

TRANSFER OF ASSETS AGREEMENT

THIS TRANSFER OF ASSETS AGREEMENT (the or this “**Agreement**”) is made and entered into this ____ day of March, 2026 (the “**Effective Date**”), by and between the **City of Tallahassee**, a Florida municipal corporation (“**City**”) and **The Florida State University Board of Trustees**, a public body corporate of the State of Florida acting for and on behalf of the Florida State University (“**FSU**”). The City and FSU are individually sometimes referred to herein as a “**Party**” and collectively sometimes referred to herein as the “**Parties**”.

Terms which are used in this Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in Section 1 below.

In consideration of the sum of One Thousand and 00/100 Dollars (\$1,000.00) (identified below as the “**Transaction Fee**”), the mutual terms, covenants, conditions and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Definitions. In addition to terms capitalized and defined elsewhere in this Agreement, as used in this Agreement, the following capitalized terms shall have the respective meanings ascribed to them:

(a) “**Academic Health Center**” shall mean an association that combines a university medical school with an affiliated health care facility like a Hospital with the core mission of the institution being to educate and train health professionals, provide patient care and conduct medical and health-related research.

(b) “**Applicable Healthcare Laws**” shall mean all federal, state, and local laws, regulations, rules, and accreditation standards applicable to the ownership, leasing, or operation of the Hospital.

(c) “**Charity Care Policy**” shall mean a policy which provides non-elective emergency medical services to patients without regard to financial status or ability to pay, and for other forms of necessary medical treatment, offers patients a financial assistance policy pursuant to 26 CFR § 1.501(r)-4 entitled Financial Assistance Policy and Emergency Medical Care Policy.

(d) “**City Bond Obligations**” shall mean and refer to the following list of bond transactions: (i) Master Lease and Sublease Agreement by and among the City, TMH (defined below) and Banc of America Capital Corp., dated as of December 1, 2024, and Lease Schedules 1, 2 and 3 thereto; (ii) City of Tallahassee, Florida Health Facilities Revenue Refunding Bonds, Series 2015A (Tallahassee Memorial HealthCare, Inc. Project); (iii) City of Tallahassee, Florida Health Facilities Revenue Bonds, Series 2016A (Tallahassee Memorial HealthCare, Inc. Project); (iv) City of Tallahassee, Florida Health

Facilities Revenue Bonds, Series 2016B (Tallahassee Memorial HealthCare, Inc. Project); and (v) ISDA Master Agreement, dated January 7, 2016, between Bank of America, N.A. and TMH, as supplemented by a Credit Support Annex and Schedule, each dated January 7, 2016, and a Total Return Swap Transaction Confirmation dated January 14, 2016, as amended and restated on February 1, 2016, as amended by an amended and restated Total Return Swap Transaction Confirmation, dated July 25, 2019, and as amended by an amended and restated Total Return Swap Transaction Confirmation, dated December 20, 2023.

(e) “**City Commission**” shall mean the elected governing body of the City of Tallahassee or the successor thereto which is intended to assume the duties, roles and responsibilities of the City Commission.

(f) “**City-TMH Lease Agreement**” shall mean the current Lease Agreement by and between the City, as landlord, and Tallahassee Memorial Healthcare, Inc., a Florida not-for-profit corporation, as tenant as more particularly described in Subsection 2.(d) below.

(g) “**Effective Date**” shall mean the date this Agreement is last executed by the City or FSU and such date shall be inserted at the top of the first page of this Agreement in the paragraph wherein the Parties are defined.

(h) “**Environmental Laws**” shall mean any federal, state or local law, rule, order or regulation relating to Hazardous Substances or the protection of human health and the environment, including all of the following statutes and their implementing regulations, as the same may have been or may be amended from time to time: (a) Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq.; (b) Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; (c) Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136; (d) Hazardous Materials Transportation Act, 49 U.S.C. §§1801-1812; (e) Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; (f) Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; (g) Clean Air Act, 42 U.S.C. §7401 et seq.; (h) Safe Drinking Water Act, 42 U.S.C. §3808 et seq.; and (i) applicable or equivalent laws, ordinances and regulations of the local municipality, county and state in which the Property is located, relating to hazardous matter, substances or wastes, oil or other petroleum products, asbestos, and air or water quality.

(i) “**FSU Health Project**” shall mean that certain FSU Health development project located along Centerville Road on the property described on **Exhibit “B”** attached hereto and made a part hereof.

(j) “**Hazardous Substance**” shall mean any substance, material or waste of any kind or character which may be dangerous to health or to the environment, or which is or may become regulated as hazardous or toxic waste, pollutants, contaminants or substances, or which requires special handling, storage or treatment, including without implied limitation, all “hazardous matter,” “hazardous waste,” “hazardous substances,” “asbestos” and “oil” as defined in or contemplated by any Environmental Laws.

(k) **“Hospital”** shall mean an establishment duly licensed as such which provides acute care, and within this context: (a) offers facilities and beds for use beyond twenty-four (24) hours by individuals requiring diagnosis, treatment, or care for illness, injury, disease, or pregnancy; (b) regularly makes available at least clinical laboratory services, diagnostic X-ray services, and treatment facilities for surgery or obstetrical care, or other definitive medical treatment of similar extent; and (c) provides emergency care.

(l) **“Permitted Suspensions”** shall mean temporary closures, reductions, or relocations of services due to casualty, condemnation, force majeure, public health emergencies, government shutdowns or closures, matters involving licensing, construction, or material renovations, or as required by Applicable Healthcare Laws or a governmental order.

(m) **“Tallahassee State College Ghazvini Center for Healthcare Education”** shall mean that certain Tallahassee State College facility located on the property described on **Exhibit “B-1”** attached hereto and made a part hereof.

(n) **“Use and Restriction Agreement”** shall mean that certain Use and Restriction Agreement intended to be entered into by and between the City and FSU on the Closing Date pursuant to Section 3 below. In the event of any conflict between the provisions of this Agreement and the Use and Restriction Agreement, the provisions of the Use and Restriction Agreement shall control.

2. Transfer and Conveyance. The City agrees to transfer, convey, assign and deliver to FSU, and FSU agrees to acquire and accept from the City, for the consideration and subject to the terms, covenants, restrictions, conditions and provisions set forth in this Agreement, all of the City’s right, title and interests in and to the following (referred to herein collectively and in the aggregate as, the **“Property”**):

(a) all of the land located in Leon County, Florida, and more particularly described in **Exhibit “A”** attached hereto and made a part hereof (the **“Land”**), together with all right, title and interest of the City, in and to (i) strips or gores, if any, between the Land and abutting properties, whether owned or claimed by deed, limitations or otherwise, and whether or not they are located inside or outside of the boundaries of the Land, (ii) all easements in, upon or benefitting the Land and all other rights and appurtenances belonging or in anywise pertaining to the Land or the Improvements described below and (iii) all oil, gas and mineral rights, including phosphates and metals with respect to the Land;

(b) all of the buildings and other structures and improvements situated on the Land (collectively, the **“Improvements”**; and with the Land, collectively, the **“Real Property”**);

(c) all mechanical, electrical, heating, air conditioning and plumbing systems, fixtures and equipment within or servicing the Improvements; all furniture, carpets, drapes and other furnishings; and all other machinery, equipment, fixtures and personal property of

every kind and character, and all accessories and additions thereto located in or on the Land or Improvements (collectively, the “**Personal Property**”);

(d) that certain Third Amended and Restated Lease Agreement dated September 18, 2003, as subsequently amended by that certain First Modification to Third Amended and Restated Lease Agreement dated June 24, 2009, that certain Second Modification to Third Amended and Restated Lease Agreement dated November 30, 2015 and that certain Third Modification to Third Amended and Restated Lease Agreement dated June 2, 2017, by and between the City, as landlord, and Tallahassee Memorial Healthcare, Inc., a Florida not-for-profit corporation, as tenant (collectively, the “**City-TMH Lease Agreement**”) under which Tallahassee Memorial Healthcare, Inc. (“**TMH**”) operates that certain healthcare facility known as Tallahassee Memorial Healthcare on the Real Property and any other leasehold interests granted by the City to any other person or entity with respect to the Real Property as well as any leasehold interests held by the City with respect to the Property; and

(e) all copyright, trademark and related rights and interests associated with the Property and all licenses, permits, development rights, vested rights, governmental approvals, utility, water, sewer and wastewater disposal rights, stormwater treatment, discharge and conveyance rights, concurrency rights, cable and internet rights, and rights and interests of any kind appurtenant to, benefitting or related to the Property (the “**Intangible Property**”).

3. Restrictions on Transfer and Conveyance. The transfer and conveyance of the Property shall be subject to the covenants, restrictions and agreements set forth below which shall be placed of record by a Use and Restriction Agreement between the City and FSU (“**Use and Restriction Agreement**”):

(a) Hospital Use.

(i) The Property shall be used, operated and maintained as a Hospital or equivalent healthcare facility pursuant to Applicable Healthcare Laws (“**Hospital Use**”). This requirement is imposed on the Property to ensure that a Hospital Use is continued on the Property, and the various uses included within the definition of Hospital Use may be modified or expanded over time as further provided below. The determination as to what constitutes an equivalent healthcare facility shall be based on laws, rules and regulations and industry standards which are applicable at the time such determination is made. Notwithstanding the foregoing, the Property may also be used for such uses which are customarily ancillary and incidental to the operation of a Hospital or equivalent healthcare facility (“**Ancillary Healthcare Uses**”). Examples of Ancillary Healthcare Uses include without limitation outpatient clinics, ambulatory surgery, urgent care, imaging, laboratory, pharmacy, rehabilitation, behavioral health, mental health, administrative offices, food and beverage services, gift shops, parking, utility plants, biomedical waste handling, storage and facilities for physicians and other licensed professionals practicing at or in connection with the Hospital. In addition, the use of the Property or any portion thereof as an Academic Health Center together with any uses customarily ancillary

and incidental thereto are expressly permitted. Finally, uses authorized pursuant to an agreement with the City, like the ARDA (defined below), shall be permitted on the Property.

(ii) Notwithstanding anything to the contrary in this Section 3, the services intended to be provided under the Hospital Use may change, adjust, evolve or advance over time based on healthcare innovation and research, thus allowing for the continual improvement in the delivery of healthcare services.

(iii) FSU shall ensure that the Charity Care Policy is continuously maintained as a component of the Hospital Use in a manner consistent with or more generous than the indigent care requirements set forth in the City-TMH Lease Agreement as amended and restated by FSU and TMH on the Closing Date (sometimes referred to herein as the “**FSU-TMH Amended and Restated Lease**”). A copy of the most recent version of the FSU-TMH Amended and Restated Lease is attached hereto as **Exhibit “C”**. Consistent with the City-TMH Lease Agreement, but subject to the obligation set forth in Subsection 3.(a) hereof with respect to operating a Hospital or equivalent healthcare facility, the admittance of patients may be restricted due to the shortage of available facilities or to protect the welfare of patients already admitted. The requirement of FSU to ensure the maintenance of the Charity Care Policy shall not be determined by the existence of a lease with TMH and the City shall have no obligation to provide financial assistance to maintain such Charity Care Policy.

(iv) FSU or its designee by way of lease or other form of agreement will ensure the continuation of the Hospital Use and Charity Care Policy.

(v) The concept of continuously operating a Hospital or equivalent healthcare facility on the Property means to generally operate such a facility consistent with the required Hospital Use, except during Permitted Suspensions.

(vi) Subject to the Hospital Use requirement, the Use and Restriction Agreement shall not limit, restrict or govern construction, demolition, renovation or reconstruction work on the Property.

(vii) In the event either FSU or the City desires clarification with respect to compliance with the Hospital Use, Charity Care Policy or requirements with Subsection 4.(d) below, or has a question regarding the Hospital Use, Charity Care Policy or requirements with Subsection 4.(d) below, each Party may present a written inquiry to the other Party outlining the clarification or information sought, and the Party in receipt of the written inquiry, by and through its attorney, shall respond to the written inquiry within forty-five (45) days following the written request (“**Clarification Procedure**”). The Clarification Procedure is not remedial in nature and is separate from the remedy provisions of this Agreement. With respect to requests from FSU to the City which seek written consent as to a matter contemplated in Section 3, the City agrees to respond to all such requests from FSU

seeking written consent within forty-five (45) days following receipt of the written request. If the requested written consent is not provided, such matter may be referred for resolution through the dispute resolution process described in Section 24 below.

(b) Subsequent Transfer or Lease.

(i) Without the written consent of the City Commission, FSU shall not (1) convey the Property or any portion thereof to a third party that is not wholly owned or controlled by FSU; or (2) for a period of ten (10) years following the Closing Date (“**Lease Approval Period**”), lease substantially all of the Property to any entity other than TMH. Provided, however, FSU shall have no obligation to lease to TMH during the Lease Approval Period in the event of a default by TMH under the FSU-TMH Amended and Restated Lease which results in the termination of said lease during the Lease Approval Period. In either circumstance (1) or (2) immediately above, consent of the City Commission shall not be unreasonably withheld, conditioned or delayed. The decision of whether or not to consent shall entail a reasonable review and analysis limited to whether the potential new owner is reasonably capable of complying with or ensuring compliance with the obligations of FSU in the Use and Restriction Agreement and whether the potential new tenant is reasonably capable of continuing and maintaining the required Hospital Use and Charity Care Policy. Of course, changed circumstances associated with healthcare and the delivery of healthcare should be factored into the consent analysis. If the City provides written consent to FSU to convey the Property pursuant to (1) above, the City agrees to release FSU from all of its obligations under the Use and Restriction Agreement contemporaneously with such conveyance. Nothing herein is intended to limit or restrict: the subleasing of less than substantially all of the Property or any portion thereof; granting licenses for the use of less than substantially all of the Property or any portion thereof; or pledging, mortgaging or hypothecating interests in the Property or any portion thereof.

(ii) Examples of a transfer of the Property or any portion thereof that would not require the written consent of the City Commission include: (1) a transfer by FSU to a university direct-support organization for FSU and created pursuant to Section 1004.28, Florida Statutes, as amended from time to time, or (2) a transfer by FSU to an entity established by law for FSU to own and hold the Property or any portion thereof. In the event of the termination of the FSU-TMH Amended and Restated Lease during the Lease Approval Period, FSU shall remain obligated to obtain the written consent of the City Commission prior to leasing substantially all of the Property. Following the expiration of the Lease Approval Period, FSU shall have no obligation to obtain the written consent of the City Commission in order to lease or sublease the Property or any portion thereof.

(c) In the event the FSU-TMH Amended and Restated Lease or any revised or substitute lease between FSU and TMH or any subsequent tenant is terminated, FSU agrees to ensure that revenues derived from the Property, if any, which revenues have previously been pledged as security for the City Bond Obligations, are transferred to the applicable

bond trustee or debt holder for the respective City Bond Obligations to pay such outstanding indebtedness of the City secured by such revenues. The purpose of the foregoing is to ensure that the revenues derived from the Property which were pledged as security for the City Bond Obligations issued for and on behalf of TMH are protected in the event the FSU-TMH Amended and Restated Lease or any revised or substitute lease between FSU and TMH or any subsequent tenant is terminated. FSU shall have no other obligation regarding the City's or TMH's obligations or covenants to bondholders other than the assurances made herein by FSU and shall have no liability to make any payments from assets, revenues or sources other than with respect to the revenues pledged as security for such debt. To confirm, the commitment of FSU herein is not a commitment of FSU to pay any sums, but rather a commitment to ensure that any revenues derived from the Property are transferred to the bond trustee or debt holder and applied towards payment of the City Bond Obligations. Further, the commitment of FSU herein does not in any way constitute a pledge or mortgage of the Property or any portion thereof to secure payment of the City Bond Obligations or any other obligations nor does it create any debt or obligation of FSU with respect to the City Bond Obligations.

(d) In the event FSU fails to timely pay an Annual Payment Sum (defined in Subsection 4.(c) below) due to the City, the City shall provide FSU with written notice of such failure to pay and FSU shall have a period of sixty (60) days to cure and thereby make the payment which is due. The Parties do not intend for the dispute resolution process set forth in Section 24 below to apply to an Annual Payment Sum default.

(e) In the event of an alleged material violation of either Subsection 3.(a), (b) or (c) above or Subsection 4.(d) below, the City shall provide FSU with written notice of such material violation and FSU shall have a period of ninety (90) days to cure the material violation. Provided, however, if the failure stated in such notice cannot be corrected within such ninety (90) day period, then such time will automatically be extended if corrective action is instituted by FSU within the applicable period and diligently pursued until the default is corrected, but in no case for a period of more than three hundred sixty-five (365) days from the date of receipt of such written notice from the City. In the case of a material violation of Subsection 3.(a), (b) or (c) above or Subsection 4.(d) below, and the failure of FSU to cure such material violation following receiving notice from the City and following the cure period available to FSU, the Parties shall then comply with the dispute resolution process set forth in Section 24 below. The Parties intend for this process to be collaborative and intentional, with a focus on resolution.

(f) If the Parties are unable to resolve and settle a material violation alleged by the City through the contemplated dispute resolution process in Section 24 or FSU fails to cure a failure to pay the Annual Payment Sum, the Property may be reconveyed to the City pursuant to the reconveyance process contemplated below. Notwithstanding anything to the contrary in this Agreement or in the Use and Restriction Agreement, prior to or as a condition to any such reconveyance to the City, (i) FSU must be removed, which may be by virtue of debt assumption by a third party or prepayment by a third party, from any financial obligation, including a debt obligation or bond obligation, payable from revenues or assets derived from the Property and released from all obligations under this Agreement and the

Use and Restriction Agreement, (ii) all financial commitments or obligations of FSU to the City must be canceled, (iii) title to the FSU Health Project and the land on which it is located must remain in FSU, (iv) all laws, rules and regulations applicable to FSU and its property must be complied with, (v) all government restrictions must be complied with, and (vi) all applicable leases and subleases must be complied with. The Parties agree that a reconveyance shall not occur if a law, rule or regulation would be violated by such reconveyance or if a law, rule or regulation prohibits such reconveyance. The Parties further recognize and understand that the law disfavors any form of property forfeiture and will strive to avoid any form of forfeiture. The Parties anticipate said reconveyance process shall consist of three steps, each following the unsuccessful resolution through a prior step, which involve (i) the dispute resolution procedures set forth in Section 24 below (except as to the Annual Payment Sum obligation), (ii) a court action requesting specific performance to resolve the dispute pursuant to Section 25 below wherein a specific performance order is issued or not issued, and (iii) a follow-up judicial proceeding brought by the Party which obtained the specific performance order in the event the Party against whom the order is entered fails to comply in a manner which negates the remedy of specific performance, for instance, compliance with the order is not met within three hundred sixty-five (365) days following issuance of the order, wherein the court shall decide whether reconveyance is warranted. If the court determines at this proceeding that reconveyance is the appropriate remedy, the court should render a decision accordingly with instructions to the Parties as to the completion of the reconveyance. The Parties' ultimate desire is for the dispute resolution process set forth in Section 24 below to bring about a resolution so that steps two and three involving court proceedings are unnecessary. To clarify, nothing herein is intended to evidence any stipulation by FSU or the City as to matters of fact or law. The remedy of reconveyance is expressly limited to a period of thirty (30) years after the Closing Date, and thus, such remedy shall not be available after said thirty (30) year period.

(g) The Use and Restriction Agreement shall incorporate the financial obligations provided in Subsections 4.(c) and (d) below and related conditional language provided in Subsection 4.(f) below and a force majeure provision similar to that provided in Section 20 below.

(h) The provisions in this Section 3 and in Section 4 are and will be for the benefit of the City and FSU only. Accordingly, only the City and FSU shall have the right to enforce the provisions in Section 3 and in Section 4.

(i) The entire portion of the Property on which the FSU Health Project and the Tallahassee State College Ghazvini Center for Healthcare Education are located shall not be included in or encumbered by the Use and Restriction Agreement or subject to the reconveyance process.

(j) The dispute resolution process and the court proceedings provision set forth in Section 24 and Section 25, respectively, of this Agreement shall be included in the Use and Restriction Agreement and are intended only to pertain to matters set forth in the Use and Restriction Agreement.

4. Consideration. In addition to the covenants of FSU set forth in Section 3 above, FSU agrees to the following:

(a) Deposit. Within three (3) business days following the Effective Date, FSU shall deliver to First American Title Insurance Company (“**Escrow Agent**”) the sum of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) to be held in escrow in a non-interest bearing account as an earnest money deposit (the “**Deposit**”). If the transaction contemplated by this Agreement is consummated in accordance with the terms hereof, the Deposit shall be credited against the Annual Payment Sum (defined below) due at Closing (defined below).

(b) Transaction Fee. Separate and apart from the Deposit, FSU shall pay to the City a transaction fee in the amount of One Thousand and 00/100 Dollars (\$1,000.00) (the “**Transaction Fee**”) as independent consideration for the execution of this Agreement by the City, including the terms of the Inspection Period set forth below. The Transaction Fee is earned by the City as of the Effective Date and is non-refundable to FSU in all events. The Transaction Fee shall be paid to the City within three (3) business days after the Effective Date.

(c) Payment. Subject to the provisions of Section 4(f) and Section 22 hereof, FSU agrees to pay the City thirty (30) annual payments of **\$3,633,333.33** (the “**Annual Payment Sum**”) commencing on the Closing Date and continuing thereafter annually on the same date for a total sum of **\$109,000,000.00** (the “**Total Payment Sum**”) as per the payment schedule set forth on **Exhibit “D”** attached hereto and made a part hereof (the “**Payment Schedule**”). The Parties agree and confirm that the structure or schedule for the payment of the Total Payment Sum does not evidence or constitute a loan. The balance of the first Annual Payment Sum, after a credit for the Deposit held by Escrow Agent, and any increase or decrease by prorations and other adjustments if any as provided in this Agreement, shall be payable at Closing. The payments required to be made to Escrow Agent and to be made by Escrow Agent to either Party shall be made by wire transfer, unless otherwise directed by the recipient of the payment.

(d) Facilities Upgrade and Enhanced Care Payments. FSU agrees to contribute a separate amount not less than (1) \$100,000,000.00 toward upgrades to the Property or related health care facilities adjacent to the Real Property or to other assets currently owned by TMH and in excess of and assuming TMH funds annually at least its historical level of facility improvements, such amount to be consistent with maintaining its bond rating as of the Effective Date or such reasonably equivalent rating, over the period specified below, and (2) \$150,000,000.00 toward clinical faculty, clinical laboratory resources, research and academic operations and other costs specifically related to the Property and FSU’s planned Academic Health Center to be located thereon, with the intent of providing increased medical care specialization within the Tallahassee area, lessening the need for Tallahassee citizens to travel for health care and providing opportunities for others outside the region to travel to Tallahassee for health care, such contributions to be completed in full by **December 31, 2034**; provided, that with respect to (1) above, if FSU encounters unusual and unexpected difficulty in completing such contribution by **December 31, 2034**, FSU may

petition the City for an extension of such date, the consent to which shall not be unreasonably withheld, conditioned or delayed. Amounts received by TMH derived from the Property or otherwise that are quantifiable and verified as not otherwise having been available to TMH but for its relationship with FSU may be applied to the financial commitments set forth in (1) and (2) above, subject to a cap of thirty-three (33) percent (%) of the payments required by this Subsection (d). The initial \$125,000,000.00 used for the construction of the FSU Health Project may not be so applied.

