or other agreements between the parties affecting this Lease. This Lease Agreement

supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings between the parties hereto with respect to the subject matter thereof and no such outside or prior agreements shall be used to interpret or to construe this Lease. There are no promises, covenants, representations, or inducements in addition to, or at variance with any of the terms of this Lease except the Guaranty.

SECTION 15.7 GUARANTY AGREEMENT

That certain guaranty of even date signed by Guarantor, a true and complete copy of which is attached hereto as Exhibit "C", is given by Guarantor to induce Lessor to execute this Lease.

SECTION 15.8 PLACE OF DELIVERY OF RENT AND NOTICES

Rent accruing hereunder, as well as all notices, shall be paid or delivered to Lessor at the address indicated below until Lessee is notified otherwise.

All notices given to Lessee hereunder shall be delivered to Lessee at the address indicated below until Lessor is notified otherwise.

All notices, to be effective, shall be in writing and shall be delivered by registered or certified mail, return receipt requested and postage prepaid or by personal delivery or courier service by which the sending party obtains a receipt confirming delivery or inability to deliver the notice to the party to whom the notice was addressed. Any notice required to be given or that may be given under this Lease shall be deemed to be given upon the date of receipt thereof, or if delivery is refused, on the date of first attempted delivery thereof.

Any party designated to receive notice may change its address to any other place in the United States of America by giving notice of such change of address to the other party.

If to Lessor: Hernando County Board of County Commissioners  
15470 Flight Path Dr.  
Brooksville, Florida 34604

with copy to: Hernando County Attorney

20 North Main Street, Rm 462  
Brooksville, Florida 34601

If to Lessee: Tampa General Hospital Hernando, LLC  
P.O. Box 1289  
Tampa, Florida 33601  
Attn: Director, Real Estate Portfolio Management

with copy to: Carlton Fields, P.A.  
4221 W. Boy Scout Boulevard, Suite 1000  
Tampa, FL 33607  
Attn: James J. Kennedy, III,  
Attorney at Law

Lessor and Lessee may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

#### SECTION 15.9 RADON GAS

The following disclosure is hereby made by Lessor to Lessee as required by Florida law:

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.

#### SECTION 15.10 LESSOR'S ACCESS TO LEASED PREMISES

Upon at least five (5) business days' notice to Lessee, Lessor shall have the right to enter the Leased Premises at reasonable business hours for the purposes of inspecting the Leased Premises, and Lessor shall also have the right to have access made available at all reasonable business hours to agents and consultants (or to prospective tenants of the Leased Premises during the last twelve (12) months of the Lease Term). If Lessee fails to make necessary repairs to the

Leased Premises within applicable grace periods after notice of the need therefor, Lessor shall also have the right to enter the Leased Premises for the purpose of making necessary repairs thereto. In addition, during the last year of the Lease Term Lessee shall and does hereby authorize representatives of Lessor access to the Leased Premises acting in the capacity of a transition team for the purpose of familiarizing themselves with the operation, organization and management of the Hospital Facilities and all furniture, fixtures and equipment utilized in the operation of the Hospital Facilities. All activities of Lessor and its agents and representatives under this Section shall be conducted in such a way so as to not interfere with the operation of the Hospital Facilities.

#### SECTION 15.11 SURRENDER

All alterations, additions and improvements made during the Lease Term on the Leased Premises and all additions and/or replacement of tangible personal property used in the Operations shall remain upon the Leased Premises in the absence of any agreement to the contrary, and Lessor will accept the Leased Premises and such tangible personal property in such condition as may be subsequently improved or, as to personal property, replaced by Lessee after the commencement of Lessee's Operations on the Leased Premises. Except as expressly provided in this Lease to the contrary, Lessee shall deliver and surrender to Lessor possession of the Leased Premises and all tangible and intangible personal property other than the Excluded Assets at the expiration of this Lease, or its earlier termination as herein provided, broom clean, and in as reasonably good condition and repair as the same shall be on the date of commencement of Lessee's Operations (or, if applicable, in such better condition and repair as the Leased Premises may have been put by Lessee during the continuance of Lessee's Operations), ordinary wear and tear excepted, together with all tangible personal property and replacement thereof, including furniture, fixtures, equipment and inventory located thereon. Any and all tangible personal property that becomes

obsolete during the Lease Term may be discarded without replacement provided that such discarded tangible personal property is replaced with such other tangible personal property as is necessary for the continuation of state-of-the-art services being provided at the Hospital Facilities.