(e) Additional Investments. FSU agrees to use its best efforts to obtain through grants, donations, appropriations and other available funding sources which may be received by FSU or TMH an amount, including the amounts required by Subsections (c) and (d) above, for improvements to or investments in the Property and healthcare directly related to the Property estimated to total in excess of \$1,700,000,000.00 over the period ending thirty (30) years from the Closing Date, based on FSU's plan to help develop clinical space, laboratory facilities and research space, expand clinical research, provide academic faculty and enhance facilities and physical plant investment to create an Academic Health Center with the Property as its base. Such efforts and funding resources have the potential to create jobs, fund the purchase of new equipment, and most importantly, improve healthcare and facilitate novel medical treatments that will benefit the citizens of Tallahassee and the patients of TMH.

(f) Conditions. The payment by FSU of the financial commitments identified in Subsections (c) and (d) above shall be made from FSU sources which, except as specifically described in Subsection (d) above, shall not include revenues derived from the Property. The performance by FSU of the matters identified in Subsection (e) above, as to expenditures in excess of those specified in Subsections (c) and (d) above, is expressly subject to and contingent upon the availability of funds through grants, donations, appropriations and other available funding sources which are lawfully expendable for the purpose identified for the current and future periods, which FSU agrees to in good faith pursue. The determination of whether funds are available shall be made in the sole discretion of FSU. In the event FSU finances any of its payment obligations under this Section 4, such financing shall be subject to the provisions of Section 1010.62, Florida Statutes; provided, that failure for any reason to obtain such financing does not absolve FSU from its obligations under Subsections 4.(c) and 4.(d) hereof.

(g) Annual Report. Not later than each February 1, commencing February 1, 2027, FSU shall deliver to the City a written report detailing its compliance with and progress toward the obligations set forth in Subsections 3.(a) and 4.(d) hereof.

5. Inspection Period. FSU shall have **ninety (90) days** after the Effective Date in which to inspect the Property and all matters related thereto (the "**Inspection Period**"). FSU shall be entitled to extend the Inspection Period for a period of **thirty (30)** additional days by providing written notice to the City exercising this right prior to the end of the Inspection Period.

(a) Inspections. During the Inspection Period and subject to the terms of the City-

TMH Lease Agreement, FSU and FSU's agents, consultants, attorneys, engineers, surveyors and employees shall have the right to enter upon the Property to inspect, examine, survey and perform such tests, inspections, studies or other evaluations of the Property as FSU may deem necessary (the “**Inspections**”). The City authorizes FSU to consult with the City's attorneys, engineers, surveyors, employees and other agents pertaining to the Property, and to consult those governmental agencies having jurisdiction over approvals or permits relating to the Property. FSU may also apply for permits and governmental approvals with respect to the Property at any time after the Effective Date. After the Inspections, FSU shall restore the Property to the condition it was in prior to the entry onto the Property by FSU, its agents, consultants, attorneys, engineers, surveyors or employees. All Inspections shall be conducted at the sole cost and expense of FSU.

(b) Due Diligence Materials. In connection with FSU’s inspection of the Property, the City shall deliver to FSU, within five (5) business days after the Effective Date, copies of the following information and documentation about the Property to the extent the same is in the City’s possession or control (collectively, the “**Due Diligence Materials**”): (i) all current licenses, permits, development orders, development agreements, authorizations and approvals, if any, issued or approved by any governmental authorities having jurisdiction over the Property; (ii) all environmental reports, “closure” letters and “no further action” letters and property condition reports; (iii) all notices of code violations or pleadings filed in lawsuits affecting the Property; (iv) all information regarding the real estate taxes and assessments levied against the Property and all information regarding the contesting of real estate taxes and assessments; (v) all information regarding taxes on the Personal Property; (vi) all documentation related to any existing or prior liens and mortgages; (vii) all correspondence with state or county authorities regarding the Property; (viii) all letters of concurrency; (ix) all documentation or correspondence regarding wetlands delineation; (x) all correspondence with the Department of Environmental Protection, the Army Corps of Engineers, and the U.S. Fish and Wildlife Service regarding the Property; (xi) all documentation related to any easements, restrictions, or current or contingent obligations of the City that may affect title to all or any portion of the Property; (xii) all surveys of the Property and all title insurance policies insuring title to the Property or any portion thereof; (xiii) all leases associated with the Property; (xiv) all information regarding pending and existing litigation involving the Property or any tenant or subtenant occupying the Property of which the City is aware; and (xv) information on any claims against it with respect to matters involving the Property or any tenant or subtenant occupying the Property.

(c) Termination. At any time during the Inspection Period, FSU may elect and shall have the absolute and unqualified right to terminate this Agreement in FSU’s sole discretion, for any reason whatsoever, by giving written notice of such termination to the City within the Inspection Period. If FSU terminates this Agreement during the Inspection Period, then the Deposit shall be refunded to FSU immediately after Escrow Agent receives a copy of such termination notice, and the Parties shall thereafter be relieved of all further obligations not specifically surviving termination under this Agreement.

(d) Amended and Restated Development Agreement. TMH, Southeast Community Health Services, Inc., Tallahassee Memorial Health Ventures, Inc., and

Tallahassee Memorial Healthcare Foundation, Inc. and the City are parties to that certain Amended and Restated Development Agreement for Tallahassee Memorial HealthCare's Regional Medical Campus dated May 25, 2016, and recorded in Official Records Book 4939, Page 364 of the Public Records of Leon County, Florida (the “**ARDA**”). The Real Property constitutes a portion of the property included within the ARDA. The City agrees to fully cooperate with FSU in having the ARDA amended or amended and restated (i) to include FSU as a party to the ARDA, (ii) to contemplate and accommodate the rights and interests of FSU as the new owner of the Real Property, (iii) to facilitate FSU in completing its obligations, goals and objectives which pertain to the creation of an Academic Health Center, including all obligations of FSU set forth in the Use and Restriction Agreement and (iv) to incorporate all of the elements needed to establish an Academic Health Center. The City also agrees to reasonably cooperate with FSU with respect to the issuance of permits and governmental approvals for the use, development, subdivision, platting and re-platting of the Property, subject to applicable City ordinances. Notwithstanding anything to the contrary, the Parties understand and agree that future permitting will be handled by FSU pursuant to Chapter 1013, Florida Statutes, and Subsection 553.80(6), Florida Statutes, as amended from time to time. This subsection shall be included in the Use and Restriction Agreement.

(e) Easements. In implementing its plans for the Property, FSU may require certain easements from the City. The City agrees to reasonably cooperate with FSU in granting such easements to FSU. FSU agrees to reasonably cooperate with the City in granting easements such as utility easements to the City with respect to existing City utilities, including electric, water and sewer lines, located on the Property.

6. Title Commitment and Survey.

(a) Title. Within **fifteen (15) days** after the Effective Date, FSU shall obtain at FSU's sole cost and expense, an owner's title insurance commitment from a licensed title insurance company selected by FSU (the “**Title Insurer**”) through Escrow Agent, which commits to insure FSU's fee simple title to the Property in the amount of the Total Payment Sum (the “**Commitment**”). The Commitment shall show in the City good and marketable title to the Property, free and clear of all liens, mortgages and encumbrances, except those matters not objected to by FSU pursuant to Subsection 6.(c) below (the “**Permitted Exceptions**”). FSU shall also be entitled to obtain title insurance for the Personal Property and the City agrees to reasonably cooperate with FSU and the applicable title company with respect to the issuance of such title insurance. Escrow Agent shall serve as the title agent and closing agent for the transaction contemplated by this Agreement.

(b) Survey. Within **thirty (30) days** after the Effective Date, FSU may obtain at FSU's sole cost and expense, a survey or surveys of the Property prepared by a licensed Florida land surveyor or multiple licensed Florida land surveyors (collectively referred to herein as the “**Survey**”). The Survey shall be certified to FSU, the Title Insurer and the applicable title agent, if any. As an alternative to obtaining the Survey within the thirty (30) day time frame specified above, FSU may also choose to obtain the Survey within one hundred eighty (180) days following the Closing. If FSU chooses this post-closing option,

then upon the receipt of the Survey, FSU shall have fifteen (15) days to examine it and to notify the City of any defects in title to the Property which are reflected on the Survey (the “**Post-Closing Survey Title Defects**”). The City shall use reasonable efforts to remedy or remove the Post-Closing Survey Title Defects, which may include the expenditure of funds, and agrees to resolve the Post-Closing Survey Title Defects within ninety (90) days after receipt of the notice of Post-Closing Survey Title Defects. One way the City could possibly resolve a title issue would be through the execution of a Corrective Special Warranty Deed in favor of FSU, which contains a current and correct description of the Property or a portion of the Property. The current and correct description must be provided by a licensed Florida land surveyor. An alternative option, and if acceptable to FSU, would be for the City to execute a Quit Claim Deed thereby ensuring that FSU receives title to all of the Property intended to be conveyed by this Agreement. The City agrees to provide the aforementioned Corrective Special Warranty Deed or Quit Claim Deed, or both, if requested by FSU.

(c) Objections. FSU shall have **fifteen (15) days** after receipt of the Commitment and the Survey, whichever is received later, to examine them and to notify the City of any defects in title to the Property (the “**Title Defects**”). The aforementioned reference to the Survey applies to a Survey received prior to Closing. The City shall use reasonable efforts to remedy or remove the Title Defects. The City shall have the same obligation to cure encumbrances created after the date hereof that are not Permitted Exceptions. The City-TMH Lease Agreement is specifically agreed to be a Permitted Exception. If the City is unable to remedy or remove all of the Title Defects, the City shall give notice thereof to FSU (the “**As-Is Notice**”) no later than thirty (30) days after receipt of notice of the Title Defects. FSU shall then have the option of either: (i) taking title as it then exists without reduction in the Total Payment Sum, or (ii) providing notice to the City within ten (10) business days after receipt of the As-Is Notice of FSU’s election to terminate this Agreement, whereupon the Deposit shall be refunded to FSU immediately after Escrow Agent receives a copy of such termination notice, and the Parties shall thereafter be relieved of all further obligations not specifically surviving termination under this Agreement.

7. Representations and Covenants of the City.

(a) The City hereby represents and covenants to FSU as follows:

(i) The City is the sole owner in fee simple of the Property.

(ii) The Property is free and clear of all liens, mortgages, taxes, encumbrances and claims of every kind, nature and description whatsoever, other than security interests solely with respect to the Personal Property granted by TMH and/or the City.

(iii) This Agreement and all documents related thereto when executed by FSU and the City will be legal, valid and binding obligations of the City, and do not violate any agreement or judicial order to which the City is a party or to which the City or the City’s interest in the Property is subject or governed by and further do not violate any applicable law, ordinance, charter, rule, regulation or policy.

(iv) Neither the execution and the delivery of this Agreement, nor the consummation of the transfer and conveyance contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement conflict with or will result in the breach of any of the terms, conditions, or provisions of any agreement or instrument to which the City is a party or by which the City or any of the City's assets are bound, which would prevent or impede the transfer and conveyance contemplated hereby or which would adversely affect FSU or the Property after the consummation of the transfer and conveyance contemplated hereby.

(v) The City has not received any written notice of, and has no knowledge of, any pending or contemplated condemnation, eminent domain or similar proceeding with respect to all or any portion of the Property.

(vi) To the knowledge of the City, all taxes relating to the Property have been paid, there are no special assessments with respect to the Property that are due and payable, and there are no pending special assessments relating to the Property. Attached hereto as **Exhibit "E"** are true and correct copies of the tax bills for the Property for the last tax year.

(vii) To the knowledge of the City, there is no action, suit or proceeding pending against or affecting the City's interest in the Property, or arising out of the ownership, lease, management or operation of the Property, this Agreement or the transactions contemplated hereby, and the City has received no writing advising of any such action, suit or proceeding.

(viii) The conveyance of the Property to FSU does not violate the City-TMH Lease Agreement and there are no other agreements between the City and TMH related to the Property other than the City-TMH Lease Agreement that have not been disclosed in writing to FSU during the Inspection Period.

(ix) To the knowledge of the City, (i) no Hazardous Substances are or have been present on the Property in violation of any Environmental Laws, or that may adversely affect the Property or adversely affect or limit any use thereof or that may support a claim or cause of action under the common law or under any Environmental Laws for cleanup, damages, or other relief, (ii) the Property does not contain any asbestos (regardless of whether in violation of any Environmental Laws), and (iii) the Property does not and has not contained any underground storage tanks.

(x) The City has not conducted or authorized the generation, transportation, storage, treatment, handling or disposal of any Hazardous Substance at the Property. The City has not received any notice, and has no actual knowledge, of the presence, release, threat of release, placement on or in the Property, or the generation, transportation, storage, treatment, handling or disposal at the Property, of any Hazardous Substance in violation of any Environmental Laws.

(xi) Attached hereto as **Exhibit “F”** is a list of all current effective licenses, permits and development agreements in the City’s possession which pertain to the Property. The City is unaware of any action to cancel, suspend or modify any such permit, license or other approval which pertain to the development, occupancy, operation, maintenance or ownership of the Property.

(b) The City hereby covenants to FSU, upon which covenants FSU has relied and will continue to rely, that from the Effective Date through and including the Closing Date:

(i) Subject to the provisions hereof, the City shall continue to cause the operation of the Property pursuant to the City-TMH Lease Agreement in the ordinary course of business performing such activities that would maintain and enhance the value of the Property and that would not change the structure of the Property or change the nature of the transaction contemplated by this Agreement. The City will not subject the Property to any liens, encumbrances, covenants, conditions, easements, rights of way or similar matters or modify, extend, renew, replace or otherwise change any of the terms, covenants or conditions of existing agreements, or enter into any new agreements, affecting the Property without the prior written consent of FSU.

(ii) The City shall comply with all statutes, ordinances, regulations, orders or other laws with respect to the Property.

(iii) The City shall notify FSU promptly after being served with respect to any lawsuits, condemnation proceedings, rezoning, or other governmental order or action affecting the Property or involving this Agreement, and shall notify FSU promptly after any threat thereof becomes actually known to the City.

(iv) The City shall provide FSU with copies of any correspondence it receives from TMH with respect to the City-TMH Lease Agreement within two (2) business days of the City receiving any such correspondence.

(c) At Closing, the City shall execute and deliver to FSU a certificate (the **“Closing Certificate”**) certifying that the representations and covenants set forth by the City in this Agreement are true and correct as of Closing, except as may be otherwise set forth in the Closing Certificate.

(d) All of the foregoing representations and covenants of the City shall survive the Closing and delivery of the Special Warranty Deed (defined below).

(e) References in this Agreement to the “knowledge of the City” or to “the City’s actual knowledge” or similar phrases shall mean the actual knowledge, or in other words, direct and clear knowledge, as distinguished from constructive knowledge.

8. Closing. The closing of the transfer and conveyance contemplated by this Agreement (the “**Closing**”) shall take place within **sixty (60) days** after the end of the Inspection Period, or such day prior thereto as may be mutually agreed to by FSU and the City, which day is herein referred to as the “**Closing Date**”. The documents identified below which the City and FSU will sign at Closing are collectively referred to as the “**Closing Documents**” and individually referred to as a “**Closing Document**”.

(a) On or before the Closing Date, the City shall execute and deliver to FSU the following documents:

(i) The Closing Statement prepared by Escrow Agent.

(ii) A special warranty deed conveying fee simple title to the Real Property to FSU subject only to the Permitted Exceptions and in the form agreed to by the Parties during the Inspection Period (the “**Special Warranty Deed**”).

(iii) Assignment of Lease Agreement transferring and assigning the City-TMH Lease Agreement and any other applicable lease agreements to FSU in the form agreed to by the Parties during the Inspection Period (the “**Assignment of Lease Agreement**”).

(iv) A bill of sale with a quitclaim format conveying title to the Personal Property to FSU in the form agreed to by the Parties during the Inspection Period (the “**Bill of Sale**”).

(v) An assignment of the Intangible Property in the form agreed to by the Parties during the Inspection Period (the “**Assignment of Intangible Property**”).

(vi) Such documents of the City which authorize the transfer and conveyance of the Property to FSU and the execution of all Closing Documents by the City as are reasonably required by the Title Insurer and FSU.

(vii) The Use and Restriction Agreement in the form agreed to by the Parties during the Inspection Period.

(viii) Title, possession and lien affidavit (“**Owner's Affidavit**”) of the City sufficient in form and content to cause the Title Insurer to eliminate any exception for mechanics liens, parties in possession and the “gap” at Closing. The form of the Owner's Affidavit shall be agreed to during the Inspection Period.

(ix) An affidavit sufficient to comply with the non-foreign affidavit exemption to the withholding requirement of Section 1445 of the Internal Revenue Code.

(x) At the request of FSU, a quit claim deed utilizing a legal description drawn from the Survey or provided by the Title Company, if different from the legal description attached to this Agreement as an exhibit.

(xi) The Closing Certificate in the form agreed to by the Parties during the Inspection Period.

(xii) Estoppel Certificate pertaining to the City-TMH Lease Agreement and any other applicable lease agreements for the benefit of FSU in the form agreed to by the Parties during the Inspection Period (the “**City Estoppel Certificate**”).

(xiii) Any and all other documentation as may be reasonably required to consummate the transactions contemplated in this Agreement.

(b) On or before the Closing Date, FSU shall execute and deliver to the City the following documents:

(i) Such documents as are necessary to fully authorize the acquisition of the Property by FSU and the execution of all Closing Documents.

(ii) The Closing Statement prepared by Escrow Agent.

(iii) Assignment of Lease Agreement, as noted above, in the form agreed to by the Parties during the Inspection Period.

(iv) Assignment of Intangible Property, as noted above, in the form agreed to by the Parties during the Inspection Period.

(v) Use and Restriction Agreement, as noted above, in the form agreed to by the Parties during the Inspection Period.

(vi) Any and all other documentation as may be reasonably required to consummate the transactions contemplated in this Agreement.

(c) The Closing and delivery of all such documents shall take place at the office of Escrow Agent or at such other place as may be mutually agreed to by the Parties.

(d) The City shall deliver possession of the Property to FSU at Closing subject to the City-TMH Lease Agreement, which simultaneous with the Closing, is intended to be amended and restated by FSU and TMH pursuant to terms focused in part on the establishment of an Academic Health Center, such amended and restated instrument previously being identified herein as the FSU-TMH Amended and Restated Lease.

9. Closing Costs. FSU shall pay for (i) the costs to record the Special Warranty Deed, Use and Restriction Agreement and Assignment of Intangible Property; (ii) the Commitment and corresponding owner’s title insurance policy premium; (iii) the municipal

lien and permit searches; (iv) the Survey; and (v) FSU's attorneys' fees. The City shall pay for (i) the documentary stamp tax on the Special Warranty Deed (if any); and (ii) the City's attorneys' fees. FSU and the City shall equally split the cost of any closing fees and escrow fees charged by the Escrow Agent. Any closing costs not specifically addressed above shall be paid by a Party pursuant to the custom for commercial transactions in Leon County, Florida, or as otherwise agreed among the Parties.

10. Prorations. Closing Date prorations shall be made as of 12:01 A.M. EST on the Closing Date as if FSU was the owner of the Property for the entire day of Closing.

(a) At Closing, the City shall require TMH to satisfy any and all real estate taxes and assessments that are or may become a lien against the Property. If FSU acquires fee title to the Property between January 1 and November 1, and if applicable, the City shall in accordance with Section 196.295, Florida Statutes, place in escrow with the Leon County Tax Collector an amount equal to the current taxes and assessments prorated to the date of transfer based upon the current assessment and millage rates on the Property. If FSU acquires fee title to the Property on or after November 1, and if applicable, the City shall pay to the Leon County Tax Collector an amount equal to the taxes and assessments that are determined to be legally due and payable by the Leon County Tax Collector. All other liens, or expenses that could become a lien, associated with or recorded against the Property which are existing, due, accrued, or pending as of the Closing Date must be paid in full by the City or from the City's proceeds, and satisfied at Closing. If any real estate taxes or assessments are appealed by either Party, then the amount of any refund of real estate taxes or assessments or both relating to the year of Closing shall be prorated among the Parties. The City will be solely entitled to any refund amount relating to periods prior to the year of Closing. FSU will be solely entitled to any refund amount relating to periods following the year of Closing. Each Party will promptly remit to the other Party such refund amount as is owed to the Party following such appeal. To the extent applicable, the process outlined for real estate taxes and assessments shall be applied toward the Personal Property. Otherwise, the standard proration specified in Subsection 10.(b) below shall apply.

(b) All other items of expense for the Property, including but not limited to any utility charges, maintenance charges, and charges under any Permitted Exceptions which are an obligation of the City, will be prorated as of the Closing Date. For any utilities in the name of the City, FSU and the City will cooperate to arrange for final utility readings as close to the Closing Date as possible and the issuance of a final bill to the City, with FSU being designated the billing party in lieu of the City from and after the Closing Date. The City will be entitled to receive and retain any deposits made by the City which are held by utility companies with respect to the Property.

(c) The City will supply the relevant information to Escrow Agent prior to Closing, and the Parties will cooperate in the calculation, review, and finalization of the adjustments and prorations contemplated by this Section 10 for Closing. The prorations, closing costs, and any other credits and adjustments will be reflected on a closing settlement statement prepared by Escrow Agent and executed by FSU and the City for the Closing. If a net amount is owed by the City to FSU pursuant to this Section 10, such amount will be

credited against the Annual Payment Sum at Closing. If a net amount is owed by FSU to the City pursuant to this Section 10, such amount will be paid to the City together with the Annual Payment Sum at Closing.

11. Default.

(a) FSU Default. In the event that prior to Closing, FSU fails to perform any covenant, agreement or obligation hereof as provided herein, or there is any breach or failure of any warranty or representation by FSU, then the City shall provide FSU with written notice of such default and FSU shall have a period of thirty (30) days to cure the subject default. In the event FSU fails to timely cure the subject default, the City shall be entitled to retain the Deposit as full liquidated damages and as the City's sole and exclusive remedy for such default, the Parties hereto acknowledging that it is impossible to estimate or ascertain precisely the damages which might be suffered by the City upon FSU's default, and the Parties shall thereafter be relieved of all further obligations not specifically surviving termination under this Agreement. The City's retention of the Deposit is intended not as a penalty but as full liquidated damages. In the alternative to retaining the Deposit, the City may treat this Agreement as being in full force and effect and seek specific performance. The City hereby waives and releases any right to (and hereby covenants that it shall not) sue FSU to recover actual damages or any other form of damages. If the cure period contemplated above extends past the Closing Date, the Closing Date shall be extended to accommodate the cure.

(b) City Default. In the event that prior to Closing, the City fails to perform any covenant, agreement or obligation hereof as provided herein, or there is any breach or failure of any warranty or representation by the City, or if the qualifications set forth in the Closing Certificate are materially adverse for FSU, then FSU shall provide the City with written notice of such default and the City shall have a period of thirty (30) days to cure the subject default. In the event the City fails to timely cure the subject default, FSU may (i) treat this Agreement as terminated, and the Deposit shall be returned immediately to FSU and the Parties shall thereafter be relieved of all further obligations not specifically surviving termination under this Agreement, or (ii) treat this Agreement as being in full force and effect with a right to an action for specific performance. If the cure period contemplated above extends past the Closing Date, the Closing Date shall be extended to accommodate the cure.

(c) Post-Closing.