Notwithstanding anything herein to the contrary, at the expiration or termination of this Lease, the Leased Premises shall be returned to Lessor in conformity and compliance with all applicable laws, regulations, and ordinances.

#### SECTION 15.12 RELATIONSHIP OF PARTIES

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever the singular number is used in this Lease, the same shall include the plural, and the neuter gender shall include the feminine and masculine genders.

#### SECTION 15.13 BROKER'S COMMISSIONS

Each of the parties represents and warrants that it has dealt with no broker in the negotiation and consummation of this Lease. Each of the parties agrees to indemnify the other against all liabilities from any claims for brokers' commissions or finder's fees asserted against the indemnified party.

#### SECTION 15.14 INTERPRETATION AND VENUE

This Lease shall be construed and interpreted according to the laws of the State of Florida and venue for enforcement shall be in Hernando or Hillsborough County, Florida.



#### SECTION 15.15 TIME OF THE ESSENCE

Time is of the essence in the performance of Lessee's obligations under this Lease.

#### SECTION 15.16 SOVEREIGN IMMUNITY

The parties hereto acknowledge that by virtue of Lessor signing this Lease which contains specific indemnity rights from Lessee that Lessor has not waived its right of sovereign immunity as to any tort claim that may or may not exist against Lessor by virtue of any act by or failure to act of Lessor.

#### SECTION 15.17 FINANCIAL REPORTING

Lessee shall deliver to Lessor immediately upon completion of same but in no event later than one hundred twenty (120) days following the close of each fiscal year, annual audited financial statements of Lessee, accompanied by an opinion of its independent certified public accountant that the financial statements present fairly in all material respects the financial condition of Lessee as of the dates indicated. Notwithstanding the foregoing, so long as Lessee is a wholly-owned subsidiary (directly or indirectly) of Guarantor and Guarantor is a guarantor of this Lease at all times during the applicable reporting period, Lessee shall be permitted to satisfy its obligations under this Section 15.17 by providing the audited financial statements described therein of Guarantor and its subsidiaries (which must include Lessee) on a consolidated basis. All such financial information shall be received by and treated by Lessor as confidential information which is not to be further disclosed, provided, however, that Lessor may disclose such financial information (i) to any employee, member, manager, officer, director, accountant, auditor, attorney or other professional of Lessor or any of its affiliates, and (ii) as may be required by law, subpoena, court order, or any other legal, administrative or legislative process or requirement (including

without limitation the Securities Act of 1933, as amended and the Securities and Exchange Act of 1934, as amended).

SECTION 15.18 INDUCEMENT

The parties acknowledge and agree that Lessor would not enter into this Lease if the Rent described in this Lease were not absolutely net to Lessor or if full service acute hospital care will not be available in Hernando County or if Lessor were to incur any liability whatsoever, foreseen or unforeseen, as a result of Lessee's exercise of any of its rights under this Lease. Accordingly, anything herein to the contrary notwithstanding, Lessee expressly covenants and agrees to pay all expenses, costs, fees, and charges of any nature whatsoever arising in connection with or attributable to the Leased Premises or this Lease, and, to assure Lessee's performance, Guarantor has delivered its guaranty of payment and performance of Lessee's obligations simultaneously with Lessee's execution of this Lease.

SECTION 15.19 RECORDATION OF LEASE

The parties hereto agree that this Lease, in its entirety, shall be placed of record among the public records of Hernando County, Florida, by Lessee.

SECTION 15.20 FURTHER ASSURANCE

The parties hereto shall perform with all due diligence all acts, applications, authorizations, assignments, transfers, and consents as necessary or appropriate to the fulfillment of the provisions of this Lease and will cooperate with each other and execute any and all documents required under this Lease or that are incident thereto.