(i) In the event that subsequent to Closing, and except as otherwise provided in this Agreement or in a Closing Document, FSU or the City breaches or fails to perform any covenant, agreement or obligation provided in this Agreement, then FSU and the City shall have all rights and remedies available at law or in equity, including the right of injunctive relief, damages and the right to action for specific enforcement as to such breach or failure to perform. In the event this Subsection 11.(c) conflicts with any other provision in this Agreement, then the other provision of this Agreement shall control and in the event this Subsection 11.(c) conflicts with

any provision in a Closing Document, then the Closing Document shall control.

(ii) Following Closing and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, to the extent allowed by the laws of Florida, and solely from legally available non-ad valorem revenues, the City hereby agrees to indemnify, defend, save, and hold harmless FSU from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional or negligent act or occurrence, omission, or commission of the City, its agents, or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify FSU for its own negligence. However, nothing shall constitute a waiver by the City of its sovereign immunity. The liability of the City, as set forth in this paragraph, is intended to be consistent with limitations of state law, including the state's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes, and no obligation imposed hereby shall be deemed to alter said waiver or to extend the liability of the City beyond such limits. In addition, the Parties agree that any damages suffered by FSU resulting from actions on, about or with respect to the Property occurring either before or after the transfer thereof by the City shall be the responsibility of TMH, and the City by virtue of its assignment of its rights under the City-TMH Lease Agreement hereby specifically assigns its rights to indemnification under the City-TMH Lease Agreement in that regard to FSU, while also retaining such rights to the limited extent of recovering from TMH any damages suffered by the City from third-party actions.

(iii) The terms of this Subsection 11.(c) shall survive the Closing and delivery of the Special Warranty Deed.

12. Conditions to the City's Obligations To Close. The City shall not be obligated to proceed with the Closing, or make a tender of the instruments and documents required to be delivered by the City on the Closing Date, unless and until each of the following conditions has been fulfilled or waived in writing by the City:

(a) FSU shall be prepared to pay the balance of the first Annual Payment Sum, after a credit for the Deposit held by Escrow Agent, and any increase or decrease by prorations and other adjustments if any, on the Closing Date as provided in this Agreement;

(b) FSU shall be prepared to deliver, or cause to be delivered to the City all instruments and documents to be delivered to the City on or before the Closing Date; and

(c) FSU and TMH shall have agreed upon a final version of the FSU-TMH Amended and Restated Lease, provided, that if FSU and TMH have not agreed upon a final version of the FSU-TMH Amended and Restated Lease by April 1, 2026, this condition shall no longer be applicable and automatically removed as an obligation to close.

13. Conditions to FSU's Obligations to Close. FSU shall not be obligated to proceed with the Closing, or make a tender of the items required to be delivered by FSU on

the Closing Date, unless and until each of the following conditions has been fulfilled or waived in writing by FSU:

(a) Marketable, fee simple title to the Property shall be tendered to FSU at Closing in accordance with the provisions of this Agreement;

(b) The City shall be prepared to deliver, or cause to be delivered to FSU all instruments and documents to be delivered to FSU on or before the Closing Date;

(c) The representations and warranties of the City (without regard to any limitations as to knowledge) shall be true and correct in all material respects on the Closing Date;

(d) Receipt of an Estoppel Certificate provided by TMH for the benefit of FSU pertaining to the City-TMH Lease Agreement which is reasonably acceptable to FSU;

(e) FSU and TMH shall have agreed upon a final version of the FSU-TMH Amended and Restated Lease;

(f) There shall be no pending or existing litigation, including matters on appeal, involving the transfer and conveyance of the Property;

(g) FSU has received all approvals required by applicable laws, rules and regulations; and

(h) An opinion of bond counsel to the City and TMH addressed to FSU to the effect that: (i) no consents are required under the City Bond Obligations from any party other than the City in connection with the completion of the transfer and conveyance of the Property to FSU in accordance with the terms hereof; and (ii) if consummated, such transfer and conveyance would not cause a default or acceleration under the terms of the City Bond Obligations.

14. Damage, Destruction and Condemnation. The risk of any casualty to or loss of the Property occurring prior to Closing shall be completely borne by the City. Notwithstanding the foregoing, if prior to the Closing Date, all or any portion of the Property or access thereto shall be damaged by fire or other casualty or taken by public authority, or notice of such proposed taking be given (the “**Casualty**”), then the City shall provide immediate written notice thereof to FSU. FSU shall then have the option to either (i) consummate the transfer and conveyance contemplated by this Agreement without a reduction in the Total Payment Sum for the Casualty, and have assigned to it by the City all claims and rights of recovery for the Casualty, or (ii) terminate this Agreement by giving written notice of such termination to the City within **fifteen (15) days** after receipt of the City's notice of the Casualty, whereupon the Deposit shall be refunded to FSU immediately after Escrow Agent receives a copy of such termination notice, and the Parties shall thereafter be relieved of all further obligations not specifically surviving termination under

this Agreement. The Closing Date shall be extended if necessary to accommodate this notice period.

15. Broker. The City and FSU agree that there is no real estate brokerage commission, finder's fee or other similar charge due in connection with the transaction contemplated by this Agreement or the Closing of the Property.

16. Assignment. FSU may assign its rights, duties and obligations under this Agreement upon receiving the prior written consent of the City. Upon such assignment, FSU shall be fully released from its obligations under this Agreement.

17. Survival. Unless otherwise expressly provided in this Agreement or a Closing Document, the terms, covenants, conditions, indemnities, representations, warranties, disclaimers and agreements of this Agreement shall survive and remain enforceable after the Closing Date and delivery of the Special Warranty Deed.

18. Notices. Any notice, demand, consent, authorization, request, approval or other communication that any Party is required, or may desire, to give to or make upon the other Party pursuant to this Agreement shall be effective and valid only if in writing, signed by the Party giving notice and personally delivered, sent by express 24-hour guaranteed courier or delivery service, sent by certified mail of the United States Postal Service, postage prepaid and return receipt requested, or sent by email and addressed to the other Party as follows (or to such other place as any party may specify by giving notice to the others):

To the City:

City of Tallahassee
Attention: Reese Goad
300 South Adams Street
Tallahassee, FL 32301
Telephone No.: (850) 891-8200
Email: reese.goad@talgov.com

To FSU:

The Florida State University Board of Trustees
Attention: Kyle Clark
222 S. Copeland Street
408 Westcott Building
Tallahassee, FL 32306
Telephone No.: (850) 644-4444
Email: kyle.clark@fsu.edu

With a copy to the City's Attorneys:

City of Tallahassee
Attention: Amy Toman
300 South Adams Street
Tallahassee, FL 32301
Telephone No.: (850) 891-8554
Email: amy.toman@talgov.com

With a copy to FSU's Attorneys:

The Florida State University
Office of the General Counsel
Attention: Dustin Dailey
222 S. Copeland Street
424 Westcott Building
Tallahassee, Florida 32306
Telephone No.: (850) 644-6252
Email: dndailey@fsu.edu

and

and

Nabors Giblin & Nickerson, P.A.
Attention: Mark T. Mustian
1500 Mahan Drive, Suite 200
Tallahassee, FL 32308
Telephone No.: (850) 224-4070
Email: mmustian@ngn-tally.com

Akerman LLP
Attention: Bruce Wiener
201 E. Park Avenue, Suite 300
Tallahassee, Florida 32301
Telephone No.: (850) 224-9634
Email: bruce.wiener@akerman.com

**With a copy to:
To Escrow Agent:**

First American Title Insurance Company
Attention: Yessie A. Gonzalez
2121 Ponce de Leon Boulevard, Suite 710
Coral Gables, Florida 33134
Telephone No.: (305) 908-6253
Email: yegonzalez@firstam.com

Each such notice or communication shall be conclusively deemed to have been given to or served upon the Party to which addressed as follows: (i) on the date the same is delivered, if personally delivered; (ii) on the date it is sent by email; (iii) on the day after it is deposited with a courier service guaranteeing overnight delivery; or (iv) two days after deposit in the United States registered or certified mail, return receipt requested, postage prepaid, properly addressed in the manner above provided. If delivery is not accepted as to any of the above delivery options, notice shall be deemed given on the date of such non-acceptance. Any Party referenced above may change its address for the service of notice hereunder by delivering written notice of said change to the other parties hereunder, in the manner above specified, ten (10) days prior to the effective date of said change. **All notices contemplated in this Agreement may be provided by the attorneys for FSU and the City.**

19. Escrow Agent. Escrow Agent accepts its appointment hereunder, subject to the conditions set forth below. Escrow Agent shall at all times be authorized to deliver the Deposit in accordance with the terms of this Agreement or pursuant to written instructions executed by both the City and FSU. At Closing, the Escrow Agent shall remit the Deposit to the City, and FSU shall receive a credit against the Annual Payment Sum in the amount of the Deposit. Unless otherwise specified in this Agreement, in the event that Escrow Agent receives a written claim of default or entitlement to the Deposit, by either FSU or the City against the other, Escrow Agent shall not release the Deposit from escrow unless and until Escrow Agent receives either joint written instructions from the City and FSU as to the proper delivery of the Deposit or direction from a court of competent jurisdiction as to the party entitled to receipt of the Deposit. Escrow Agent shall be authorized to file an action in interpleader to determine the party entitled to the Deposit, and the party not entitled to the Deposit, as determined by such proceeding, shall pay for Escrow Agent's legal fees, costs and expenses associated with such proceeding. Escrow Agent may act in reliance upon any writing, instrument or signature that it in good faith believes to be genuine and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be

liable in any manner for the sufficiency or correctness as to form, manner or execution or validity of any instrument deposited in this escrow nor for the identity, authority or right of any persons executing the same; and its duties hereunder shall be limited to the safekeeping and disposition of the Deposit in accordance with this Agreement.

20. Force Majeure.

(a) No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by or results from events or circumstances beyond the control of the impacted party (“**Impacted Party**”), including, without limitation, the following force majeure events (“**Force Majeure Events**”): (i) acts of God; (ii) floods, fires, earthquakes, hurricanes, tropical storms, sinkholes, or other severe weather or catastrophic events; (iii) epidemics, pandemics, quarantines, declaration of emergency, or any related government directives or emergency orders; (iv) explosions; (v) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riots, or other civil unrest; (vi) cyber attacks; (vii) government order, law, or actions; (viii) government shutdowns or closures; (ix) embargoes, or blockades in effect on or after the Effective Date; (x) national or regional emergencies; (xi) strikes, labor disputes, labor stoppages or slowdowns, or other work-related disturbances; (xii) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; (xiii) orders, injunctions, stays, writs, moratoria, procurement protests, bid challenges, or similar proceedings; (xiv) laws, regulations, executive orders, policies, or ordinances; (xv) delay in obtaining or inability to obtain any governmental approval, consent, or permit from the City (if such permit approval is unreasonably withheld or not processed in ordinary fashion); (xvi) action of a tenant limiting reasonable access or entry necessary to complete proposed improvements; (xvii) shortages or failure of supply of materials, labor, fuel, power, equipment, supplies or transportation; (xviii) a default under any of the City Bond Obligations; and (xix) any other events or circumstances beyond the control of the Impacted Party whether or not similar to the events and circumstances listed in this paragraph.

(b) The Impacted Party shall give notice within fifteen (15) days after a Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue, or if reasonably unknown, an estimated period of time. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that, prior to the Closing, the Impacted Party's failure or delay remains uncured for a period of two (2) consecutive years following written notice given by it under this Section 20, either Party may thereafter terminate this Agreement upon fifteen (15) days' written notice. Upon such termination, the Deposit shall be refunded to FSU immediately after Escrow Agent receives a copy of such termination notice, and the Parties shall thereafter be relieved of all further obligations not specifically surviving termination under this Agreement. In the event that,

after the Closing, the Impacted Party's failure or delay remains outstanding for a period of eighteen (18) consecutive months following written notice of it under this Section 20, either Party may seek relief under Section 3 and Sections 24 and 25.

(c) Upon request from the other Party, the Impacted Party shall furnish reasonable documentation evidencing the existence and duration of the Force Majeure Event and mitigation efforts to the other Party. Any extensions permitted by this Section 20 shall automatically adjust deadlines in this Agreement in order to preserve the Parties' ability to meet those particular deadlines.

(d) With respect to any Force Majeure Events and the related obligations specified in this Section 20, the Parties shall not be obligated to act beyond their lawful authority or to waive sovereign immunity or statutory limitations applicable to the Parties.

(e) Notwithstanding anything to the contrary in this Section 20, if prior to the Closing a Force Majeure Event consists of (i) a final, non-appealable legal prohibition on the contemplated conveyance of the Property, or (ii) a change in law that eliminates the City's authority to convey the Property, then either Party may terminate this Agreement by providing written notice to the other Party. Upon such termination, the Deposit shall be refunded to FSU immediately after Escrow Agent receives a copy of such termination notice, and the Parties shall thereafter be relieved of all further obligations not specifically surviving termination under this Agreement.

21. Public Entities; Liability; and Sovereign Immunity. In recognition that the City is a municipal corporation created under the laws of the State of Florida and FSU is a public body corporate of the State of Florida, the City and FSU agree that nothing contained in this Agreement shall be construed or interpreted as (i) denying the Parties any remedy or defense available under the laws of the State of Florida; (ii) the consent of the Parties or the State of Florida or their agents and agencies to be sued; (iii) an indemnity from either Party or the State of Florida (except to the extent specifically described in subsection 11(c)(ii)); or (iv) a waiver of sovereign immunity beyond the limited waiver provided in section 768.28, Florida Statutes.

22. Termination for Lack of State Funding. In accordance with applicable Florida law, regulations, and Section 255.2502, Florida Statutes, FSU's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.

In other words, in the event the Florida Legislature does not appropriate funds in a sufficient amount for FSU to perform its obligations under this Agreement that are subject to appropriation, or by proviso language prohibits FSU from using appropriated funds to satisfy its obligations under this Agreement that are subject to appropriation, FSU may terminate this Agreement, subject to the provisions of Subsection 3.(f) hereof.

In order to avoid any doubt or confusion, it is the parties' understanding and intent that: (i) the obligations under Sections 4(c) and 4(d) hereof will be satisfied from non-

appropriated funds to the extent appropriated funds are not available or appropriate; and (ii) other payment obligations under this Agreement, e.g. Section 4(e), are expected to be satisfied from appropriated and other funds.

The language above is merely intended to clarify the source of funds used for the different payment obligations under this Agreement and it is not intended to amend, supplement, or waive the operative language required by Section 255.2502, Florida Statutes.

In the event a court of competent jurisdiction holds the language of this Section 22 in violation of Section 255.2502, Florida Statutes, then this Section 22 shall be automatically and immediately, without further action by any party of any nature, amended to read only, "The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature."

23. Public Records. This Agreement is subject to the Public Records Law of the State of Florida, Chapter 119, Florida Statutes. The Parties agree and acknowledge that any books, documents, records, correspondence or other information kept or obtained by the Parties, or furnished by the Parties, in connection with this Agreement, and any related records, are public records subject to inspection and copying by members of the public to the extent specified in applicable public records law, including Chapter 119, Florida Statutes.

24. Dispute Resolution Process for Use and Restriction Agreement.

(a) Disputes. Any dispute, difference or disagreement (each, a "**Dispute**") between the Parties arising under, out of or in connection with or relating to this Agreement or the Use and Restriction Agreement, except those with respect to the legal validity of the Transfer of Assets Agreement may be referred to the Parties' designated senior representatives (the "**Senior Representatives**") as described below. If there is no timely resolution from the referral to the designated senior representatives, the Dispute may be referred to the dispute resolution panel described below if it is related to Subsections 3.(a), (b), (c) or 4.(d) above. Both Parties shall cooperate fully with the procedural actions and timelines provided in this Section 24, Dispute Resolution processes.

(b) Senior Representatives.

(i) Referral. In the event of a Dispute, either Party may refer such for resolution to designated Senior Representatives, by providing notice in accordance with the notice provisions of this Agreement to the other Party.

(ii) Designation. Upon the referral of a Dispute, each Party shall designate a Senior Representative who shall, in good faith, use all reasonable efforts to resolve the Dispute. The Parties' Senior Representatives shall meet in-person or virtually and engage in such efforts for a period of sixty (60) days, unless the Dispute is resolved earlier, or the Parties agree in writing to extend this resolution period.

(iii) Resolution. If the Parties succeed in resolving a Dispute through their Senior Representatives, they shall memorialize the resolution in writing and promptly perform their respective obligations in accordance therewith. If the Parties are unable to come to a resolution within the sixty (60) days, or otherwise agreed upon timeframe, either Party may refer the Dispute to a dispute resolution panel pursuant to subparagraph (c) below.

(c) Dispute Resolution Panel.

(i) Referral. If the Dispute is not resolved by the Senior Representatives in accordance with Subsection 24.(b), either Party may refer the Dispute to a dispute resolution panel within thirty (30) days following the expiration of the sixty (60) day resolution period immediately above in accordance with this Agreement by providing notice of such to the other Party in accordance with the notice provisions of this Agreement.

(ii) The Panel. Each dispute resolution panel (“**Panel**”) shall consist of three persons who are qualified and experienced in dispute resolution and are independent of the Parties and impartial. No later than thirty (30) days after a Party has referred a Dispute to a Panel, each Party shall appoint one Person as a member of that Panel (each, an “**Initial Panel Member**”). Such Panel shall, unless otherwise specified in an opinion of counsel to the City, be subject to the provisions of Chapter 286, Florida Statutes, as amended from time to time. The Initial Panel Members shall by mutual agreement appoint another person to be the “**Chairperson**” of the Panel, no later than fifteen (15) days after the appointment of the last Initial Panel Member. If either Party fails to timely appoint an Initial Panel Member, or if the Initial Panel Members fail to timely agree on the appointment of the Chairperson, either Party may request that the International Institute for Conflict Prevention and Resolution or equivalent organization if no longer in existence appoint the relevant Initial Panel Member or Chairperson. In the event of death, resignation, or inability or refusal to act by any member of a Panel, a new Panel member shall be appointed by the entity who appointed the original member. The Panels shall not be deemed arbitrators but shall render their decisions as experts.

(iii) Records. Upon the appointment of the Chairperson, the referring Party shall provide the Chairperson a copy of the original referral notice to the Senior Representatives and the referral notice provided to the Panel. Each Party may, within fourteen (14) days after the appointment of the Chairperson, deliver to the Chairperson: (i) a concise summary of the nature and background of the Dispute, the facts relevant to the Dispute, and the issues to be decided; (ii) a statement of the relief which the referring Party is seeking; and (iii) a file of copy correspondence, reports and such other documents to which the Party wishes to refer or upon which it relies. Each Party shall promptly deliver such other information as the applicable Panel may from time to time reasonably require for the purposes of resolving the Dispute.

(iv) Legality of Agreement. The Panel shall not make any determinations relating to the legal validity of this Agreement or the Use and Restriction Agreement.

(v) Fees. The fees and expenses payable to the members of each Panel shall be agreed by the Parties. Responsibility for the fees of the Panel members shall be determined by the Panel and shall be aligned with the determination of the Dispute by the Panel.

(vi) Procedures. Each Panel shall fix its own rules of procedure and shall notify the Parties of such rules; provided, that each Panel shall have the following powers and duties.

(1) The Chairperson shall decide whether to convene a hearing or otherwise to take oral evidence or whether the Panel shall determine the Dispute based solely on the submissions provided by the Parties pursuant to Section 24.(c).

(2) The Chairperson may order the evidence of a witness to be presented in written form by way of a signed statement and may require copies of drawings, certificates, specifications, reports studies, written information, any other document, or data in any form from either Party.

(3) The Chairperson shall fix the date, time, and place of any hearing (which shall be in the City of Tallahassee, Florida) before such Panel and the rules of procedure of the hearing and shall require the attendance of the Parties. Each Party may appear before such Panel accompanied by or represented by legal, technical or financial consultants.

(4) In determining any Dispute referred to it, each Panel shall act fairly and impartially as between the Parties, shall afford each Party a reasonable opportunity to present its case and respond to the case of the other Party, and shall adopt procedures appropriate to the circumstances of the particular case avoiding unnecessary delay, so as to provide a fair and expeditious means for determination of the Dispute.

(5) The decision of a Panel shall be final when a simple majority of members agree. Each Panel shall render its final decision and notify the Parties in writing of its decision and the reasons for such decision within sixty (60) days after the appointment of the applicable Chairperson or such other period of time as the Parties may agree. If a Panel fails to render a decision within the 60-day or other mutually agreed period, such Panel shall be deemed to have failed to reach a decision in the matter and any decision of such Panel notified to the Parties after such period shall be ineffective. Immediately upon expiry of such period, or otherwise upon the delivery of final decisions by the Panel that considered the Dispute, either Party may refer the Dispute to court proceedings in accordance with Section 25 below.

Either Party may introduce the final decision of a Panel as evidence in a court proceeding instituted in accordance with Section 25 below. Provided, however, a decision of a Panel shall not be binding on either Party and shall not be binding with respect to any court proceeding. Additionally, there shall be no presumption of correctness as to the decision.

(6) Each Panel shall state in its decision whether such decision is a unanimous decision of the Panel. If the decision is not unanimous, the dissenting member may provide reasons for such dissenting opinion.

(vii) Dissolution. Following the 60-days, or other mutually agreed period referred to in this Section 24.C.(vi)(5) above, the Parties may dissolve the Panel by mutual agreement. The Parties may constitute a new Panel at any time thereafter upon a new Dispute or if the dissolved Panel did not timely render a decision with respect to the existing Dispute.

(d) Settlement. The Parties shall not be precluded from attempting to reach an amicable settlement at any time, provided, that any such efforts to reach a settlement shall not have the effect of suspending the process described in this Section 24 (the “**Dispute Resolution Process**”) or any time limits set out under this Section 24, unless agreed otherwise in writing by the Parties, prior to a decision of the relevant Dispute.

25. Court Proceedings Provision for Use and Restriction Agreement.

(a) The Parties may bring an action exclusively in the state courts of the Second Judicial Circuit in and for Leon County, Florida, based on the following:

(i) The Dispute is not timely resolved among the designated Senior Representatives and no Party elects to refer such to a Panel;

(ii) The Dispute is not eligible for referral to a Panel in accordance with this Agreement;

(iii) A Panel does not timely issue a final decision; or

(iv) A Party elects to dispute a Panel’s final decision.

Each Party hereto hereby irrevocably submits to the exclusive jurisdiction of the state courts of the Second Judicial Circuit in and for Leon County, Florida with regard to any and all Disputes, and irrevocably waives, to the fullest extent permitted by applicable law (i) any objection it may have at any time to the laying of venue of any such action or proceeding in such state courts; (ii) any claim that any such action or proceeding brought in any such state courts has been brought in an inconvenient forum; and (iii) the right to object, with respect to any such action or proceeding that such court does not have any jurisdiction over such Party.

(b) Each Party irrevocably consents to service of process by personal delivery, certified mail, postage prepaid or overnight courier. Nothing in this Agreement shall affect the right of any Party to serve process in any other manner permitted by law. Each Party shall maintain an agent for service of process throughout the term hereof. If any person appointed as process agent hereunder is unable for any reason to so act, the applicable Party or Parties must immediately (and in any event within five business days of such Party gaining knowledge thereof) appoint another process agent on terms acceptable to the other Parties.

(c) A Jury Trial clause similar to that provided in Section 40 below shall be included in the Use and Restriction Agreement.

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

27. Headings. The paragraph headings or captions appearing in this Agreement are for convenience of reference only and are not to be considered in interpreting this Agreement.

28. Binding Effect. All covenants, agreements, warranties, and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

29. Acceptance. In the event this Agreement is not executed by the City or FSU within thirty (30) days after the date first executed, this Agreement shall thereafter be voidable by either Party.

30. Controlling Law and Venue. The laws of the State of Florida shall control the interpretation and construction of this Agreement and the subsequent performance of the terms and conditions hereof. The venue for any litigation under this Agreement shall be as prescribed in Section 25 above.

31. Time. Time is of the essence of this Agreement. If any date referenced herein falls on a Saturday, Sunday, City holiday or federal holiday, then such date automatically is extended to the next business day.

32. Costs and Attorneys' Fees. The Parties shall be responsible for their own legal costs, including attorneys' fees, paralegal fees, legal assistants' fees and costs, which shall include those incurred at trial and on appeal, for any actions taken as a result of failure by any Party to comply with any term of this Agreement or in any way arising out of this Agreement.

33. Waiver. Either FSU or the City may specifically waive any breach of the terms and conditions hereof by the other Party, but no waiver specified in this paragraph shall constitute a continuing waiver of similar or other breaches of the terms and conditions hereof. All remedies, rights, undertakings, obligations, and agreements contained herein shall be cumulative and not mutually exclusive.

34. Severability. If any of the terms and conditions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any of the other terms and conditions of this Agreement, and this Agreement shall thereafter be construed as if such invalid, illegal, or unenforceable terms or conditions had never been contained herein. The foregoing notwithstanding, the specific language of Section 22 above controls over the general application of this Section 34.

35. Electronic Signatures; Counterparts. This Agreement may be executed in several counterparts each of which shall constitute an original, and all of which together shall constitute one and the same instrument. This Agreement shall be deemed fully executed when each Party whose signature is required has signed at least one counterpart, even though a single counterpart does not contain the signatures of all the Parties. To facilitate execution of this Agreement, the Parties may exchange copies of signatures by e-mail or electronic transmission, which copies shall be deemed originals of this Agreement. Portable Document Format (“PDF”) signatures transmitted by e-mail or electronically shall be binding on the Parties. Counterparts executed by DocuSign or similar technology shall be deemed originals for any and all purposes.

36. Further Assurances. Each Party shall, from time to time, execute and deliver such further instruments as the other Party or its counsel may reasonably request to effectuate the intent and purpose of this Agreement. For instance, it is the intent of the Parties for the City to transfer, convey and deliver to FSU all real property and personal property owned by the City and leased to TMH pursuant to the City-TMH Lease Agreement. In the event any of the property intended to be transferred, conveyed and delivered by the City to FSU is not effectively transferred, conveyed and delivered, the Parties agree to reasonably cooperate in order to promptly complete such transfer, conveyance and delivery. The covenants and obligations contained herein shall survive the Closing and delivery of the Special Warranty Deed.

37. Publicity. The Parties anticipate that certain press releases or public statements may be made prior to and following the Closing with respect to the transaction contemplated by this Agreement. As such, each Party agrees to provide the other Party advance notice and a reasonable opportunity to comment or provide input on such press release or public statement prior to issuing a press release or public statement with respect to the transaction contemplated by this Agreement. The terms hereof shall apply before and after Closing. The foregoing does not limit or preclude disclosures made to comply with a Party’s legal or regulatory reporting requirements, including Chapter 119, Florida Statutes. The provisions of this section shall survive any earlier termination of this Agreement or the Closing and delivery of the Special Warranty Deed.

38. No Third Party Beneficiaries. The provisions of this Agreement and of the documents to be executed and delivered at Closing in accordance herewith are and will be for the benefit of the Parties only. Accordingly, only the Parties shall have the right to enforce the provisions of this Agreement or the documents to be executed and delivered at Closing.

39. Lease Reference. If FSU and TMH have not agreed upon a final version of the FSU-TMH Amended and Restated Lease as of the Closing Date and the Closing occurs without having the FSU-TMH Amended and Restated Lease signed contemporaneously with the signing of the Closing Documents, references in this Agreement to the FSU-TMH Amended and Restated Lease, except in Sections 12.(c) and 13.(e), shall be modified to mean and refer to the City-TMH Lease Agreement as applicable given the non-existence of the FSU-TMH Amended and Restated Lease until such time as an FSU-TMH Amended and Restated Lease shall take effect.

40. JURY TRIAL. THE CITY AND FSU HEREBY MUTUALLY KNOWINGLY, WILLINGLY AND VOLUNTARILY WAIVE THE RIGHT TO TRIAL BY JURY, AND NO PARTY SHALL SEEK A JURY TRIAL ON ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEEDING BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED THERETO, OR ANY COURSE OF ACTION, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS RELATING TO THIS TRANSACTION. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY THE PARTIES. THE WAIVER CONTAINED HEREIN IS IRREVOCABLE, CONSTITUTES A KNOWING AND VOLUNTARY WAIVER AND SHALL BE SUBJECT TO NO EXCEPTION. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT.

41. Interpretation and Rules of Construction. The Parties acknowledge that the Parties and their respective counsel participated in the drafting of this Agreement and that any rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation or construction of this Agreement or any exhibits attached hereto or subsequent amendments to this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and the neuter gender shall include all genders.

42. Entire Agreement; Modification. This written Agreement constitutes the entire and complete agreement between the Parties with respect to the subject matter hereof and supersedes any prior oral or written agreements or understandings between the City and FSU or their respective agents or employees with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants, and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the Parties.

43. List of Exhibits. The following exhibits are attached to this Agreement and are incorporated herein by reference:

- Exhibit “A”:** Legal Descriptions of the Land (including list of all Parcel Identification Numbers)
- Exhibit “B”:** Legal description for the land on which the FSU Health Project is located
- Exhibit “B-1”:** Legal description for the land on which the Tallahassee State College Ghazvini Center for Healthcare Education is located
- Exhibit “C”:** FSU-TMH Amended and Restated Lease
- Exhibit “D”:** Payment Schedule
- Exhibit “E”:** Copies of Real Property Tax Bills and Personal Property Tax Bills
- Exhibit “F”:** List of Licenses, Permits and Development Agreements

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates written below their respective names.

CITY:

CITY OF TALLAHASSEE,
a Florida municipal corporation

By: _____
John E. Dailey
Its Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
Amy M. Toman
City Attorney

ATTESTED BY:

James O. Cooke, IV
City Treasurer-Clerk

FSU:

THE FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES, A PUBLIC
BODY CORPORATE OF THE STATE
OF FLORIDA ACTING FOR AND ON
BEHALF OF THE FLORIDA STATE
UNIVERSITY

By: _____
Richard McCullough
Its President

Date: _____

ESCROW AGENT SIGNATURE PAGE

Escrow Agent hereby executes this Agreement to acknowledge its agreement to hold the Deposit in accordance with the provisions of Section 4 and Section 19 hereof.

ESCROW AGENT:

First American Title Insurance Company

By: _____

Yessie A. Gonzalez

Its Director of Florida Escrow Operations

Date: _____

Exhibit "A"

Legal Descriptions of the Land (including list of all Parcel Identification Numbers)

Parcel 1 (Parcel Identification No.: 1130208020000)

Begin at the Southeast corner of Lot 5 of Goodwood Medical Center, a subdivision as per map or plat thereof recorded in Plat Book 3, Page 244 of the Public Records of Leon County, Florida. From said POINT OF BEGINNING run South 76 degrees 29 minutes 39 seconds West 138.47 feet, thence run South 44 degrees 10 minutes 52 seconds West 41.05 feet to the Easterly right-of-way boundary of Hodges Drive, thence leaving said Easterly right-of-way boundary run South 74 degrees 57 minutes 01 seconds West 59.83 feet to the Westerly right-of-way boundary of said Hodges Drive, thence run Southerly along said Westerly right-of-way boundary the following courses: along the arc of a curve concave to the Westerly with a radius of 303.85 feet, through a central angle of 19 degrees 51 minutes 56 seconds for an arc distance of 105.35 feet, chord being South 05 degrees 07 minutes 01 seconds East 104.82 feet, South 04 degrees 47 minutes 14 seconds West 82.32 feet, along the arc of a curve to the left with a radius of 974.28 feet, through a central angle of 12 degrees 07 minutes 50 seconds for an arc distance of 206.27 feet, chord being South 01 degrees 16 minutes 16 seconds East 205.89 feet, South 37 degrees 22 minutes 24 seconds West 41.82 feet to the intersection with the Northerly right-of-way boundary of Miccosukee Road, said point also lying on a curve concave to the Southerly, thence run Southwesterly along said right-of-way boundary and said curve with a radius of 2339.83 feet, through a central angle of 11 degrees 37 minutes 30 seconds, for an arc distance of 474.74 feet, chord being South 68 degrees 43 minutes 48 seconds West 473.92 feet to the intersection with the Easterly right-of-way boundary of Centerville Road, thence run Northerly along said Easterly right-of-way boundary the following courses: North 67 degrees 35 minutes 19 seconds West 26.35 feet along the arc of a curve to the left with a radius of 784.24 feet, through a central angle of 01 degrees 35 minutes 36 seconds for an arc distance of 21.81 feet, chord being North 13 degrees 17 minutes 55 seconds West 21.81 feet, North 75 degrees 54 minutes 17 seconds East 5.00 feet along the arc of a curve concave to the Westerly with a radius of 789.25 feet, through a central angle of 01 degrees 52 minutes 14 seconds for an arc distance of 25.77 feet, chord being North 15 degrees 01 minutes 50 seconds West 25.77 feet, North 15 degrees 57 minutes 57 seconds West 157.39 feet, North 74 degrees 06 minutes 54 seconds East 3.05 feet, North 15 degrees 54 minutes 27 seconds West 151.68 feet along the arc of a curve to the right with a radius of 643.10 feet, through a central angle of 03 degrees 03 minutes 58 seconds for an arc distance of 34.41 feet, chord being North 14 degrees 22 minutes 29 seconds West 34.41 feet, South 77 degrees 07 minutes 41 seconds West 23.24 feet along the arc of a curve concave to the Easterly with a radius of 666.20 feet, through a central angle of 07 degrees 55 minutes 43 seconds for an arc distance of 92.19 feet, chord being North 08 degrees 56 minutes 20 seconds West 92.11 feet, North 85 degrees 01 minutes 32 seconds East 10.00 feet along the arc of a curve concave to the Easterly with a radius of 656.20 feet, through a central angle of 03 degrees 57 minutes 53 seconds for an arc distance of 45.41 feet, chord being North 02 degrees 59 minutes 32 seconds West 45.40 feet, North 44 degrees 52 minutes 05 seconds East 32.05 feet, North 73 degrees 06 minutes 22 seconds East 36.87 feet, North 00 degrees 41 minutes 43 seconds East 75.00 feet, North 71 degrees 30 minutes 04 seconds West 52.78 feet, along the arc of a curve concave to the Easterly with a radius of 1633.27 feet, through a central angle of 01 degrees 13 minutes 02 seconds for an

arc distance of 34.70 feet, chord being North 08 degrees 03 minutes 38 seconds East 34.70 feet, South 81 degrees 19 minutes 51 seconds East 15.00 feet along the arc of a curve concave to the Easterly with a radius of 1618.27 feet, through a central angle of 08 degrees 47 minutes 52 seconds for an arc distance of 248.48 feet, chord being North 13 degrees 04 minutes 05 seconds East 248.24 feet, North 72 degrees 31 minutes 59 seconds West 10.00 feet along the arc of a curve concave to the Southeasterly with a radius of 1628.27 feet, through a central angle of 03 degrees 02 minutes 43 seconds for an arc distance of 86.55 feet, chord being North 18 degrees 59 minutes 22 seconds East 86.53 feet, North 69 degrees 29 minutes 16 seconds West 10.00 feet, North 23 degrees 56 minutes 12 seconds West 36.05 feet, North 26 degrees 08 minutes 24 seconds East 130.75 feet, South 63 degrees 52 minutes 30 seconds East 5.42 feet, North 15 degrees 57 minutes 47 seconds East 27.70 feet, North 25 degrees 01 minutes 17 seconds East 50.01 feet, North 18 degrees 45 minutes 37 seconds East 11.19 feet to the intersection with the Westerly right-of-way boundary of Hodges Drive, thence run South 86 degrees 08 minutes 04 seconds East along said Southerly right-of-way boundary 188.94 feet to a point of curve to the right, thence run Southeasterly along said right-of-way boundary and said curve with a radius of 149.99 feet, through a central angle of 67 degrees 19 minutes 37 seconds for an arc distance of 176.25 feet, chord being South 52 degrees 27 minutes 26 seconds East 166.28 feet, thence run South 18 degrees 49 minutes 47 seconds East along said right-of-way boundary 11.70 feet to the intersection with the Southerly right-of-way boundary of Surgeons Drive, thence run North 71 degrees 10 minutes 13 seconds East along the Southerly right-of-way boundary of said Surgeons Drive 59.95 feet to a point of curve to the right, thence run Northeasterly along said right-of-way boundary and said curve with a radius of 210.00 feet, through a central angle of 03 degrees 52 minutes 27 seconds for a arc distance of 14.20 feet, chord being North 70 degrees 35 minutes 18 seconds East 14.20 feet, thence run North 72 degrees 31 minutes 31 seconds East along said right-of-way boundary 386.46 feet to the intersection with the Westerly right-of-way boundary of Medical Drive, thence run Southerly along said right-of-way boundary and along the arc of a curve concave to the Westerly with a radius of 490.87 feet, through a central angle of 00 degrees 34 minutes 00 seconds for an arc distance of 4.86 feet, chord being South 10 degrees 50 minutes 15 seconds East along said right-of-way boundary 4.86 feet, thence run South 10 degrees 35 minutes 09 East along said right-of-way boundary 515.53 feet, thence run South 00 degrees 14 minutes 00 seconds East along said right-of-way boundary 9.81 feet, thence leaving said right-of-way boundary run North 89 degrees 36 minutes 48 seconds West 200.00 feet, thence run South 00 degrees 29 minutes 39 seconds West 58.90 feet to the POINT OF BEGINNING.

Also:

From the Northeast corner of Lot 13, Block "B" of Brookwood, a subdivision appearing of record in Plat Book 2, Page 92, in the Office of the Clerk of the Circuit Court of Leon County, Florida, run North 00 degrees 04 minutes West along the prolongation of the West boundary line of the right of way of Brookwood Drive, a distance of 60.06 feet to the point of beginning. From said point of beginning run North 86 degrees 36 minutes East 60.25 feet to a point, thence North 87 degrees 10 minutes East 32.7 feet, thence North 00 degrees 35 minutes East 399.5 feet, thence North 89 degrees 25 minutes West 200 feet, thence South 0 degrees 35 minutes West 421.8 feet, thence North 81 degrees 58 minutes East 108.32 feet to the point of beginning, being in the Northwest 1/4 of Section 29, Township 1 North, Range 1 East.

In the above described description of Brookwood Drive is a 60 foot right of way, not 66 feet as is shown on above mentioned plat the West boundary line of Brookwood Drive is 215 feet East of the West line of Block B of Brookwood.

Also included with above described land:

All of that land that lies between the South line of above described 1.87 acres and the North boundary line of the right of way of Miccosukee Road, being a strip of land 200 feet, more or less, East and West by 20 feet, more or less, North and South.

Together with

Commence at the Northwest corner of the Southwest quarter of Section 29, Township 1 North, Range 1 East, said corner being 62.57 feet North 00 degrees 09 minutes East of the Northeast corner of Brockswood Park as recorded in Plat Book 3, Page 56 of the public records of Leon County, run thence South 74 degrees 58 minutes West 39.65 feet, thence run North 79 degrees 46 minutes East 148.27 feet, thence run North 00 degrees 27 minutes East 418.96 feet to the point of beginning. From said point of beginning continue North 00 degrees 27 minutes East 108.9 feet, thence run South 89 degrees 36 minutes East 200 feet, thence run South 00 degrees 27 minutes West 108.9 feet, thence run North 89 degrees 36 minutes West 200 feet to the point of beginning.

Less and except that portion of the above described property conveyed to Leon County in Official Records Book 2088, Page 1769.

Also:

Commence at the Northwest corner of the Southwest quarter of Section Twenty-nine (29), Township One (1) North, Range One (1) East, and run South 85 degrees 50 minutes West, ninety-six and three tenths (96.3) feet to a point on the North boundary line of the right-of-way of Miccosukee Road, which is the point of beginning. From said point of beginning run Northerly along a 5 degree 53 minute curve to the right (the tangent to said curve from the P. C. bearing North 9 degrees 37 minutes West) for a distance of two hundred forty-four and nineteen hundredths (244.19) feet; thence run North 4 degrees 45 minutes East, eighty-two and twenty-three hundredths (82.23) feet; thence run Northwesterly along an 18 degree 48 minute curve to the left for a distance of one hundred ninety-three and twenty-six hundredths (193.26) feet; thence run Northerly along a 16 degree 14 minute curve to the right for a distance of two hundred sixty-six and twenty-two hundredths (266.22) feet; thence run Northerly along a 28 degree 43 minute curve to the left for a distance of one hundred four and eighty-one hundredths (104.81) feet; thence run North 18 degrees 28 minutes West, ninety and ninety-four hundredths (90.94) feet; thence run Northwesterly along a 38 degree 24 minute curve to the left for a distance of one hundred seventy-six and twenty-one hundredths (176.21) feet; thence run North 86 degrees 08 minutes West, one hundred ninety-six and seventeen hundredths (196.17) feet to the East boundary line of the Centerville Road; thence North 25 degrees 00 minutes 30 seconds East along the East boundary of the Centerville Road sixty-four and thirty-three hundredths (64.33) feet; thence South 86 degrees 08 minutes East, one hundred seventy-three (173.0) feet; thence Southeasterly along a 27 degree 23 minute curve to the right for a distance of two hundred forty-two and seven hundredths (242.07) feet; thence South 18 degrees 28 minutes East, ninety and ninety-four hundredths (90.94) feet; thence Southerly along a 22 degree 47 minute curve to the right for a distance of One hundred thirty-six and thirty-three hundredths (136.33) feet; thence Southeasterly along a 19 degree 33 minute curve to the left for a distance of two

hundred twenty and ninety-seven hundredths (220.97) feet; thence Southerly along a 15 degree 42 minute curve to the right two hundred thirty-one and thirty hundredths (231.30) feet; thence South 4 degrees 45 minutes West, eighty-two and twenty-three hundredths (82.23) feet; thence Southerly along a 6 degree 16 minute curve to the left, two hundred twenty-nine and fifteen hundredths (229.15) feet to the North boundary line of the right-of-way of the Miccosukee Road; thence South 85 degrees 50 minutes West, sixty (60.00) feet along the said North boundary line of the Miccosukee Road to the point of beginning.

Also:

Lots 1, 2, 3 and 4 of Goodwood Medical Center a subdivision as per map or plat thereof recorded in Plat Book 3, Page 244, of the Public Records of Leon County, Florida.

Less and Except Deed Book 236, Page 115, O.R. Book 565, Page 563, Book 2120, Page 1022.

Parcel 2 (Parcel Identification No.: 113048 G0010)

Lots 1, through and including 8, Block G, of FOREST HILL, a subdivision as per map or plat thereof recorded in Plat Book 2, Page 58 of the public records of Leon County, Florida.

Less and Except that certain property described in Deed Book 193, Page 143 of the public records of Leon County, Florida.

Parcel 3 (Parcel Identification No.: 112960000290)

Commence at the Northwest corner of the Southwest Quarter of Section 29, Township 1 North Range 1 East, said corner being 62.57 feet North 0 degrees 09 minutes East of the Northeast corner of BROCKSWOOD PARK as recorded in Plat Book 3, page 56 of the Public Records of Leon County, Florida, and run thence South 74 degrees 58 minutes West 39.65 feet to a point on the North right-of-way boundary line of Miccosukee Road, run thence Northeasterly along the North right-of-way boundary of said Miccosukee Road 148.30 feet to a point, thence leaving the North right-of-way of Miccosukee Road and run North 0 degrees 27 minutes East 422.05 feet to a point, thence run South 89 degrees 33 minutes East 260.0 feet to a point on the East right-of-way boundary of Medical Drive, thence run North 0 degrees 27 minutes East 100.30 feet to a point, said point being the point of curve, thence run Northwesterly along said curve having an arc distance of 43.42 feet to the point of tangency, said curve being concave to the West having a central angle of 11 degrees 02 minutes 15 seconds and a radius of 225.49 feet, from said point of tangency run North 10 degrees 35 minutes 15 seconds West 498.73 feet to a point, said point being the point of curve, thence run Northwesterly along said curve an arc distance of 72.28 feet to the POINT OF BEGINNING, said curve being concave to the West and having a central angle of 60 degrees 57 minutes 45 seconds and a radius of 550.87 feet; from said POINT OF BEGINNING continue thence Northwesterly along said curve an arc distance of 356.0 feet to a point, thence run North 35 degrees 05 minutes 15 seconds East 200.0 feet to a point, said point being on a curve concave to the West having a central angle of 60 degrees 57 minutes 45 seconds and a radius of 750.87 feet, from said point run Southeasterly along said curve an arc distance of 485.28 feet to a point, thence run South 72 degrees 07 minutes 06 seconds West 200.0 feet to the POINT OF BEGINNING, containing 1.93 acres, more or less.

This property may also be described as Lots 29, 30, 31, and 32 of Unit No. 2 of GOODWOOD

MEDICAL CENTER, which is at present an unrecorded plat.

Less and except:

Commence at the Southeast corner of the Northeast Quarter of the Northwest Quarter of Section 29, Township 1 North, Range 1 East, Leon County, Florida and run South 88 degrees 41 minutes 50 seconds West 1000.82 feet, thence North 00 degrees 30 minutes 14 seconds East 22.21 feet, thence South 43 degrees 16 minutes 09 seconds West 79.13 feet to a point lying on a curve concave Southwesterly, thence Northwesterly along said curve having a radius of 540.00 feet through a central angle of 03 degrees 22 minutes 08 seconds for an arc length of 31.75 feet (chord bears North 52 degrees 03 minutes 34 seconds West 31.75 feet), thence South 36 degrees 11 minutes 42 seconds West 80.00 feet to a point lying on a curve concave Southwesterly, thence Northwesterly along said curve having a radius of 460.00 feet through a central angle of 53 degrees 36 minutes 12 seconds for an arc length of 430.36 feet (chord bears North 80 degrees 32 minutes 06 seconds West 414.83 feet), thence South 72 degrees 39 minutes 48 seconds West 54.16 feet, thence North 10 degrees 37 minutes 09 seconds West 75.49 feet to a point lying on the Northerly right of way boundary for Surgeons Drive, thence South 72 degrees 35 minutes 59 seconds West along said Northerly right of way boundary a distance of 214.96 feet, thence continue South 72 degrees 35 minutes 39 seconds West along said right of way boundary a distance of 459.63 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 72 degrees 31 minutes 49 seconds West along said right of way boundary a distance of 200.20 feet to a point marking the intersection of the Easterly right of way boundary for Medical Drive with the Northerly right of way boundary for Surgeons Drive said point also lying on a curve concave Southwesterly, thence Northwesterly along said right of way and said curve having a radius of 550.87 feet through a central angle of 01 degrees 38 minutes 07 seconds for an arc length of 15.72 feet (chord bears North 18 degrees 49 minutes 37 seconds West 15.72 feet), thence North 72 degrees 31 minutes 31 seconds East 83.52 feet to a point of curve to the right, thence Northeasterly along said curve having a radius of 2035.00 feet through a central angle of 03 degrees 17 minutes 32 seconds for an arc length of 116.93 feet (chord bears North 74 degrees 10 minutes 17 seconds East 116.91 feet) to a point lying on a curve concave Southwesterly, thence Southeasterly along said curve having a radius of 750.87 feet through a central angle of 00 degrees 56 minutes 41 seconds for an arc length of 12.38 feet (chord bears South 18 degrees 20 minutes 16 seconds East 12.38 feet) to the POINT OF BEGINNING.