SECTION 15.21 FUTURE CHANGES

Lessor and Lessee acknowledge that there have been and will continue to be material changes in the methods and modalities of health care delivery, third party payor programs,

payments and reimbursements for the provision of health care services and facilities, federal and state laws, rules and regulations and interpretations thereof relating both to the health care industry and to not-for-profit and tax-exempt entities, and the general prevailing standards, practices and customs relating to the provision of and payment for health care (collectively and severally, “Health Care Changes”). If, as a consequence of any one or more Health Care Changes occurring during the Lease Term, compliance by Lessee with any one or more of its covenants and agreements set forth herein becomes impossible, unlawful or impracticable, then noncompliance by Lessee with any such covenant or agreement shall not constitute an event of default hereunder; but Lessee shall promptly notify Lessor of such Health Care Changes and the resulting noncompliance or threatened noncompliance; and unless Lessor shall waive such noncompliance, Lessor and Lessee shall thereupon commence and diligently pursue in good faith negotiations to appropriately respond to the Health Care Changes in a manner that reasonably addresses the purposes and intent of the provisions hereof with which Lessee is not complying in light of the Health Care Changes. If such negotiations fail to result in a resolution mutually acceptable to Lessor and Lessee, then the parties may elect nonbinding mediation or arbitration as an alternative to judicial resolution of such dispute.

#### SECTION 15.22 CONTINUAL COOPERATION

Lessor covenants and agrees that Lessor will, upon request of Lessee, to the extent lawful, reasonably assist Lessee in assuring Lessee’s participation of governmental programs and Health Care Changes, which will ultimately benefit the people of Hernando County and the Hospitals. Such cooperation will be provided at no cost to Lessor or Lessee.

[Signatures begin on the next page.]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Lease Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers or representatives.

**LESSOR:**

Witnessed:

**BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA,** a political subdivision of the State of Florida

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: John Allocco

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: Chairman, Board of County Commissioners

THE STATE OF \_\_\_\_\_ :

COUNTY OF \_\_\_\_\_ :

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me by means of  physical presence or  online notarization, personally appeared \_\_\_\_\_, who being by me duly sworn, did say that he/she is the \_\_\_\_\_ of **BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA**, a political subdivision of the State of Florida, and said individual acknowledged said instrument to be his/her free act and deed and the free act and deed of said individual.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
County Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[Signature pages to Amended and Restated Lease Agreement]

**LESSEE:**

Witnessed:

**TAMPA GENERAL HOSPITAL HERNANDO, LLC,**  
a Florida limited liability company

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF \_\_\_\_\_ :

COUNTY OF \_\_\_\_\_ :

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me by means of  physical presence or  online notarization, personally appeared \_\_\_\_\_, who being by me duly sworn, did say that he/she is the \_\_\_\_\_ of **TAMPA GENERAL HOSPITAL HERNANDO, LLC**, a Florida limited liability company, and said individual acknowledged said instrument to be his/her free act and deed and the free act and deed of said individual.

My Commission  
Expires:

\_\_\_\_\_  
NOTARY PUBLIC

## COMPOSITE EXHIBIT A

### LEGAL DESCRIPTIONS OF LEASED PREMISES

The Land referred to herein below is situated in the County of Hernando, State of Florida, and is described as follows:

**PARCEL 1:**

Lot 3, Seven Hills Medical and Business Center, according to the map or plat thereof as recorded in Plat Book 26, Pages 3 and 4, public records of Hernando County, Florida.

**PARCEL 1A (Easement):**

Together with easement as more particularly set forth in that certain Easement and Drainage/Retention Agreement by and between Seven Hills, Inc., a Florida corporation and Spring Hill Community Hospital, Inc., a Florida not-for-profit corporation recorded in Official Records Book 769, Page 558, of the Public Records of Hernando County, Florida.