Parcel 4 (Parcel Identification No.: 1129202090000)

Commence at the Northwest corner of the Southwest Quarter of Section 29, Township 1 North, Range 1 East, Leon County, Florida and run thence South 74 degrees 58 minutes West 39.65 feet to a point on the North right-of-way line of the Miccosukee Road, thence run Northeasterly along the North right-of-way line of said Miccosukee Road 148.3 feet, thence North 00 degrees 27 minutes East 527.86 feet, thence South 89 degrees 36 minutes East 200 feet to a point on the Western boundary line of the right-of-way of Medical Drive, thence North 00 degrees 27 minutes East, along the Western boundary line of the right-of-way of said Medical Drive, 13.55 feet, thence North 10 degrees 35 minutes 15 seconds West, along the Western boundary line of the right-of-way of said Medical Drive, 514.82 feet, thence North 79 degrees 24 minutes 45 seconds East 60 feet to a concrete monument on the Eastern boundary line of the right-of-way of said

Medical Drive marking the P.T. of a curve concave to the Southwest with a radius of 550.87 feet, thence run Northwesterly along said curve an arc distance of 72.25 feet, thru a central angle of 07 degrees 30 minutes 53 seconds, to a concrete monument marking the Northerly intersection of the right-of-way boundary lines of Medical Drive and Surgeons Drive, thence run North 72 degrees 02 minutes 06 seconds East, along the Northwestern boundary line of the right-of-way of said Surgeons Drive 200.0 feet to a 4 inch concrete monument which is the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 72 degrees 07 minutes 06 seconds East 200.0 feet to a 4 inch concrete monument on a curve concave to the Southwest with a radius of 950.87 feet, thence run Northwesterly along said curve an arc distance of 614.56 feet, thru a central angle of 37 degrees 01 minute 47 seconds to a 4 inch concrete monument, thence South 35 degrees 05 minutes 15 seconds West 200.0 feet to a 4 inch concrete monument on the curve concave to the Southwest with a radius of 750.87 feet, thence run Southeasterly along said curve an arc distance of 485.28 feet thru a central angle of 37 degrees 01 minute 47 seconds to the POINT OF BEGINNING.

Less and except:

Commence at the Southeast corner of the Northeast Quarter of the Northwest Quarter of Section 29, Township 1 North, Range 1 East, Leon County, Florida and run South 88 degrees 41 minutes 50 seconds West 1000.82 feet, thence North 00 degrees 30 minutes 14 seconds East 22.21 feet, thence South 43 degrees 16 minutes 09 seconds West 79.13 feet to a point lying on a curve concave Southwesterly, thence Northwesterly along said curve having a radius of 540.00 feet through a central angle of 03 degrees 22 minutes 08 seconds for an arc length of 31.75 feet (chord bears North 52 degrees 03 minutes 34 seconds West 31.75 feet), thence South 36 degrees 11 minutes 42 seconds West 80.00 feet to a point lying on a curve concave Southwesterly, thence Northwesterly along said curve having a radius of 460.00 feet through a central angle of 53 degrees 36 minutes 12 seconds for an arc length of 430.36 feet (chord bears North 80 degrees 32 minutes 06 seconds West 414.83 feet), thence South 72 degrees 39 minutes 48 seconds West 54.16 feet, thence North 10 degrees 37 minutes 09 seconds West 75.49 feet to a point lying on the Northerly right of way boundary for Surgeons Drive, thence South 72 degrees 35 minutes 59 seconds West along said Northerly right of way boundary a distance of 214.96 feet, thence continue South 72 degrees 35 minutes 39 seconds West along said right of way boundary a distance of 260.00 feet to a point marking the intersection of the Westerly right of way boundary for Physicians Drive and the Northerly right of way boundary for Surgeons Drive said point also being the POINT OF BEGINNING. From said POINT OF BEGINNING run South 72 degrees 35 minutes 39 seconds West along said right of way boundary for Surgeons Drive a distance of 199.63 feet to a point lying on a curve concave Southwesterly, thence Northwesterly along said curve having a radius of 750.87 feet through a central angle of 00 degrees 56 minutes 41 seconds for an arc length of 12.38 feet (chord bears North 18 degrees 20 minutes 16 seconds West 12.38 feet) to a point lying on a curve concave Southeasterly, thence Northeasterly along said curve having a radius of 2035.00 feet through a central angle of 01 degrees 44 minutes 59 seconds for an arc length of 62.14 feet (chord bears North 76 degrees 41 minutes 32 seconds East 62.14 feet) to a point of reverse curve, thence Northeasterly along said curve having a radius of 1965.00 feet through a central angle of 04 degrees 01 minutes 31 seconds for an arc length of 138.05 feet (chord bears North 75 degrees 33 minutes 16 seconds East 138.03 feet) to a point lying on Westerly right of way boundary for Physicians Drive said point also lying on a curve concave

Southwesterly, thence Southeasterly along said curve having a radius of 950.87 feet through a central angle of 00 degrees 02 minutes 55 seconds for an arc length of 0.81 feet (chord bears South 17 degrees 47 minutes 36 seconds East 0.81 feet) to the POINT OF BEGINNING.

Parcel 5 (Parcel Identification Numbers: 112929 B0020 and 112929 B0021)

Lot 2, Block B, Southeast Community Medical Campus, a map or plat thereof recorded in Plat Book 20, Page 67 of the Public Records of Leon County, Florida.

Parcel 6 (Parcel Identification No.: 1130208060000)

Begin at the most Easterly corner of Lot 11 of Goodwood Medical Center, a subdivision as per map or plat there of recorded in Plat Book 3, Page 244 of the Public Records of Leon County, Florida. From said POINT OF BEGINNING run North 49 degrees 21 minutes 23 seconds West 159.79 feet, thence run North 29 degrees 56 minutes 14 seconds East 208.47 feet to the Southwesterly right-of-way boundary of Medical Drive said point also lying on a curve concave to the Southwesterly, thence run Southeasterly along said right-of-way boundary and said curve with a radius of 490.87 feet, through a central angle of 44 degrees 00 minutes 19 seconds for an arc distance of 377.01 feet, chord being South 42 degrees 28 minutes 33 seconds East 367.81 feet to the intersection with the Northerly right-of-way boundary of Surgeons Drive, thence run South 72 degrees 31 minutes 31 seconds West along said Northerly right-of-way boundary 390.89 feet, thence leaving said right-of-way boundary run North 53 degrees 44 minutes 27 seconds East 175.71 feet to the POINT OF BEGINNING.

Less and Except:

Commence at the most Easterly corner of Lot 11, of Goodwood Medical Center, as per map or plat thereof recorded in Plat Book 3, Page 244 of the Public Records of Leon County, Florida and run North 49 degrees 15 minutes 30 seconds West along the Northeasterly boundary of said Lot 11 a distance of 12.85 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 49 degrees 15 minutes 30 seconds West along said Northeasterly boundary a distance of 146.18 feet to the most Southerly point of lands described in Official Records Book 608, page 529 of the Public Records of Leon County, Florida, thence leaving said Northeasterly boundary run North 30 degrees 01 minutes 05 seconds East along the Southeasterly boundary of said lands described in Official Records Book 608, page 529 a distance of 198.19 feet to a point lying on the proposed Southwesterly right-of-way boundary of Medical Drive (right-of-way varies), said point also lying on a curve concave Southwesterly, thence leaving said Southeasterly boundary run Southeasterly along said proposed Southwesterly right-of-way curve with a radius of 480.87 feet through a central angle of 35 degrees 49 minutes 43 seconds for an arc length of 300.70 feet (chord of said arc being South 46 degrees 38 minutes 32 seconds East 295.83 feet), thence leaving said proposed Southwesterly right-of-way boundary run South 72 degrees 33 minutes 45 seconds West 213.28 feet to the POINT OF BEGINNING.

The above legal descriptions of the Property are subject to modification based upon a current survey prepared by a licensed Florida land surveyor.

Exhibit "B"

Legal description for the land on which the FSU Health Project is located

A PORTION OF LANDS LYING WITHIN SECTIONS 20, 29, & 30 TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, ALSO BEING A PORTION OF LANDS DESCRIBED AS LOT 2, BLOCK "B", SOUTHEAST, COMMUNITY MEDICAL CAMPUS, A MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 67 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT (LB# 732) MARKING THE NORTHEAST CORNER OF LOT 3, BLOCK "B", SOUTHEAST COMMUNITY MEDICAL CAMPUS, A MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 67 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, AND ALSO LYING ON THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF CENTERVILLE ROAD; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY BOUNDARY AND THE NORTHERLY BOUNDARIES OF LOTS 2 AND 3 OF SAID PLAT THE FOLLOWING COURSES AND DISTANCES: SOUTH 59 DEGREES 07 MINUTES 25 SECONDS WEST, 47.74 FEET TO A CONCRETE MONUMENT (LB# 732); THENCE SOUTH 59 DEGREES 05 MINUTES 40 SECONDS WEST, 100.30 FEET TO A CONCRETE MONUMENT (LB# 732); THENCE SOUTH 58 DEGREES 35 MINUTES 20 SECONDS WEST, 99.93 FEET TO A CONCRETE MONUMENT (BROKEN); THENCE SOUTH 58 DEGREES 03 MINUTES 57 SECONDS WEST, 99.29 FEET TO A CONCRETE MONUMENT (BROKEN); THENCE SOUTH 60 DEGREES 54 MINUTES 43 SECONDS WEST, 101.11 FEET TO A CONCRETE MONUMENT (LB# 732); THENCE SOUTH 59 DEGREES 44 MINUTES 34 SECONDS WEST, 100.07 FEET TO A CONCRETE MONUMENT (LB# 732); THENCE SOUTH 60 DEGREES 10 MINUTES 08 SECONDS WEST, 100.29 FEET TO A CONCRETE MONUMENT (LB# 732); THENCE SOUTH 60 DEGREES 19 MINUTES 45 SECONDS WEST, 22.26 FEET FOR THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE SOUTH 60 DEGREES 19 MINUTES 45 SECONDS WEST, 77.77 FEET TO A CONCRETE MONUMENT (LB# 732); THENCE SOUTH 60 DEGREES 42 MINUTES 37 SECONDS WEST, 99.68 FEET TO A CONCRETE MONUMENT (LB# 732); THENCE SOUTH 60 DEGREES 40 MINUTES 47 SECONDS WEST, 100.29 FEET TO A CONCRETE MONUMENT (LB# 732); THENCE SOUTH 59 DEGREES 15 MINUTES 20 SECONDS WEST, 101.49 FEET TO AN IRON ROD AND CAP (LB# 7245); THENCE SOUTH 63 DEGREES 38 MINUTES 16 SECONDS WEST, 98.88 FEET TO A CONCRETE MONUMENT (LB# 732); THENCE SOUTH 61 DEGREES 20 MINUTES 56 SECONDS WEST, 99.80 FEET TO A CONCRETE MONUMENT (NO ID); THENCE SOUTH 64 DEGREES 03 MINUTES 02 SECONDS WEST, 91.43 FEET TO A CONCRETE MONUMENT (BROKEN); THENCE SOUTH 58 DEGREES 33 MINUTES 24 SECONDS WEST, 108.69 FEET TO A CONCRETE MONUMENT (LB# 732); THENCE SOUTH 59 DEGREES 05 MINUTES 02 SECONDS WEST, 48.81 FEET TO A CONCRETE MONUMENT (BROKEN); THENCE SOUTH 54 DEGREES 09 MINUTES 47 SECONDS WEST, 48.45 FEET TO A CONCRETE MONUMENT (LB# 732); THENCE SOUTH 50 DEGREES 04 MINUTES 46 SECONDS WEST, 97.88 FEET TO A CONCRETE MONUMENT (LB# 732); THENCE SOUTH 45 DEGREES 53 MINUTES 35 SECONDS WEST, 47.96 FEET TO A CONCRETE

MONUMENT (LB# 732); THENCE SOUTH 36 DEGREES 28 MINUTES 48 SECONDS WEST, 49.00 FEET TO A CONCRETE MONUMENT (LB# 732); THENCE SOUTH 42 DEGREES 36 MINUTES 38 SECONDS WEST, 48.42 FEET TO A CONCRETE MONUMENT (LB# 732); THENCE SOUTH 35 DEGREES 34 MINUTES 23 SECONDS WEST, 150.41 FEET TO A CONCRETE MONUMENT (LB# 732); THENCE SOUTH 37 DEGREES 08 MINUTES 54 SECONDS WEST, 49.53 FEET TO A CONCRETE MONUMENT (LB# 732); THENCE SOUTH 33 DEGREES 55 MINUTES 31 SECONDS WEST, 48.85 FEET TO A CONCRETE MONUMENT (LB# 732); THENCE SOUTH 29 DEGREES 47 MINUTES 29 SECONDS WEST, 98.51 FEET TO A CONCRETE MONUMENT (LB# 732); THENCE SOUTH 25 DEGREES 51 MINUTES 44 SECONDS WEST, 54.10 FEET TO A CONCRETE MONUMENT (LB# 732) MARKING THE WESTERLY CORNER OF SAID LOT 2 AND THE NORTHERLY CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2393, PAGE 265; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY BOUNDARY AND ALONG THE NORTHEASTERLY BOUNDARY OF SAID LANDS AND THE WESTERLY BOUNDARY OF SAID LOT 2, SOUTH 71 DEGREES 25 MINUTES 41 SECONDS EAST, 152.78 FEET TO A CONCRETE MONUMENT (LB# 732) MARKING A POINT OF NON-TANGENT CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE WHOSE RADIUS POINT LIES SOUTH 19 DEGREES 03 MINUTES 03 SECONDS WEST, 1210.87 FEET, THROUGH A CENTRAL ANGLE OF 5 DEGREES 39 MINUTES 57 SECONDS, FOR AN ARC LENGTH OF 119.74 FEET (CHORD BEARS SOUTH 68 DEGREES 06 MINUTES 59 SECONDS EAST, 119.69 FEET); THENCE LEAVING SAID NORTHEASTERLY AND WESTERLY BOUNDARIES, NORTH 47 DEGREES 10 MINUTES 19 SECONDS EAST, 435.28 FEET TO POINT OF CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 336.50 FEET, THROUGH A CENTRAL ANGLE OF 42 DEGREES 49 MINUTES 41 SECONDS, FOR AN ARC LENGTH OF 251.53 FEET (CHORD BEARS NORTH 68 DEGREES 35 MINUTES 09 SECONDS EAST, 245.72 FEET); THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 418.67 FEET TO A POINT OF NON-TANGENT CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE WHOSE RADIUS POINT LIES NORTH 57 DEGREES 16 MINUTES 13 SECONDS EAST, 330.00 FEET, THROUGH A CENTRAL ANGLE OF 33 DEGREES 40 MINUTES 05 SECONDS, FOR AN ARC LENGTH OF 193.91 FEET (CHORD BEARS NORTH 16 DEGREES 12 MINUTES 56 SECONDS WEST, 191.14 FEET); THENCE NORTH 00 DEGREES 37 MINUTES 07 SECONDS EAST, 184.56 FEET; THENCE NORTH 03 DEGREES 11 MINUTES 44 SECONDS WEST, 150.25 FEET; THENCE NORTH 00 DEGREES 37 MINUTES 07 SECONDS EAST, 42.94 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 260.00 FEET, THROUGH A CENTRAL ANGLE OF 18 DEGREES 56 MINUTES 30 SECONDS, FOR AN ARC LENGTH OF 85.95 FEET (CHORD BEARS NORTH 08 DEGREES 51 MINUTES 08 SECONDS WEST, 85.56 FEET) TO THE POINT OF BEGINNING, containing 11.75 acres, more or less.

Exhibit "B-1"

**Legal description for the land on which the Tallahassee State College Ghazvini Center
for Healthcare Education is located**

A PORTION OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY,
FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE
NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON
COUNTY, FLORIDA AND RUN THENCE SOUTH 88 DEGREES 41 MINUTES 50
SECONDS WEST 1000.82 FEET, THENCE NORTH 00 DEGREES 30 MINUTES 14
SECONDS EAST 22.21 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF
BEGINNING CONTINUE NORTH 00 DEGREES 30 MINUTES 14 SECONDS EAST 523.88
FEET, THENCE NORTH 74 DEGREES 25 MINUTES 57 SECONDS WEST 473.14 FEET,
THENCE SOUTH 15 DEGREES 34 MINUTES 03 SECONDS WEST 191.14 FEET TO A
POINT OF CURVE TO THE LEFT, THENCE SOUTHWESTERLY ALONG SAID CURVE
HAVING A RADIUS OF 470.00 FEET THROUGH A CENTRAL ANGLE OF 19 DEGREES
32 MINUTES 06 SECONDS FOR AN ARC LENGTH OF 160.25 FEET (CHORD BEARS
SOUTH 05 DEGREES 47 MINUTES 59 SECONDS WEST 159.47 FEET), THENCE SOUTH
03 DEGREES 58 MINUTES 04 SECONDS EAST 130.55 FEET TO A POINT OF CURVE TO
THE LEFT, THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF
470.00 FEET THROUGH A CENTRAL ANGLE OF 08 DEGREES 49 MINUTES 06
SECONDS FOR AN ARC LENGTH OF 72.34 FEET (CHORD BEARS SOUTH 08 DEGREES
22 MINUTES 37 SECONDS EAST 72.27 FEET), THENCE SOUTH 12 DEGREES 47
MINUTES 10 SECONDS EAST 48.56 FEET TO A POINT LYING ON A CURVE CONCAVE
SOUTHWESTERLY, THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A
RADIUS OF 540.00 FEET THROUGH A CENTRAL ANGLE OF 49 DEGREES 10 MINUTES
54 SECONDS FOR AN ARC LENGTH OF 463.53 FEET (CHORD BEARS SOUTH 74
DEGREES 57 MINUTES 57 SECONDS EAST 449.43 FEET), THENCE NORTH 43
DEGREES 16 MINUTES 09 SECONDS EAST 79.13 FEET TO THE POINT OF BEGINNING,
CONTAINING 6.52 ACRES, MORE OR LESS.

Exhibit "C"

FSU-TMH Amended and Restated Lease

**FOURTH AMENDED AND RESTATED
LEASE
AND
OPERATING AGREEMENT
FOR
TALLAHASSEE MEMORIAL HOSPITAL MEDICAL CENTER COMPLEX**

Please Note:

This document is a draft and its provisions have not been finalized or agreed to by the Parties. The Parties continue to work in good faith to reach agreement on all terms and conditions, and any final agreement will be shared with the City and the public.

**FOURTH AMENDED AND RESTATED
LEASE AND OPERATING AGREEMENT**

THIS FOURTH AMENDED AND RESTATED LEASE AND OPERATING AGREEMENT (the “Agreement”) is made and entered into effective as of [_____], 2026 (the “Effective Date”) by and between:

THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES, a public body corporate of the State of Florida, acting for and on behalf of the Florida State University, with a mailing address at [222 South Copeland Street, Suite 424, Tallahassee, Florida 32306] (“Lessor”); and

TALLAHASSEE MEMORIAL HEALTHCARE, INC., a Florida nonprofit corporation (“Lessee”), with a mailing address at [1300 Miccosukee Road, Tallahassee, Florida 32308].

Lessor and Lessee may hereinafter be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS:

A. Lessor is a public body corporate of the State of Florida and a public university established in 1851 and is tax-exempt as a governmental unit under Section 115 of the Code (as defined herein).

B. Under the terms of that certain Third Amended and Restated Lease Agreement, dated on or about September 18, 2003, by and among the City of Tallahassee, a Florida municipal corporation (the “City”) and Lessee, as amended pursuant to that certain (i) First Modification dated on or about June 24, 2009, (ii) Second Modification dated on or about November 30, 2015, (iii) Third Modification, dated June 2, 2017, (iv) Second Amended and Restated Lease Agreement, dated on or about April 17, 1998, (v) the Amendment and Restated Lease Agreement dated on or about December 23, 1992, and (v) the Lease Agreement dated on or about June 30, 1979, as amended on October 13, 1981 (collectively, “Current City Lease Agreement”), Lessee leases, prior to the Commencement Date, that certain real property, including, buildings and improvements, comprising the medical center complex as identified at **Exhibit A** attached hereto and made a part hereof (collectively, the “City Leased Real Property”), together with all equipment, furniture and personal property located thereon and therein (collectively, the “City Leased Personal Property”¹ and together with the City Leased Real Property, the “City Leased Properties”),

C. Lessee currently uses the City Leased Properties in connection with its operation of a health care system, including, with respect to Lessee’s operation of Tallahassee Memorial Hospital (“Hospital,” and together with other services provided by Lessee throughout the medical center complex, the “System”),

¹ NTD: please provide an updated ledger.

D. Lessor and the City have entered into a Transfer of Assets Agreement (“Transfer Agreement”), whereby the City is transferring, subject to certain conditions and restrictions, the Property (as defined therein) from the City to Lessor as of the Commencement Date (hereinafter, such transfer, the “Leased Property Transfer”),

E. Upon consummation of the Leased Property Transfer, Lessor shall be the owner in fee simple of the City Leased Properties.

F. In connection with the Leased Property Transfer, the Parties have agreed that (i) this Agreement shall amend and restate, and supersede, the Current City Lease Agreement, except as otherwise specifically set forth in this Agreement, and (ii) Lessee and Lessor shall enter into the other Collaborative Agreements (as defined herein),

G. Contemporaneous with the Leased Property Transfer, Lessor desires to lease the City Leased Properties to Lessee for purposes of Lessee’s continued operation of the Hospital and other components of the System and Lessee desires to lease the existing City Leased Properties in accordance with the terms set forth herein (such existing City Leased Properties leased to Lessee by City prior to the Commencement Date and which shall be leased by Lessor to Lessee following the Commencement Date are hereinafter referred to as “FSU Leased Properties” from and after the Commencement Date), provided that the City Leased Properties shall exclude from such lease, and therefore, the FSU Leased Properties shall exclude from this Agreement, that certain property subleased by Lessee to Lessor pursuant to that certain Ground Sublease by and between the Parties effective as of August 16, 2024².

H. Lessor also operates and administers numerous colleges, departments and programs including the College of Medicine, College of Nursing, College of Social Work, Department of Psychology, Department of Public Health and other colleges, departments and programs.

I. Lessor recognizes that its three-part academic, research and clinical mission in the Service Area (the “FSU Health Mission”) requires strong clinical and administrative leadership, a committed and engaged faculty and staff, and first-class education, research and clinical facilities all functioning in unison in an academic medical center setting.

J. Lessee is a tax-exempt organization within the meaning of Section 501(c)(3) of the Code.

K. Lessee recognizes a shared alignment with FSU Health Mission and the TMH mission in achieving consistent and complementary goals of providing high quality medical education, research and clinical care in support of the Shared Objectives (as defined herein).

L. The Parties are committed to implementing an enhanced patient care model on a coordinated basis with medical education and research to serve the citizens of the Tallahassee region Service Area beginning on the Commencement Date consistent with the Shared Objectives

² NTD: the Ground Sublease will be terminated by separate document simultaneous with the closing of the City Transfer and will therefore be owned outright by FSU, with easement needing to be preserved.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT:

ARTICLE I

DEFINITIONS³

“ACCA” means that certain Academic and Clinical Collaboration Agreement by and among the Parties dated as of [_____].

“ADA” shall have the meaning attributed to it in Article XIV, Section 26.

“Additional Rent” shall have the meaning attributed to it in Article IV, Section 2.

“Affiliate” means as to any person or entity, any person or entity that directly or indirectly controls, is controlled by, or is under common control with, such person or entity. The term “control” used in the preceding sentence shall mean the possession, directly or indirectly, of the power either to direct or cause the direction of the management and policies or to adopt capital and operating budgets and strategic plans of an entity whether through ownership of voting equity, by contract or otherwise.

“Agreement” shall have the meaning attributed to it in the preamble.

“AHLA” means the American Health Law Association.

“AHLA Rules” means the Rules of Procedure for Arbitration of the AHLA.

“Articles” shall have the meaning attributed to it in Article XIII, Section 2(a).

“Articles Amendment” shall have the meaning attributed to it in Article XIII, Section 2(a).

“Base Rent” shall have the meaning attributed to it in Article IV, Section 1.

“Board Appointees” shall have the meaning attributed to it in Article VII, Section 1.

“Bonds” shall have the meaning attributed to it in Article IV, Section 9.

“Branding Agreement” shall mean that certain branding agreement by and between the Parties.

“Budgets” shall have the meaning attributed to it in Article VII, Section 7.

“Casualty” shall have the meaning attributed to it in Article II, Section 13.

³ NTD: Definitions/ cross-references need to be updated

“City Leased Properties” shall have the meaning attributed to it in Recital B.

“City Restrictions” shall mean those restrictions relating to the FSU Leased Properties and/or the Parties as set forth in the Special Warranty Deed, the Transfer Agreement and the Use and Restriction Agreement.

“Charity Care Policy” shall have the meaning attributed to it in Article V, Section 8.

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

“Collaborative” means the agreement of the Parties and their Affiliates that, to further the affiliation of the Parties as contemplated herein in the Service Area and to achieve the Shared Objectives, the Parties will coordinate and collaborate on their respective activities to assure alignment and consistency across educational, research and clinical activities by, among other things, providing such activities first and primarily through the FSU Leased Properties in the Service Area.

“Collaborative Agreements” as used in this Agreement means all agreements governing (i) the Collaborative in the Service Area, which, in addition to this Agreement, will include, but are not necessarily limited to, the following: the ACCA; the Faculty Services Agreement; the Professional Services Agreement; the Master Research Agreement; the Financial Integration Agreement; the Administrative Services Agreement; the Shared Services Agreement; the Branding Agreement and the other agreements referenced herein.

“Collateral” shall have the meaning attributed to it in Article IV, Section 11(a).

“Commencement Date” shall have the meaning attributed to it in Article III, Section 2.

“Confidential Information” shall mean trade secrets, documentation, processes, specifications required to produce material, research and development techniques, ideas, handbooks, manuals, methods, formulas, programs, know-how, improvements, discoveries, developments, business and strategic plans, budgets and financial statements, and any other confidential or proprietary information belonging to or relating to the business affairs of the Disclosing Party. The term “Confidential Information” is to be broadly defined and construed to and for the benefit of the Parties, and includes any and all information that has or could have commercial value or other utility in the business in which the Party is engaged or contemplates engaging in, and all information of which the unauthorized disclosure could be detrimental or adverse to the their interests. “Confidential Information” does not include information that the Receiving Party can demonstrate is: (i) now or hereafter, through no fault of the Receiving Party, in the public domain; (ii) known to the Receiving Party from a source without an obligation of confidentiality to the Disclosing Party; (iii) hereafter furnished to the Receiving Party by a third party as a matter of right and without restriction on disclosure; (iv) furnished to other parties by the Disclosing Party without restriction on disclosure; or (v) independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.

“Current City Lease Agreement” shall have the meaning attributed to in the Recital B.

“Director” shall have the meaning attributed to it in Article VII, Section 1.

“Disclosing Party” shall have the meaning attributed to it in Article XIV, Section 6(a).

“Dispute” shall have the meaning attributed to it in Article X, Section 1.

“Effective Date” shall have the meaning attributed to it in the preamble.

“Environmental Law” shall mean and include all federal, state and local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and clean-up, including, without limitation, the Clean Air Act (42 USC Section 7401 et seq.); the Clean Water Act (33 USC Section 1251 et seq.); the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act (“FIFRA”) (7 USC Section 136 et seq.); the National Environmental Policy Act (42 USC Section 4321 et seq.); the Occupational Safety and Health Act (29 USC Section 651 et seq.); the Resource Conservation and Recovery Act (“RCRA”) (42 USC Section 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984); the Safe Drinking Water Act (42 USC Section 300f et seq.); the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”) (42 USC Section 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act), the Emergency Planning and Community Right-to-Know Act, and Radon Gas and Indoor Air Quality Research Act; the Toxic Substances Control Act (“TSCA”) (15 USC Section 2601 et seq.); the Atomic Energy Act (42 USC Section 2011 et seq.), and the Nuclear Waste Policy Act of 1982 (42 USC Section 10101 et seq.), and any state superlien and environmental clean-up statutes, with implementing regulations and guidelines. Environmental Laws shall also include all state, regional, county, municipal and other local Laws, regulations and ordinances insofar as they are equivalent or similar to the federal Laws recited above or purport to regulate Hazardous Materials.

“Excluded Properties” shall have the meaning attributed to it in Article II, Section 2.

“Expropriation” shall have the meaning attributed to it in Article II, Section 13.

“FSU” means The Florida State University Board of Trustees, a public body corporate of the State of Florida.

“FSU Health Mission” means the three-part mission to (a) train Florida’s health care workforce through effective and innovative medical education programs, (b) discover new knowledge through scientific research, and (c) provide high quality, patient-centered, cost-effective clinical care.

“FSU Leased Properties” shall have the meaning attributed to it in Recital G.

“FSU Leased Properties Change of Ownership Transaction” shall mean the transfer by FSU of the FSU Leased Properties to any party that is not an Affiliate of FSU.

“Hazardous Materials” shall mean and include the following, including mixtures thereof: any hazardous substance, pollutant, contaminant, waste, by-product, or constituent regulated under CERCLA; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides regulated under the FIFRA; asbestos and asbestos-containing materials, polychlorinated biphenyls and other substances regulated under the TSCA; source material, special nuclear material, by-product material and

any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the OSHA Hazard Communication Standard (29 CFR Sections 1910.1200 et seq.); industrial process and pollution control wastes whether or not hazardous within the meaning of RCRA and any other hazardous substance, pollutant or contaminant regulated under any other Environmental Law.

“Health Care Programs” shall have the meaning attributed to it in Article XIII, Section 1(g).

“HIPAA” shall refer to the Health Insurance Portability and Accountability Act of 1996 and all rules and regulations promulgated thereunder.

“HITECH Act” shall refer to the Health Information Technology for Economic and Clinical Health (HITECH) Act, enacted as part of the American Recovery and Reinvestment Act of 2009.

“Hospital” shall have the meaning attributed to it in Recital C.

“Improvements” shall have the meaning attributed to it in Article II, Section 8(a).

“Indemnified Person” shall have the meaning attributed to it in Article XI, Section 2.

“Indemnifying Person” shall have the meaning attributed to it in Article XI, Section 2.

“Initial Term” shall have the meaning attributed to it in Article III, Section 1.

“Law” shall have the meaning attributed to it in Article II, Section 4.

“Leased Property Transfer” shall have the meaning attributed to it in Recital D.

“Lessee” shall have the meaning attributed to it in the preamble.

“Lessee Board” shall have the meaning attributed to it in Article VII, Section 1.

“Lessee Bylaws” shall have the meaning attributed to it in Article VII, Section 1.

5. “Lessee Change of Control” shall have the meaning attributed to it in Article IX, Section

“Lessee Contractors” shall have the meaning attributed to it in Article V, Section 11.

“Lessee Employees” shall have the meaning attributed to it in Article V, Section 11.

“Lessee Event of Default” shall have the meaning attributed to it in Article XII, Section 1.

“Lessee Personnel” shall have the meaning attributed to it in Article XIV, Section 27.

“Lessor Personnel” shall have the meaning attributed to it in Article XIV, Section 27.

“Lessee Subsidiaries” means any legal entities, departments or divisions owned in whole or in part, directly or indirectly, by Lessee.

“Lessor” shall have the meaning attributed to it in the preamble.

“Lessor Event of Default” shall have the meaning attributed to it in Article XII, Section 2.

“Lessor Indemnities” shall have the meaning attributed to it in Article XI, Section 1.

“Lessor Insured Parties” shall have the meaning attributed to it in Article VI, Section 1(d).

“Major Alterations” shall have the meaning attributed to it in Article II, Section 7(b).

“Material Alterations” shall have the meaning attributed to it in Article II, Section 8(f).

“Measurement Date” shall have the meaning attributed to it in Article VIII, Section 1(b).

“Medical Staff Bylaws” shall have the meaning attributed to it in Article V, Section 11.

“Metric” shall have the meaning attributed to it in Article VIII, Section 1(a).

“New Partner” shall have the meaning attributed to it in Article IX, Section 3.

“Non-Renewal Notice” shall have the meaning attributed to it in Article III, Section 1.

“Parties” shall have the meaning attributed to it in the preamble.

“Party” shall have the meaning attributed to it in the preamble.

“Permitted Excess” shall have the meaning attributed to it in Article II, Section 16(a).

“Permitted Excess Use” shall have the meaning attributed to it in Article II, Section 16(a).

“Permitted Use” shall have the meaning attributed to it in Article II, Section 4.

“Personal Information” shall have the meaning attributed to it in Article XIV, Section 25.

“Proceeding” shall have the meaning attributed to it in Article XI, Section 2.

“Qualified Individual” means an individual from outside the State of Florida with an understanding of academic health care and integrated health care delivery in a system context and significant experience resolving disputes.

“Receiving Party” shall have the meaning attributed to it in Article XIV, Section 6(a).

“Records” shall have the meaning attributed to it in Article IV, Section 9(b).

“Renewal Term” shall have the meaning attributed to it in Article III, Section 1.

“Rent” shall have the meaning attributed to it in Article IV, Section 2.

“ROFR” shall have the meaning attributed to it in Article IX, Section 4(a).

“Service Area” means the Tallahassee region, as defined by the geographic area set forth in Exhibit A to Schedule 1.3.4 of the ACCA.

“Shared Objectives” means the mission of the Collaborative in furtherance of the shared objectives of the FSU Health Mission and the TMH mission to be achieved by working together in a collaborative and integrated manner to improve and expand medical education and research and to improve access to and the provision of quality medical care in north Florida by bringing together the best of both organizations in accordance with the terms set forth in this Agreement and the other agreements referenced herein.

“Special Warranty Deed” means the special warranty deed conveying fee simple title to the Property from the City to Lessor.

“Supermajority Vote” shall have the meaning attributed to it in Article VII, Section 2.

“System” shall have the meaning set forth in Recital C.

“Term” shall have the meaning attributed to it in Article III, Section 1.

“Termination Date” shall have the meaning attributed to it in Article IX, Section 2.

“Termination Notice” means a Party’s written notice of its intent to terminate this Agreement as permitted under the terms of this Agreement.

“Third-Party Claim” shall have the meaning attributed to it in Article XI, Section 2.

“TMH” shall mean Tallahassee Memorial Healthcare, Inc., the Lessee.

“TMH Group” means TMH, its member, parent, subsidiaries and Affiliates and all of their respective member(s), parent(s), subsidiaries, owners and Affiliates.

“Transfer Agreement” shall have the meaning attributed to it in Recital D.

“Use and Restriction Agreement” shall mean that certain Use and Restriction Agreement entered into by and between the City and Lessor.

“Utility Services” shall have the meaning attributed to it in Article II, Section 11.

“WCAG” shall have the meaning attributed to it in Article XIV, Section 26.

“Wind Down Period” shall have the meaning attributed to it in Article IX, Section 1.

ARTICLE II

LEASE

1. Conditions of FSU Leased Properties. For the consideration and upon the terms and conditions hereinafter expressed, Lessor leases the FSU Leased Properties unto Lessee, here present and accepting the same, commencing on the Commencement Date, for the Term (as defined below), unless otherwise terminated sooner in accordance with the terms and conditions set forth in this Agreement. Lessor has received and accepted the FSU Leased Properties from the City as of the Commencement Date. Except with respect to the representations of Lessor set forth Article II, Section 4, Lessee hereby accepts the FSU Leased Properties under this Agreement, as is, where is. Lessee shall hold title to the Improvements and Major Alterations during the Term, subject to (i) Lessor's reversionary right to the Improvements and Major Alterations, (ii) the Lessee ROFR, and (iii) as otherwise set forth in the City Restrictions, as applicable, upon expiration or termination of this Agreement. Except as may be applicable in the event of Lessee's exercise of its Lessee ROFR or in the event of reversion to the City, as required under the City Restrictions, upon expiration or earlier termination of this Agreement, title to the Improvements and Major Alterations will revert to and vest immediately in Lessor, and Lessee agrees to execute reasonable documents necessary to evidence such title being vested in Lessor. The Leased Property Transfer shall be effected in accordance with the terms and conditions set forth herein and in the Transfer Agreement by and between the City and Lessor.

2. Excluded Properties. The real property and the personal property set forth on **Exhibit B** ("Excluded Properties") shall not be part of the FSU Leased Properties, but during the Term, the operations and activities on, and using, such Excluded Properties shall be part of the Collaborative operated under the oversight of the Lessee Board, and shall otherwise be subject to the terms and conditions of this Agreement.

3. Warranties. Lessor hereby represents and warrants that FSU holds good title, free from any claims, exceptions or encumbrances, except as set forth in the Special Warranty Deed, to the FSU Leased Properties. Except with respect to such items and as set forth in this Section or Section 5 below, and Section 1.j of Article XIII, or as otherwise expressly set forth herein, Lessor makes no other warranty, and Lessee hereby waives any other warranty and acknowledges that Lessor is not, directly or indirectly, making any other warranty whatsoever. Notwithstanding the foregoing, during the Term, Lessor shall warrant and forever defend unto Lessee, Lessee's leasehold interest in and to the FSU Leased Properties against the claims of all persons claiming by, through or under Lessor. Lessor further covenants and agrees that Lessee, by paying the Rent and performing and observing the covenants by Lessee to be kept and performed hereunder, may peaceably have, hold and enjoy the FSU Leased Properties with exclusive control and quiet possession thereof during the Term, including, with respect to any assignee of Lessor as permitted hereunder and subject to the terms and conditions of this Agreement.

4. Use. The FSU Leased Properties shall be used and/or occupied by Lessee on a basis consistent with the use of the City Leased Properties by Lessee under the Current City Lease Agreement, and as modified solely by this Agreement and the other Collaborative Agreements, and, subject to the City Restrictions, as may otherwise be reasonably determined by Lessee from and after the date hereof with respect to activities that are related to the operation of a hospital, emergency care, extended care facilities, medical business offices, medical staff offices, medical and health education staff offices, medical clinics, pharmacy operations, research and laboratory

facilities, teaching, education, soliciting and receiving funds, gifts, endowments, donations, devises and bequests, leasing, purchasing land or buildings, exercising all powers permitted nonprofit corporations under Chapter 617, Florida Statutes, in furtherance of the exempt purposes of Lessee for which it has been organized as described in Section 501(c)(3) of the Code, as amended, any other activities promoting the general health and welfare of the citizens of the State of Florida and surrounding areas, and any uses that are accessory to any of the foregoing (each of such uses, individually or collectively, a “Permitted Use”). Lessee will use, operate, and conduct operations in the FSU Leased Properties substantially in compliance with all federal, state (including the Florida Constitution) and local laws, ordinances, and governmental regulations, orders, codes and decrees (but expressly excluding state university policies, decrees and other standards and requirements which are not generally applicable to non-state university persons or entities) (individually or collectively, “Law”), in accordance with the provisions of this Agreement, in accordance with the City Restrictions and in accordance with the Bonds. Except as may otherwise be expressly provided for in this Agreement, Lessee has no right and shall not attempt to sell, exchange, transfer, alienate, mortgage, pledge, or hypothecate and/or dispose of the FSU Leased Properties (including any interest therein) in any way, except in the ordinary course of business with respect to any equipment or other personal property that is part of the FSU Leased Properties. Except as may otherwise be expressly provided for in this Agreement, Lessee has no right and shall not attempt to sell, exchange, transfer, alienate, mortgage, pledge, relocate, or hypothecate and/or dispose of the FSU Leased Properties (including any interest therein) in any way, provided that Lessee may dispose of personal property that is part of the FSU Leased Properties, subject to state property guidelines. Lessee shall ensure that the FSU Leased Properties remain free and clear of encumbrances, unless approved in advance and in writing by Lessor, except for personal property leased by Lessee from third-party lessors. In addition to the foregoing, Lessee agrees not to occupy or use, or permit any portion of the FSU Leased Properties to be occupied or used for any business or purpose that is illegal or reasonably considered to be ultra-hazardous. Lessee will not use, occupy or permit the use or occupancy of the FSU Leased Properties for any purpose which may be unreasonably dangerous to life, limb or property, or permit the maintenance of any public or private nuisance.

5. No Assignment. Neither Party may assign the Agreement without the prior written consent of the other Party, which consent may be given or withheld at the sole discretion of such Party, with each Party making such determination pursuant to its bylaws and appropriate conflict of interest policies, provided, however, that Lessor may assign this Agreement (i) to an Affiliate under the control of Lessor or a direct support organization (as defined under applicable laws, rules and regulations) if such Affiliate demonstrates its reasonable capacity to perform Lessee’s obligations under this Agreement or (ii) in connection with a FSU Leased Properties Change of Ownership Transaction pursuant to the process set forth at Article IX, Section 4 below in connection with Lessee’s rejection of its right of first refusal or in connection with a reconveyance of the FSU Leased Properties to the City as required under the City Restrictions. In the event that Lessor assigns this Agreement in connection with subsection (ii), following the closing of such assignment, the following provisions of this Agreement shall be deemed to be automatically severed from this Agreement as of the date of such closing and of no further force and effect as of the date of such closing, provided that any claims of either Party under any such provision that arose due to acts or omissions prior to such closing such survive such severance until the applicable statute of limitations: [Article IV, Section 10; Article V, Sections 7(a) – (e) and (g) – (i); Article

V, Section 9, Article V, Sections 11-13, Article VII, Article XIII, Section 1, and Article XIV, Sections 28-29]⁴. For the avoidance of doubt, Lessee may not, without the prior written consent of Lessor, which may be withheld in Lessor's sole discretion, assign or, otherwise encumber in whole or in part any portion of the FSU Leased Properties and/or Lessee's obligations under this Agreement, except as permitted in Article II, Section 4.

6. No Subletting or Licensing. Lessee may not, without the prior written consent of Lessor, which may be withheld in Lessor's sole discretion, sublet or license, in whole or in part, the FSU Leased Properties or any interest therein; provided, however, that without such consent, Lessee may sublease space within the FSU Leased Properties (a) to existing sublessees or subsequent sublessees who operate businesses that are comparable to existing subleases⁵; (b) to community physicians and physician groups in standard medical office space, (c) to non-clinical vendors for the purpose of providing services ancillary to the operation of a hospital (e.g. food and beverage services) and (d) such other categories as may be mutually developed by Lessee and approved by Lessor from time to time. Lessor shall use commercially reasonable efforts to respond to any request thereto by Lessee within sixty (60) days of Lessor's receipt of such request to sublease space. If Lessor does not respond within sixty (60) days of Lessor's receipt of the request, then the request shall be deemed approved.

7. Lessee Remains Liable. In no event shall any assignment, subletting or licensing of all or any portion of the FSU Leased Properties, if permitted by Lessor, release Lessee from any obligations under this Agreement, unless such release shall be evidenced by Lessor's express written agreement given in advance of such assignment, subletting or licensing, which agreement may be granted or withheld in Lessor's sole discretion. Lessee shall not permit any act or omission with respect to the FSU Leased Properties that would adversely affect Lessor's title and rights thereto.

8. Lessee's Improvements and Major Alterations. Alterations and improvements to the FSU Leased Properties shall be made according to the following procedure:

a. Lessee may, without Lessor's consent, make alterations and improvements to the Premises for which the costs do not exceed Five Million and 00/100 Dollars (\$5,000,000.00) ("Lessee Improvement Cap"), provided that the following conditions are met: (1) Lessee communicates to Lessor in writing regarding the alterations and improvements at least thirty (30) days before work commences; (2) the alterations and improvements would not materially change the FSU Leased Properties' exterior appearance; (3) the alterations and improvements would be consistent with the Branding Agreement; (4) the alterations and improvements would not detrimentally affect the structural, electrical, mechanical, life-safety, heating, ventilating and air conditioning or utilities systems or routing service of the FSU Leased Properties; and (5) the alterations and improvements comply with this Agreement and applicable Lessor policies and guidelines. Collectively, the alterations and improvements described in this paragraph that are beneath the Improvement Cap shall be referred to as the "Improvements."

⁴ NTD: TMH is welcome to suggest additional provisions for consideration that should be severed as well.

⁵ NTD: FSU request to TMH: please provide a list of current sublease arrangements.

b. Other than the Improvements permitted under Article II, Section 8(a) hereof, Lessee shall not make any improvements and alterations to the FSU Leased Properties without the advance written consent of Lessor and such alterations not permitted under Article II, Section 8(a) hereof are “Major Alterations”. Any request for consent for any Major Alterations must be submitted by Lessee to Lessor, with sufficient detail and supporting documentation as determined by Lessor, at least one hundred twenty (120) days in advance of the date of requested approval. Lessor shall determine whether Lessor or Lessee shall obtain any permits required for the performance of the Improvements and Major Alterations. Upon receipt of a written request from Lessee for approval to make Major Alterations to the FSU Leased Properties, Lessor shall use commercially reasonable efforts to respond to any such request within one hundred twenty (120) days of Lessor’s receipt of such request. If Lessor does not respond within one hundred twenty (120) days, the request shall be deemed approved.

c. All Major Alterations shall be made subject to design and construction oversight by Lessor, including without limitation the right of Lessor to review and approve plans and specifications prior to the commencement of construction to ensure compliance with applicable building codes, space standards, and standards ensuring quality of construction. Lessor may also conduct periodic inspections during construction to ensure that work is being performed in compliance with the approved plans and specifications, and to ensure compliance with all applicable Law. Improvements and Major Alterations shall not reduce the then current fair market value of the FSU Leased Properties and shall not adversely impact the structural integrity of the FSU Leased Properties. Approval by Lessor of any Major Alterations shall not constitute any warranty by Lessor to Lessee of the adequacy of the design for Lessee’s intended use of the FSU Leased Properties.

d. All Improvements and Major Alterations shall be subject to review by Lessor’s Building Code Administration Section.⁶ All work shall be performed for or by Lessee in a good and workmanlike manner, free from defects in design and construction, and Lessee shall prosecute the same to completion with reasonable diligence. Lessee shall complete all Improvements and Major Alterations so as not to create any liens or encumbrances against the FSU Leased Properties or Lessee’s leasehold interest or any of Lessor’s property, and Lessee shall furnish a clear lien certificate for any Improvements and Major Alterations. If any such lien, other lien or any notice of intention to file a lien shall at any time be filed or recorded against all or any portion of the FSU Leased Properties or Lessee’s leasehold interest in the FSU Leased Properties, Lessee shall at Lessee’s cost, within twenty (20) days after the Lessee obtains knowledge (including by notice to Lessor) that such lien or other document has been filed or recorded, commence and diligently pursue the removal or discharge of record of such lien or notice by payment, bond, order of a court of competent jurisdiction or otherwise; provided that Lessee shall have the right to contest any such lien in accordance with Florida Law. If Lessee fails to cause the lien or encumbrance to be discharged or removed within the twenty (20) day period following

⁶ NTD: FSU will become the AHJ for permitting this Property, not the City. TMH and its contractors will have to submit permit applications to FSU’s Building Code Administrator just as they have historically had to submit to the City. FSU’s BCA is an independent office and will step into the shoes of the City’s building code administrator. This is not a function of FSU being the lessor. This is a separate function of FSU’s BCA now having exclusive jurisdiction for administering Ch. 553, F.S. for this Property.