**PARCEL 2:**

A parcel of land lying in and being a part of the East 1/2 of the Southwest 1/4 and the West 1/4 of the West 1/2 of the Southeast 1/4 of Section 30, Township 22 South, Range 19 East, Hernando County, Florida and being more particularly described as follows:

Commence at the Northwest corner of said East 1/2; thence South 00°08'12" East, along the West boundary of said East 1/2, 49.65 feet to the Southerly right of way line of Cortez Boulevard (State Road 50); thence along said right of way line the following five (5) courses: (1) North 89°13'33" East 751.00 feet, (2) South 00°46'27" East 6.50 feet, (3) North 89°13'33" East 424.00 feet, (4) North 00°46'27" West 6.50 feet, (5) North 89°13'33" East 26.87 feet to the Point of Beginning; thence continue North 89°13'33" East, along said right of way line, 500.00 feet to the East boundary of said West 1/4; thence South 00°23'24" West, along said East boundary, 1182.79 feet; thence South 89°14'03" West 601.46 feet; thence South 87°57'30" West 612.31 feet; thence North 00°48'11" West 476.60 feet; thence North 89°14'03" East 108.12 feet; thence North 00°45'57" West 40.67 feet to the beginning of a non-tangent curve concave Southeasterly, having a radius of 124.20 feet, a delta of 79°52'22", a chord bearing of North 47°31'22" East and a chord of 159.46 feet; thence, along the arc of said curve, 173.14 feet; thence North 89°14'03" East 40.00 feet; thence North 00°45'57" West 292.34 feet to the point of curvature of a curve concave Southeasterly, having a radius of 10.00 feet, a delta of 94°59'34", a chord bearing of North 46°43'50" East and a chord of 14.74 feet; thence, along the arc of said curve, 16.58 feet to the beginning of a compound curve concave Southwesterly, having a radius of 575.00 feet, a delta of 06°44'04", a chord bearing of South 82°24'21" East and a chord of 67.55 feet; thence, along the arc of said curve, 67.59 feet to the point of tangency; thence South 79°02'19" East 374.74 feet to the point of curvature of a curve concave Southwesterly, having a radius of 225.00 feet, a delta of 06°42'50", a chord bearing of South 82°23'44" East and a chord of 26.35 feet; thence, along the arc of said curve, 26.37 feet; thence North 00°46'27" West 360.26 feet to the Point of Beginning.

**PARCEL 3 (Easement):**

Non-exclusive, perpetual easement rights created by and as more particularly set forth in that certain Declaration of Restrictions, Easements and Assessments, recorded December 6, 2005 in Official Records Book 2156, Page 1465, of the Public Records of Hernando County, Florida.

## EXHIBIT B

### LEGAL DESCRIPTIONS OF PARKING FACILITY

The Land referred to herein below is situated in the County of Hernando, State of Florida, and is described as follows:

**PARCEL 1 (Fee):**

A parcel of land lying in and being a part of Section 31, Township 23 South, Range 18 East, Hernando County, Florida and being further described as follows:

Commence at the Southwest corner of Tract A of Wellington at Seven Hills Phase 5D, as recorded in Plat Book 33, pages 18 and 19, Public Records of Hernando County, Florida; thence S89°22'37"E, along the Southerly boundary of said Tract A, 659.29 feet; thence S00°37'23"W 130.99 feet to the Northeast corner of Lot 2 of Seven Hills Medical and Business Center, as recorded in Plat Book 26, pages 3 and 4, Public Records of Hernando County, Florida; then along the Northerly boundary of said Seven Hills Medical and Business Center the following two (2) courses: (1) N80°53'25"W 42.78 feet, (2) N89°22'37"W 669.96 feet to the Easterly boundary of a 295.00 foot wide Florida Power Corporation Right of Way; then N23°38'57"E, along said Easterly boundary, 135.47 feet to the Point of Beginning.

**PARCEL 2 (Fee):**

A parcel of land all lying and being in Section 31, Township 23 South, Range 18 East, Hernando County, Florida, and being more particularly described as follows:

Begin at the Northeast corner of Lot Number 3 as described on the plat of Seven Hills Medical and Business Center and recorded in plat Book 26, Pages 3 and 4, public records of Hernando County, Florida, thence run North 80°53'25" West along the North line of said Lot Number 3 880.13 feet to the Northwest corner of said Lot Number 3, thence North 00°37'23" East 166.28 feet, thence South 80°53'25" East 880.13 feet, thence South 00°37'23" West 166.28 feet to the Northeast corner of said Lot Number 3 and the POINT OF BEGINNING.