Lessee's knowledge of the Lien, then Lessor may do so at Lessee's expense, and Lessee shall reimburse Lessor accordingly as Additional Rent.

e. Except as otherwise mutually agreed upon by the Parties, Lessee shall be solely responsible for all costs incurred in connection with any Improvements and Major Alterations to the FSU Leased Properties undertaken by Lessee; provided, however, that Lessor shall review any request from Lessee, and Lessor shall initiate a request to Lessee, regarding funding of Improvements or other capital expenditures by Lessor or other sources. In the event of such request by Lessor or Lessee, Lessor shall consult with Lessee and shall, in good faith with respect to the review and evaluation of such Improvement or Major Alteration funding request, and consider and make a timely decision regarding such contribution of funding of Improvements or Major Alteration by Lessor or other sources within ninety (90) days of each such request and based upon consideration of the reasonable needs of the FSU Leased Properties, the purposes of the Collaborative, the impact on the community and Lessor, the availability of funds and sources, and other factors deemed relevant by Lessor and Lessee. Reference is made to Lessor's obligations set forth in the City Restrictions. Lessee agrees to reasonably cooperate, in good faith, with Lessor in Lessor's acts to fulfill such obligations and shall not obstruct Lessor in fulfilling such obligations. Further, Lessee shall comply with the Lessee funding requirements in the Use and Restriction Agreement.

f. Before the commencement of any work for construction of Improvements or Major Alterations with construction costs in excess of Two Hundred Thousand and 00/100 Dollars (\$200,000), Lessee shall obtain, and supply Lessor with, appropriate performance and payment bonds issued by a surety and in an amount as required under Florida Statutes Section 255.05, as may be amended from time to time, and approved in advance by Lessor as compliant with Lessor's regulations, policies, and procedures, as well as the regulations of the Florida Board of Governors ("P&P Bonds"). All P&P Bonds shall be issued on behalf of Lessee and Lessor as co-obligees and recorded and certified in accordance with Florida Statutes Section 255.05, as may be amended. The P&P Bonds shall cover the faithful performance of each construction contract by the applicable contractor and any subcontractors performing a portion of the construction work, strict compliance of the construction work with the plans and specifications approved by Lessor, completion of the Improvements and Major Alterations in accordance with the project baseline schedule, completion of Lessee's obligation to repair and restore the FSU Leased Properties as provided herein, and payment of all costs, fees, charges and amounts for labor, work, services, supplies, materials, equipment or other items incorporate into or used in construction of the Improvements and Major Alterations. All P&P Bonds will inure to the benefit of Lessor to indemnify it against any loss or damage in connection with the construction, including reasonable attorney's fees, through appeal if necessary. These P&P Bonds shall be obtained at Lessee's expense and shall be issued in a form satisfactory to Lessor and in such a manner as to protect the Lessor's interest in the FSU Leased Properties in accordance with applicable Law and the regulations of the Florida Board of Governors.

g. Before the commencement of any work for construction of Improvements and Major Alterations, Lessee shall supply evidence to Lessor that any contractor performing any of the work has procured: (i) the Builder's Risk coverage required in Article VI, Section 1(a)(iv), (ii) worker's compensation insurance or evidence of qualified self-insurance in accordance with

Chapter 440, Florida Statutes, (iii) general liability (broad form) including property-operations, products/completed operations, contractual liability, and explosion, collapse and underground (XCU) coverages with a per project aggregate, (iv) automobile liability insurance for owned, leased, scheduled, non-owned, employee non-owned, or hired automobiles with a combined single limit no less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and with personal injury protection for the statutory amounts required by Florida Law, and (v) if the contractor is an architectural and/or engineering firm, professional liability insurance with limits of liability appropriate for the scope of work; and with respect to (iii) through (iv) the minimum limits, coverages, and exclusions shall be appropriate for the scope of work consistent with industry standards and applicable Law with appropriate per project aggregates and with waivers of subrogation in favor of and for the benefit of Lessor. All such policies shall be primary and noncontributory, and all policies (except professional liability and workers compensation) shall include the Lessor Insured Parties as additional insureds. Lessee shall provide Lessor with evidence that such coverages are in place prior to commencement of any work on Improvements and Major Alterations by delivery of certificates of insurance in the same manner described in Article VI. Lessor reserves the right to procure the Builder's Risk policy in lieu of Lessee or Lessee's contractor.

h. Following completion of any Improvements or Major Alterations, Lessee shall provide to Lessor a lien waiver from Lessee's contractor covering the cost of work, materials, and equipment supplied by the contractor and all subcontractors and materialmen. Except with respect to ownership of the Improvements and Major Alterations by Lessee resulting from Lessee's exercise of the Lessee ROFR or in the event of a reversion to the City, all Improvements and Major Alterations made to the FSU Leased Properties by Lessee shall become and remain the property of Lessor at the normal expiration or early termination of this Agreement without any cost to Lessor. Notwithstanding the foregoing, if Lessee performance a Major Alteration from and after the Effective Date without obtaining Lessor's prior written consent or an Improvement that otherwise violates this Agreement, in addition to any other remedy available for such violation, Lessor may, at its option, by written notice to Lessee, require that Lessee remove the Major Alteration or Improvement specified in such notice at Lessee's sole cost and return the FSU Leased Properties to its condition prior to the unauthorized performance of the Major Alteration or Improvement. If Lessee fails to remove such a Major Alteration or Improvement and restore the FSU Leased Properties to its original condition within sixty (60) days of the above-described written notice, or if such removal and restoration cannot be completed in sixty (60) days and Lessee does not commence such removal and restoration within sixty (60) days and perform the removal and restoration diligently to completion, Lessee shall promptly reimburse, as Additional Rent, Lessor for any expense that Lessor incurs in performing such removal and restoration.

i. Lessee agrees that all Improvements and Major Alterations to the FSU Leased Properties constructed by Lessee pursuant to this Agreement shall comply with the requirements of all Laws and the City Restrictions.

j. As required by the City Restrictions, Lessee shall reasonably cooperate in amending that certain Amended and Restated Development Agreement for Tallahassee Memorial HealthCare's Regional Medical Campus dated May 25, 2016 by and among Lessee, Southeast Community Health Services, Inc., Tallahassee Memorial Health Ventures, Inc., and Tallahassee

Memorial Healthcare Foundation, Inc. and the City, and recorded in Official Records Book 4939, Page 364 of the Public Records of Leon County, Florida (the “ARDA”) to (i) include Lessor as a party to the ARDA, (ii) to contemplate and accommodate the rights and interests of Lessor as the new owner of the Property, (iii) to facilitate Lessor in completing its obligations, goals and objectives which pertain to the creation of an academic health center, including all obligations of Lessor set forth in the Use and Restriction Agreement and (iv) to incorporate all of the elements needed to establish an academic health center.

9. Maintenance and Repair.

a. Lessee shall, during the Term, at Lessee’s sole cost and expense, be responsible for maintenance and repairs to the FSU Leased Properties, including but not limited to costs and expenses for the repair, replacement and maintenance of structural items and mechanical and building systems serving the FSU Leased Properties, the buildings and common areas (including but not limited to foundations, exterior walls, roofs, parking lots, plumbing, electrical and HVAC) and all City Leased Personal Property, except as set forth in the Ground Sublease dated August 16, 2024 between the Parties for the Florida State University Academic Health Center. Lessee’s responsibility for such maintenance and repairs will extend to future improvements unless separately negotiated by the Parties. Repair and maintenance expenses will be reasonably budgeted by Lessee to ensure appropriate upkeep of the Hospital. Lessee shall be required to maintain all facilities and assets in a state of good repair (meaning a condition that allows all assets to perform reliably and consistently and requiring regular maintenance and inspections and the replacement of assets and components thereof before they wear out) on a basis consistent with historical practices and industry standards for similarly situated hospitals and complies with all Laws, the City Restrictions and permits. The obligations of Lessee to maintain the FSU Leased Properties shall include all fixtures located thereon and therein, and Lessee shall make and perform all maintenance, repairs, restorations, and replacements to the FSU Leased Properties, including without limitation the heating, ventilating, air conditioning, boilers, mechanical, electrical, elevators, telephone, cable and other utility lines, plumbing, fire, life/safety, sprinkler, lock and security, computer service, public address, air and water pollution control, and waste disposal systems, foundations, exterior walls, roofs, parking lots, facilities, fixtures, equipment, emergency generators and appurtenances to the FSU Leased Properties as and when needed to maintain them in good working condition or state of good repair, as applicable (ordinary wear and tear and casualty excepted) in compliance with all Laws, regardless of whether such maintenance, repairs, restorations or replacements are ordinary or extraordinary, routine or major, foreseeable or unforeseeable and regardless of by whom such items were placed in or on the FSU Leased Properties. All maintenance, repairs, restoration, or replacements shall be of a quality and class equal to or better than the quality and class located on the FSU Leased Properties on the Commencement Date. Lessee shall ensure that routine preventive maintenance and repairs are performed in accordance with manufacturer-recommended schedules or as required under applicable Law (whichever occurs earlier) by an authorized maintenance/repair contractor. Lessee shall be responsible for ensuring that all necessary certifications are maintained on any and all such equipment and machinery. If Lessee fails to commence such maintenance, repairs, restoration, or replacements in accordance with manufacturer recommended schedules or requirements under Law (whichever occurs earlier) by an authorized maintenance/repair contractor, in accordance with the terms of this Agreement or within sixty (60) days of receipt of

Lessor's notice that such maintenance repairs, restoration, or replacements are necessary (or within such longer period of time as may reasonably be required to commence such work), Lessor may (but shall not be obligated to) make or cause to be made such repairs, restoration, and replacements, at the expense of Lessee, and shall be entitled to collect the same from Lessee as Additional Rent due hereunder within thirty (30) days of written demand by Lessor.

b. Except as may otherwise be agreed upon by the Parties, it is understood and agreed that Lessor shall have no obligation to incur any expense of any kind or character in connection with the maintenance, repair, restoration or replacement of the FSU Leased Properties during the Term, that Lessor shall not be obligated at any time to make any improvements, alterations, changes, additions, repairs or replacements of any nature whatsoever in or to the FSU Leased Properties, and that Lessor shall not be obligated to maintain the FSU Leased Properties in any respect whatsoever, whether at the expense of Lessor, Lessee or otherwise.

c. Lessee further agrees to make, at Lessee's own expense, all repairs, maintenance and changes and additions to equipment and other personal property that are required by reason of any change in Law that occurs after the Commencement Date, including the furnishing of required sanitary facilities and fire protection facilities, and Lessee shall furnish and maintain all fire extinguishers and other equipment or devices necessary to comply with applicable Law. Lessee shall further be responsible for all costs associated with any required periodic inspections by regulators and servicing of fire extinguishers and other safety equipment or devices, or any licenses or permits required under applicable Law.

d. Lessee further agrees to periodically paint the exterior and interior of the FSU Leased Properties as reasonably necessary to maintain the FSU Leased Properties in a neat, clean, safe, sanitary and habitable condition, at Lessee's sole cost.

e. Lessee shall add seal coating to, and restripe, the parking areas as reasonably necessary and have the parking areas resurfaced, overlaid and milled as reasonably necessary. Notwithstanding the foregoing, in considering reasonable necessity, Lessee shall consider, among other factors, consistency with past practices prior to the Effective Date, the condition of the parking areas, heavy traffic, age of pavement, climate, previous maintenance issues or other factors deemed relevant by Lessee in accordance with industry standards.

f. Lessee will use, maintain and store the City Leased Personal Property in compliance with all applicable Law and all manufacturer specifications. Lessee shall regularly inspect the condition of all City Leased Personal Property. Lessee shall not attempt to dispose of the City Leased Personal Property other than as permitted in Article II, Section 4. Lessee shall promptly replace any City Leased Personal Property that it disposes of unless Lessee reasonably determines that such City Leased Personal Property is no longer of any use to the Hospital or essential to the Hospital's operations. Any new parts that are used to repair the City Leased Personal Property or that are replaced in or on the City Leased Personal Property during the course of maintaining and repairing the City Leased Personal Property or any accessions to the City Leased Personal Property that are acquired by Lessee shall be deemed immediately to become part of the City Leased Personal Property. Except with respect to Excluded Properties, any additional equipment, furniture and personal property located on or in the FSU Leased Properties shall

automatically be deemed to become City Leased Personal Property. Lessee shall maintain a master inventory of the City Leased Personal Property, which shall be provided by Lessee to Lessor on annual basis or at such other times upon Lessor's reasonable request in a form consistent with Lessee's historical fixed asset listing and such other information as reasonably requested. Notwithstanding the foregoing, at a minimum, such inventory must contain the following information: (i) a description of the City Leased Personal Property; (ii) the manufacturer's serial number, if any; (iii) the description and location of the identification mark, if any; (iv) the original cost of the City Leased Personal Property; and (v) the principal place where the City Leased Personal Property is housed, garaged, stored, or used. If Lessee fails to commence, any maintenance, repairs or replacement to any City Leased Personal Property within sixty (60) days of receipt of written notice from Lessor that such maintenance, repairs or replacement is reasonably necessary, Lessor may, but shall not be obligated to, upon prior notice to Lessee, perform or cause to be performed such maintenance, repairs or replacement, at Lessee's expense, unless Lessee provides evidence in the form of a qualified technician's report or comparable report that the maintenance, repair or replacement is unnecessary. Any such actual expenses shall be deemed to be Additional Rent. The exercise of any right under this Article II, Section 8(f) by Lessor does and shall not be deemed to waive, reduce or remove any liability Lessee may have to Lessor for failing to perform its obligations under this Agreement.

10. Security and Other Services. Lessee shall, at its sole cost, provide, or cause to be provided, all security service, custodial service, janitorial service, medical waste disposal, trash disposal, pest control services and all other services necessary for the proper operation of the FSU Leased Properties on a basis consistent with historical operations and then-current industry standards. Lessee acknowledges that Lessor has made no representation or warranty with respect to systems and/or procedures for the security of the FSU Leased Properties, any persons occupying, using or entering the FSU Leased Properties. It is the sole responsibility of Lessee to provide for the security of persons on or entering the FSU Leased Properties and/or property located at or on the FSU Leased Properties; provided, however, that nothing contained in this Agreement shall limit the obligations of Lessor or any of its Affiliates, or make Lessee responsible for any acts or omissions of Lessor or any of its Affiliates with respect to the use by Lessor or its Affiliates of the FSU Leased Properties under the terms of the ACCA and/or as otherwise arising under the Collaborative or otherwise.

11. Utilities. Lessee shall arrange and timely pay for the furnishing of all utilities which are used or consumed in or upon or in connection with the FSU Leased Properties during the Term, including, without limitation, water, gas, electricity, medical gases, sewerage, garbage, or trash removal, light, heat, cable, internet and telephone, power, and other utilities reasonably necessary for the use and operation of the FSU Leased Properties, as determined by Lessee on a basis consistent with the historical operation of the FSU Leased Properties and applicable industry standards (individually or collectively, the "Utility Services"), and all Utility Services shall be obtained in or transferred to Lessee's name as of the Commencement Date and maintained in Lessee's name throughout the Term. Such payments shall be made by Lessee directly to the respective utility companies furnishing such Utility Services under such contract or contracts therefor as Lessee may make. Lessor shall have no responsibility to Lessee for the quality or availability of Utility Services to the FSU Leased Properties, or for the cost to procure Utility Services. Lessor shall not be in default under this Lease or be liable to Lessee or any other person

for any direct, indirect or consequential damage, or otherwise, for any failure in supply of any Utility Service by the provider of any Utility Service. All telephone and other communications lines shall be installed at the expense of Lessee. Conduits of sufficient size to meet future or additional installation requirements of Lessee will be provided by Lessee.

12. Signage. From and after the Commencement Date, any signage on any part of the FSU Leased Properties shall meet the standards set forth under the Branding Agreement. Lessee shall coordinate and cooperate with Lessor regarding the development of standards for internal and external signage from and after the Commencement Date. Such coordination and cooperation shall include Lessee's consultation with Lessor, and Lessor shall use commercially reasonable efforts to respond to consultation request from Lessee within sixty (60) days of Lessee's issuance of any such signage notice and request consultation. If Lessor does not respond to such consultation request within sixty (60) days of Lessee's notice of consultation request, then no further consultation shall be required with respect to any such signage; provided, however, that all signage shall comply with the Branding Agreement. The costs of such re-branding shall be shared equally by Lessor and Lessee.

13. Condemnation, Casualty and Other Damage. During the Term, Lessee shall not be required to pay Rent, but shall otherwise bear the risk of loss or decrease in the enjoyment and beneficial use of the FSU Leased Properties due to any damage or destruction thereof by acts of God, fire, flood, natural disaster, the elements, casualties, thefts, riots, civil strife, lockout, war, nuclear explosion, terrorist attack, labor restrictions by any governmental authority, or otherwise (individually or collectively, the "Casualty"), or by the taking of all or any portion of the FSU Leased Properties by condemnation, expropriation, or eminent domain proceedings or a conveyance in lieu thereof (individually or collectively, the "Expropriation"), and such risk of loss is expressly assumed by Lessee, except as otherwise set forth herein. Except with respect to the abatement of Rent, none of the foregoing events shall entitle Lessee to any other abatements, set-offs or counter claims with respect to any obligation hereunder, except as specifically set forth below. Except as otherwise set forth herein, Lessee is not obligated to restore, replace or repair any damage to the FSU Leased Properties or to Lessee's fixtures, furniture, equipment or other personal property or make any alterations, additions, or improvements to the FSU Leased Properties caused as a result of a Casualty.

14. Restoration Obligations.

a. Total Destruction. During the Term, if the FSU Leased Properties are totally damaged or destroyed by a Casualty to the extent that such rebuilding or repairs cannot reasonably be completed by Lessee within the earliest of (i) three hundred (300) calendar days, (ii) any timeline required to not be in breach of the Bonds or (iii) any timeline required to not be in breach of the City Restrictions, then this Lease shall terminate and the Rent shall be abated for the unexpired portion of this Agreement. During the Term, if all of the FSU Leased Properties are totally damaged or destroyed by a Casualty and rebuilding and repairs cannot be completed as set forth above, all insurance proceeds received or payable as a result of such Casualty shall be paid to Lessor and shall be retained by Lessor.

b. Partial Damage by Casualty. During the Term, if any, but not all, of the FSU Leased Properties should be damaged by Casualty, but not to such extent that rebuilding or repairs cannot reasonably be completed within the earliest of (i) three hundred (300) calendar days, (ii) any timeline required to not be in breach of the Bonds or (iii) any timeline required to not be in breach of the City Restrictions, this Agreement shall not terminate, and Rent shall be abated to the extent of such impairment and Lessee shall, at its sole cost, including proceeds from insurance proceeds, forthwith rebuild or repair such building or buildings and other improvements to substantially the same condition as they existed prior to such damage. In the event that rebuilding and repairs cannot reasonably be completed as required above, Lessor may, at Lessor's option, terminate this Agreement and in such event, Rent shall be abated for the unexpired portion of this Agreement and all insurance proceeds received or payable as a result of such Casualty shall be paid to Lessor and shall be retained by Lessor.

15. Compensation Award

a. Total Expropriation. During the Term, if all of the FSU Leased Properties should be subject to an Expropriation, this Agreement shall terminate and the Rent shall be abated during unexpired portion of this Agreement, effective as of the date of the taking of the FSU Leased Properties by the condemning authority. Lessor and Lessee shall each be entitled to receive and retain such separate and portion of lump sum awards. Lessee shall only be entitled to claim an award for loss of business, loss or damage to inventory, removal and reinstallation costs and moving expenses. The termination of this Agreement shall not affect the rights of the respective Parties to such award.

b. Partial Expropriation. If less than all of the FSU Leased Properties shall be taken by Expropriation, this Agreement shall not terminate, but Rent shall be abated to reflect the reduction from the Expropriation, and the Parties shall use their respective compensation from the Expropriation on a pro rata basis to restore, reconstruct or relocate the FSU Leased Properties; provided that such restoration and reconstruction shall make the same reasonably tenantable and suitable for the uses for which the FSU Leased Properties are leased. Any proceeds for the Expropriation excess of the amounts necessary to that purpose shall be on the same basis distributed between the Lessor and Lessee. Lessee shall only be entitled to claim an award for loss of business, loss or damage to inventory, removal and reinstallation costs and moving expenses.