## EXHIBIT "C"

### GUARANTY

For value received and in consideration of and in order to induce HERNANDO COUNTY, FLORIDA, a political subdivision of the State of Florida (the "Lessor") to enter into that certain Lease Agreement dated as of \_\_\_\_\_, 2023, between Lessor and TAMPA GENERAL HOSPITAL HERNANDO, LLC, a Florida limited liability company (the "Lessee") (the "Lease"), and for other good and valuable considerations, FLORIDA HEALTH SCIENCES CENTER, INC., a Florida not-for-profit corporation (the "Guarantor"), guarantees to the Lessor and to its successors and assigns, the prompt and full performance and observance by the Lessee of all of the covenants, terms, provisions, conditions, and agreements required to be performed by Lessee under the Lease, whether prior to, during the term of, or after the termination of the term of the Lease.

The capitalized terms used in this Guaranty shall have the same definitions as such capitalized terms have in the Lease unless the context clearly indicates a contrary intent.

Notice of all defaults is waived, and consent is given to all extensions of time that the Lessor may grant to Lessee in the performance of any of the terms of the Lease and/or to the waiving in whole or in part of any such performance, and/or to the releasing of Lessee in whole or in part from any such performance, and/or to the adjusting of any dispute in connection with the Lease; and no such defaults, extensions, waivers, releases, or adjustments, with or without the knowledge of the Guarantor, shall affect or discharge the liability of the Guarantor. The Guarantor further agrees to pay all expenses, including legal fees and disbursements paid or incurred by Lessor in enforcing this Guaranty.

This Guaranty is a continuing guaranty which shall be and remain effective during the Lease Term, and as to any surviving provisions that remain effective after the termination of the Lease. The liability of the Guarantor hereunder is direct and unconditional and may be enforced without requiring the Lessor first to resort to any other right, remedy, or security.

The liability of Guarantor under this Guaranty shall in no way be affected, modified, or diminished by reason of (a) any assignment, renewal, modification, amendment, or extension of the Lease, or (b) any modification or waiver of or change in any of the terms, covenants, and conditions of the Lease by Lessor and Lessee, or (c) any extension of time that may be granted by Lessor to Lessee, or (d) any consent, release, indulgence, or other action, inaction, or omission under or in respect of the Lease, or (e) any bankruptcy, insolvency, reorganization, liquidation, arrangement, assignment for the benefit of creditors, receivership, trusteeship, or similar proceeding



affecting Lessee, or the rejection or disaffirmance of the Lease in any such proceedings, whether or not notice thereof or of any thereof is given to Guarantor.

No delay on the part of Lessor in exercising any right, power, or privilege under this Guaranty or failure to exercise the same shall operate as a waiver of or otherwise affect any such right, power, or privilege, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

If any provision of this Guaranty or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of that provision and this Guaranty and the application of such provision to persons or circumstances other than those as to which it is invalid or enforceable shall not be affected thereby, and the remainder of such provision and this Guaranty shall otherwise remain in full force and effect.

Without regard to principles of conflicts of laws, the validity, interpretation, performance, and enforcement of this Guaranty shall be governed by and construed in accordance with the laws of the State of Florida and shall be deemed to have been made and performed in the State of Florida.

Witnessed:

**FLORIDA HEALTH SCIENCES CENTER,  
INC., a Florida not-for-profit corporation**  
**(GUARANTOR)**

\_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

(Notarization on Following Page)

Verification

THE STATE OF \_\_\_\_\_:

COUNTY OF \_\_\_\_\_:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me by means of  physical presence or  online notarization, personally appeared \_\_\_\_\_, who being by me duly sworn, did say that he/she is the \_\_\_\_\_ of **FLORIDA HEALTH SCIENCES CENTER, INC.**, a Florida not-for-profit corporation, and said individual acknowledged said instrument to be his/her free act and deed and the free act and deed of said individual.

My Commission  
Expires:

\_\_\_\_\_  
NOTARY PUBLIC