16. Hazardous Materials.

a. Lessee shall not allow, cause or permit any Hazardous Materials to be generated, maintained, processed, produced, manufactured, used, treated, release, transported, stored or disposed of in or about the FSU Leased Properties, other than those Hazardous Materials usually and customarily used for the Permitted Use, as long as such materials are lawfully stored and used by Lessee and the quantity of such materials does not equal or exceed a "reportable quantity" as defined in 40 CFR § 302 as may be amended, and so long as such Hazardous Materials are generated, maintained, processed, produced, manufactured, used, treated, released, stored or remediated or disposed of in compliance with all Laws applicable thereto. In no event shall Lessee cause the deposit, release, or discharge of any Hazardous Materials to the air, soil or groundwater of the FSU Leased Properties in violation of applicable Law. Notwithstanding the foregoing,

Lessee shall have the right to continue to lawfully use and store certain Hazardous Materials as a “Large Quantity Generator” (collectively, “Permitted Excess”) directly related to the provision of medical services on the FSU Leased Properties (collectively, “Permitted Excess Use”); provided, however, Lessee shall at all times fully comply with all label or manufacturer’s instructions, standard industry practices, applicable Laws and the provisions set forth in this Agreement.

b. In the event any Hazardous Materials are in any manner generated, maintained, processed, produced, manufactured, used, treated, released, transported, stored, remediated or disposed of in or about the FSU Leased Properties, Lessee shall:

i. fully comply with all applicable Laws; provided, however, to the extent any provisions of federal, state, local, and other Laws conflict or provide inconsistent standards with respect to Hazardous Materials, Lessee shall comply with the strictest of such Laws in each such event of a conflict or inconsistency; and

ii. apply for and maintain all required licenses, approvals, and other authorizations (including, without limitation, obtaining and maintaining for any Permitted Excess a Hazardous Waste Generator Identification Number from the U.S. Environmental Protection Agency or any successor thereto); and

iii. accurately mark and label all Hazardous Materials in or about the FSU Leased Properties in accordance with applicable Laws; and

iv. maintain at all times an accurate inventory of any Permitted Excess of Hazardous Materials in or about the FSU Leased Properties (including, without limitation, the quantities all such Permitted Excess as well as the length of time such Permitted Excess is stored in or about the FSU Leased Properties); and

v. maintain, update, keep, and preserve all other information and documentation with respect to Hazardous Materials as may be required by applicable Law and as may otherwise be requested by Lessor; and

vi. cause all Hazardous Materials to be transported from the FSU Leased Properties and disposed of only by professional haulers authorized to handle and transport Hazardous Materials in accordance with U.S. Department of Transportation (“DOT”) requirements, all in accordance with applicable Laws; and

vii. maintain, update, keep, and preserve all material safety data sheets, record keeping, reporting, and other tracking systems for Hazardous Materials (which shall include, without limitation, such records and manifests related to the transportation and disposal of any Hazardous Materials); and

viii. provide appropriate training and updated training of personnel with respect to Hazardous Materials; and

ix. devise, update, and maintain at all times a contingency plan for emergencies related in any way to Hazardous Materials which may be located in or about the FSU Leased Properties; and

x. designate in accordance with applicable Laws and have available at all times such personnel and resources to respond to any emergency associated with Hazardous Materials; and

xi. timely submit copies of all required reports, applications, inspections, renewals, updates, and other submittals to the appropriate authorities with copies simultaneously sent to Lessor and, if required, the State of Florida; and

xii. not at any time use, store, or handle any such Permitted Excess in quantities or for lengths of time exceeding those permitted by applicable Laws; and

xiii. not apply for, seek or in any manner utilize any exemptions with respect to Hazardous Materials under applicable Laws without first obtaining Lessor's prior written consent. Upon receipt of a written request from Lessee for such written consent, Lessor shall use commercially reasonable efforts to respond to such request within thirty (30) days of Lessor's receipt of such request. If Lessor does not respond within sixty (60) days of Lessor's receipt of the request, then the request shall be deemed approved; and

xiv. upon ceasing any Permitted Excess or Permitted Excess Use, comply with all closure provisions under applicable Laws and provide Lessor and the State Florida, if required, with copies of all reports and other submittals with respect to such closure as well as copies of the final closure documentation; and

xv. promptly respond to inquiries from Lessor or the State of Florida, or any other governmental authority, and provide such information and documentation with respect to Hazardous Materials in or about (or suspected to be in or about) the Lessor

c. Lessee agrees at its sole cost to indemnify, defend (with counsel reasonably acceptable to Lessor) and hold Lessor and the Lessor Indemnitees (as defined herein) harmless from and against all environmental liabilities and costs, liabilities and obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages except as set forth below), disbursements or expenses of any kind (including attorneys' and experts fees and fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding, as well as any (i) governmental action, order, directive, administrative proceeding or ruling; (ii) any investigation or studies of conditions at the FSU Leased Properties; or (iii) any cleanup, remediation, removal, or monitoring of, or restoration work required due to, any pollution or contamination of or adverse effects on human health or the environment) that may at any time be imposed upon, incurred by or asserted or awarded against Lessor or any of Lessor Indemnitees in connection with or arising from or out of Lessee's violation of any of its obligations set forth in this Article II, Section 16. The provisions of this Article II, Section 16(c) will survive the normal expiration, non-renewal or termination of this Agreement.

17. Right of Entry and Inspection. Subject to Law, including but not limited to HIPAA and state confidentiality statutes and regulations, Lessor shall have reasonable access to, and a right to perform, at its sole cost and expense, reasonable inspections and tests of, the FSU Leased Properties and all operations and assets thereon and therein as reasonably may be required to determine Lessee's compliance with Laws and the City Restrictions, Lessee's obligations under this Agreement, and Lessor policies promulgated pursuant to Article XIV, Section 34. Reasonable access to the FSU Leased Properties shall be granted to Lessor upon at least five (5) days' prior notice to Lessee or sooner in an emergency situation as reasonably determined by Lessor, and such inspections and testing shall be conducted in manner so as not to unreasonably interfere or impair Lessee's operations. Lessor may, at its option, use third parties to conduct such inspections and tests. If corrective action is necessary as a result of any inspection or test, the Parties shall mutually agree on a corrective action plan. The Parties agree that Lessor's receipt of or satisfaction with any assessment, inspection, test or otherwise in no way waives any rights that Lessor may hold against Lessee or affects any liabilities of Lessee under this Agreement in any manner. Additionally, subject to compliance with HIPAA and state confidentiality statutes and regulations, each Party shall have reasonable inspection rights relating to the books and records of the other Party that are relevant to the other Party's performance under the Agreement and the Collaborative. Any such inspections shall be upon fifteen (15) days' prior written notice and shall be conducted at the cost of the requesting Party.

ARTICLE III

TERM

1. Term. The term of this Agreement shall begin on the Commencement Date, and, unless earlier terminated in accordance with the terms herein, shall continue for an initial term of forty (40) years (the "Initial Term"), and shall automatically renew for up to three (3) successive ten (10) year terms (each a "Renewal Term" and collectively with the Initial Term, the "Term"), unless either Party gives written notice of its intent not to renew the Lease for a Renewal Term (a "Non-Renewal Notice") not less than thirty-six (36) months prior to the expiration of the Initial Term or the Renewal Term then in effect, as applicable.

2. Commencement Date. For purposes of this Agreement, the term "Commencement Date" shall mean 12:00 a.m. on [_____].2026.

3. Surrender and Holding Over. Except as otherwise set forth herein, including, with respect to City Restrictions and/the Lessee ROFR, upon the expiration or earlier termination of this Agreement, Lessee shall (i) deliver up and surrender to Lessor possession of the FSU Leased Properties in compliance with the requirements of this Agreement, (ii) execute documentation of transfer and assignment in connection therewith, including the Improvements and (iii) transfer of the FSU Leased Properties from Lessee to Lessor. Should Lessee or any party claiming under Lessee remain in possession of the FSU Leased Properties, or any part thereof, after any expiration or termination of this Agreement, no tenancy or interest in the FSU Leased Properties shall result therefrom, but such holding over shall be an unlawful detainer and all such parties shall be subject to immediate eviction and removal, and Lessee shall, upon demand, pay to Lessor on monthly demand, as liquidated damages, a sum equal to one hundred fifty percent (150%) of the then

current monthly fair market value rent (with respect to the affected portion of the FSU Leased Properties for any period during which Lessee shall hold the FSU Leased Properties after the Term, in addition to any other costs, charges, expenses or fees incurred by Lessor to enforce its rights hereunder). In connection with Lessor's demand, Lessor shall provide Lessee with Lessor's independent appraiser's determination of fair market value rent. Within five (5) business days of receipt of such determination, Lessee shall either accept such determination or notify Lessor in writing that Lessee rejects such determination. If Lessee rejects such determination, within ten (10) business days of notifying Lessor of same, Lessee shall provide Lessor with Lessee's independent appraiser's determination of fair market value rent. Within ten (10) business days of receipt of such determination, Lessor shall either accept such determination or notify Lessee in writing that Lessor rejects such determination. If Lessor rejects such determination, within ten (10) business days of notifying Lessee of same, the two opinions of fair market value shall be compared to each other, and if the opinions of fair market value are within ten percent (10%) of each other based on the higher value, then the two opinions of fair market value will be averaged and that amount will be used as the fair market value. If one of the two opinions of fair market value is more than ten percent (10%) greater than the other, then, within such ten (10) business day period, each Party's appraiser shall select a third appraiser mutually acceptable to the Parties to formulate an additional opinion of fair market value. Each Party will pay one-half (1/2) of the fees and expenses of such third appraiser. Upon completion of the appraisal by the third appraiser, the third opinion of fair market value shall be compared to the other two opinions of fair market value, and the two opinions of fair market value that are closest to each other will be averaged and that amount will be used as the fair market value; provided, however, in no event will fair market value be less than the lower of the first two submitted valuations or more than the higher of the first two submitted valuations. Each Party's appraiser and the third appraiser shall be independent appraisers with at least seven (7) years' experience appraising commercial health care real estate. Each appraiser shall be licensed by the State of Florida. Each appraiser shall be a member of and shall have a "MAI" designation (or the then equivalent designation) by the American Institute of Real Estate Appraisers

4. Termination. For the avoidance of doubt, termination, expiration or non-renewal of this Agreement shall not relieve either Party of any liabilities owed by such Party to the other Party.

ARTICLE IV

FINANCIAL MATTERS

1. Base Rent. During the Term, the annual base rent for the FSU Leased Properties (the "Base Rent") shall be equal to the sum of \$1 per year payable to Lessor.

2. Additional Rent. In addition to the Base Rent, Lessee shall also pay any and all other charges or payments which Lessee is or becomes obligated to pay pursuant to this Agreement (collectively, the "Additional Rent" and together with the Base Rent, the "Rent"). Except as otherwise set forth herein, any Additional Rent owed to Lessor shall be due within thirty (30) days after receipt of any invoice therefor from Lessor documenting the basis for any such obligation of Lessee.

3. Additional Financial Matters. During the Term, in addition to the Rent and all other financial obligations of Lessee under this Agreement, Lessee shall also have the other additional financial obligations:

a. Repairs and maintenance expenses for the FSU Leased Properties will be budgeted each year during the Term in the Budgets to ensure appropriate upkeep of the FSU Leased Properties.

b. Lessee shall only use Lessee's collections, funds, revenue and resources for the benefit of Lessee and/or the community in accordance with requirements as a tax-exempt entity; for no other purposes.

4. Interest on Late Payment. If Lessor has not received at the address set forth in this Agreement, any payment of Rent owing to Lessor, when due, the outstanding and unpaid rent shall bear interest at a rate per annum equal to the lesser of eighteen percent (18%) or the maximum rate of interest allowed under applicable Law (the "Default Rate"), commencing on the day immediately following the date on which such undisputed Rent was due, provided the foregoing shall not prohibit the Parties from exercising any and all other remedies at such Party's disposal relating to any Rent amounts, including, without limitation, those remedies hereunder and under Law and shall be in addition to, and not in lieu of, any remedy.

5. Place of Payment and Form of Payment of Rent. Rent shall be payable to Lessor via wire transfer in accordance with wire instructions provided by Lessor to Lessee. Rent shall be paid to Lessor by Lessee in lawful money of United States of America without notice or demand except as otherwise provided herein.

6. Unrelated Business Income. If Lessor becomes aware at any time, from and after the Effective Date, of a change in law that any part of the payments by Lessee to Lessor under this Agreement may be subject to the Code or its regulations as unrelated business taxable income or may not be excludable from unrelated business taxable income, Lessor shall notify Lessee relating the change, and the impact of such change on Lessor and the Agreement, and then the Parties shall coordinate and cooperate with respect to such change, and if applicable, promptly negotiate an appropriate amendment of this Agreement.

7. Triple Net Lease. This Agreement is intended to be a triple net lease. Lessee agrees Lessor shall be free and clear of any expenses, charges, insurance or taxes whatsoever of any kind, character or nature (except as otherwise, if any, provided herein); it being understood and agreed to by Lessee that, except as expressly provided herein, Lessee shall bear responsibility during the Term for the payment of all costs and expenses associated with the management, operation, and maintenance of the FSU Leased Properties, including without limitation all costs and expenses described in this Agreement. Except as may be expressly provided otherwise in this Agreement, Lessor will not be required to make any payment on Lessee's behalf or for Lessee's benefit under this Agreement, or assume any monetary obligation of Lessee under this Agreement, or with respect to the FSU Leased Properties, and Lessee will not be required to make any payment on Lessor's behalf or for Lessor's benefit under this Agreement, or assume any monetary obligation

of Lessor under this Agreement, except with respect to the FSU Leased Properties as set forth herein.

8. Payment of Taxes. Lessee shall collect (as applicable) and pay to the appropriate collecting authorities all federal, state and local taxes and fees, which accrue during the Term on or against or with respect to the FSU Leased Properties, Lessee's Improvements and Major Alterations or the business conducted by Lessee, if any (together with any related interest and penalties but excluding any taxes on the net income of Lessor).

9. Bonds. Lessee shall continue to be responsible for one hundred percent (100%) of the annual debt service (inclusive of principal, interest, administrative expenses and rebate amounts) of the bonds issued by Lessee, with the City of Tallahassee acting as a conduit, in support of the FSU Leased Properties, and relating to Healthcare Facilities Revenue Refunding Bonds, Series 2015A, Series 2016A, and Series 2016B, in such amounts as set forth at **Exhibit C** (the "Bonds").

10. Financing. The Parties shall consult with each other regarding the future funding and financing of the FSU Leased Properties, including, as required for Improvements, Major Alterations and other capital expenditures. As a public body corporate, Lessor will solely handle any legislative appropriation requests. Notwithstanding any other language set forth herein, absent the prior written consent of Lessee, Lessor shall not engage in any financing or refinancing involving the FSU Leased Properties that may impact the Bonds or otherwise impair Lessee's ability to exercise the Lessee ROFR. Lessee may separately pursue funding from various governmental sources upon advance written notice to Lessor and Lessee shall not use Lessor's name or the name "FSU Health" for purposes of effecting such funding without FSU's prior written consent.

ARTICLE V

OPERATIONS

1. Operation. Lessee shall provide or arrange for the provision of all services and equipment necessary or required for its operation of the FSU Leased Properties in accordance with the Permitted Use. Without limiting the generality of the foregoing, Lessee shall retain its authority (i) to operate and participate in its current programs and activities and (ii) to develop, implement and operate new programs and activities from and after the date of the Affiliation that are deemed necessary by the Lessee Board to fulfill the community needs in the Service Area, except where such regional activities are deemed by the Lessee Board to (1) represent a conflict of interest with the Collaborative, (2) are duplicative or dilutive to the Collaborative and/or (3) are otherwise incompatible with the purposes of the Collaborative.

2. Permits. Lessee shall procure and maintain all licenses, permits and accreditations required for its use of the FSU Leased Properties and the Permitted Use.

3. Hospital. Lessee shall operate a not-for-profit medical center including a hospital and medically related programs for the diagnosis, treatment and care of sick and injured in accordance with applicable Law.

4. Emergency Care. The Hospital shall provide emergency care services in accordance with requirements imposed under applicable Law, including, those set forth in the Emergency Medical Treatment and Labor Act, 42 U.S.C. §1395dd, as the same may hereafter be amended to all persons who present to the Hospital emergency department without regard to their ability to pay for such services.

5. Patient Rights. Lessee shall provide for the diagnosis, treatment and care of sick and injured people without discrimination based on race, creed, national origin or sex, consistent with historical operations and accepted principles of hospital financial management. Lessee shall maintain a “Statement of Patient Rights and Responsibilities” which shall be posted and provided to admitted patients as required by Law.

6. Services. Lessee shall use the FSU Leased Properties to operate a full-service hospital consistent with the current scope of service offerings and/or as otherwise determined by Lessee during the Term to be reasonable and necessary based on consideration of community need, patient access, cost, available resources and other relevant considerations. Lessee shall not eliminate any material service offering without first consulting with Lessor.

7. Negative Covenants.

a. Without the prior written consent of Lessor, Lessee shall not relocate any operations of the TMH Group that existed at any time during the twelve (12) month period immediately preceding the Effective Date on the FSU Leased Properties from the FSU Leased Properties. **Exhibit B** shall also contain a list of all of the TMH Group’s activities as of the Effective Date that are not on the FSU Leased Properties. Upon receipt of a written request from Lessee for such consent, Lessor shall use commercially reasonable efforts to respond to such request within thirty (30) days of Lessor’s receipt of such request. If Lessor does not respond within sixty (60) days of Lessor’s receipt of the request, then the request shall be deemed approved. Without a Supermajority Vote, neither Lessee nor its Affiliates shall engage in any new material business activities at any location other than on the FSU Leased Properties.

b. The TMH Group shall not expend funds in excess of \$5,000,000.00 per annum for any capital or operating expense (in aggregate) outside of Leon and Bay Counties, Florida, without a Supermajority Vote.

c. Lessee shall not utilize any brand or trade name other than as permitted under the Branding Agreement, including, without limitation, those set forth under the terms of the grant of the license by Lessor to Lessee to use the trademark name of “FSU Health” in conjunction with the Lessee’s brand names.

d. Lessee shall not participate in any political campaign activities or make political campaign contributions, including contributions to a political action committee, in violation of its status as a tax-exempt entity under Section 501(c)(3) of the Code.

e. Except upon a Supermajority Vote, Lessee shall not incur any indebtedness (other than leases of equipment), serve as a guarantor for any indebtedness or otherwise mortgage its interest in this Agreement.

f. Lessee shall not undergo a change of control transaction as set forth in Article IX, Section 5 below without the prior written consent of Lessor.

g. Lessee shall ensure that all of its operations and holdings shall be within, or subsidiary(ies) of, Lessee or Affiliates of Lessee and maintained as such during the Term. Lessee shall ensure that the operations of the Excluded Properties are conducted in a coordinated and cooperative fashion with the FSU Leased Properties' operations. Further, Lessee shall ensure that Lessee's operations are not conducted in any manner to intentionally steer patients, services or service lines to the Excluded Properties or to intentionally incentivize providers to steer patients to the Excluded Properties.

h. Except for patient transfer agreements, Lessee may not engage in any relationship with any other hospital or health system except upon a Supermajority Vote.⁷

i. Lessee shall not engage in any action or omission that would cause any breach or default under the Bonds.

j. This section shall survive expiration, non-renewal or termination of this Agreement.

8. Charity Care. As of the Commencement Date, Lessee shall maintain its existing charity care policy (the "Charity Care Policy"). The Charity Care Policy shall be maintained during the Term in accordance with applicable Law and as required by the City Restrictions.

9. Compliance Program. Lessee shall maintain throughout the Term a compliance program designed by Lessee to prevent and detect violations of Laws, consistent with applicable Law and industry standards. Lessee shall require its employees to complete all compliance-related educational and other activities that may be required by Law and industry standards.

10. Accreditations. At all times during the Term, Lessee shall cause the Hospital to be accredited by The Joint Commission or other equivalent accrediting body.

11. Staffing. Except with respect to any shared employees as mutually agreed upon in writing by the Parties, Lessee shall employ all employees (including, without limitation, applicable clinicians such as physicians and advanced practice providers) (collectively, "Lessee Employees"), credential all providers in accordance with the medical staff bylaws of the Hospital ("Medical Staff Bylaws"), and contract with all contractors ("Lessee Contractors"), as necessary to operate the FSU Leased Properties. Lessee shall ensure that the Hospital has sufficient staff to meet any requirements under applicable Laws and accrediting bodies and also consistent with the industry standards. Lessee shall have financial responsibility for all compensation and benefits as well as the establishment and administration of comprehensive benefit plans. Lessor shall not be

⁷ NTD: please provide any grandfathered relationships.

considered to be the employer of any Lessee Employees nor shall the Parties be considered to be joint employers. Lessee shall further be responsible for all payments to all Lessee Contractors.

12. Payors. During the Term, Lessee shall participate as an in-network provider with Medicare, Medicaid and the State of Florida's workers' compensation program and use best efforts to participate as an in-network provider with all major managed care plans, provided that such participation and contracting arrangements with any commercial plan will be determined by Lessee to be in the best financial interests of the Hospital, as determined by Lessee in its discretion based on consideration of various factors, including, those relating to access, mission, financial sustainability and the goals of the Collaborative. Lessee shall consult with Lessor prior to ending any participation in any such payor contracting arrangement.

13. Medical Staff. All members of the medical staff of the Hospital shall be duly licensed to practice their profession in the State of Florida, at least board-eligible, and meet the requirements of the Medical Staff Bylaws and other regulatory requirements related to board certification completion.

14. Delegation; Subcontractors. Lessee may delegate certain rights and responsibilities and utilize subcontractors as reasonably required for the operation of the FSU Leased Properties on a basis consistent with its historical practice in effect prior to the Commencement Date. In no event shall any delegation or utilization release Lessee from any obligations under this Agreement, unless such release shall be evidenced by Lessor's express written agreement given in advance of such subcontracting, which agreement may be granted or withheld in Lessor's discretion, which shall not be unreasonably withheld.

ARTICLE VI

INSURANCE⁸

1. Lessee Responsibility for Insurance Coverage.

a. Throughout the Term, Lessee shall at all times maintain or cause to be maintained, with respect to the FSU Leased Properties insurance (or, in each case, commercially reasonable programs of self-insurance coupled with commercially reasonable excess insurance) with individual and aggregate coverage consistent with applicable Law for the State of Florida and consistent with hospital industry practices, and including, property casualty, general liability, workers compensation, medical malpractice, director and officer liability and cyber insurance. Without limiting the generality of the foregoing, such coverage shall include:

i. Covered Cause of Loss- Special Form (formerly known as "all risk") property insurance, including loss or damage caused by fire, lightning, sewer backup, vandalism, and malicious mischief, covering the buildings and improvements that comprise the FSU Leased Properties, including all Improvements, Major Alterations and betterments, with lower sub-limits of one hundred million dollars (\$100,000,000) for earth movement and one hundred and fifty million dollars (\$150,000,000) for named storm and fifty million dollars (\$50,000,000) for flood,

⁸ NTD: Request from FSU (1/22/26): TMH to provide documentation of insurance coverages to FSU.

respectively, without deduction for depreciation, including coverage for (i) business income in an amount to equal all minimum annual rent and other sums payable under this Agreement, (ii) debris removal, demolition, and increased cost of construction, and (iii) waiver of subrogation;

ii. A policy of commercial general liability insurance (ISO form CG 00 01 or equivalent) with respect to the FSU Leased Properties and Lessee's operations, wherever conducted, against liability for personal injury (including bodily injury and death) and property damage caused by, attributed to, or incurred in connection in any manner with the lease, use, operation, management, maintenance, replacement or repair of the FSU Leased Properties of not less than \$5,000,000 per occurrence and \$10,000,000 per project aggregate. Such comprehensive general liability insurance shall specifically include, but shall not be limited to, FSU Leased Properties and operations, products and completed operations, property damage liability, and contractual liability covering Lessee's indemnification obligations under this Agreement – per occurrence limit can be obtained through a combination of commercial general liability and excess liability policies; [if not included as part of the commercial general liability insurance policy, Lessee also shall maintain policy(ies) of directors' and officers' liability, cyber, and employment practices liability insurance with the same limits (which may be through a combination of primary and excess policies) as described above]⁹;

iii. A policy of automobile liability insurance for all owned and non-owned vehicles, including hired, rented or leased vehicles with coverage of not less than \$2,000,000 combined single limit per occurrence and Personal Injury Protection to the extent required by Law;

iv. With respect to work to construct Improvements and Major Alterations undertaken by Lessee, a Builder's Risk policy on a Special Covered Cause of Loss form protecting Lessor against damage caused by demolition, pile or any precarious work, which requirement may be satisfied, at Lessee's option, as a part of a Builder's Risk policy (inclusive of LEG 2 coverage) provided by the contractor for a particular construction project for 100% of completed value, on a replacement cost basis, including increased cost of construction; architect's fees and expenses; soft costs, cost of debris removal and foundations covering Lessor and Lessee as their interests may appear. This insurance must: (1) contain a waiver of subrogation in favor of Lessor; (2) grant permission to complete and occupy, (3) cover, for replacement cost, materials and equipment stored offsite (or in transit) for installation at the FSU Leased Properties, (4) insure against building collapse during construction, (5) cover products and completed operations, (6) continue through the contractor's exposure period for liability under the construction contract and (7) list Lessor as loss payee. Lessor also reserves the right to procure and maintain Lessor's own Builder's Risk policy as owner;

v. Boiler and machinery insurance coverage against loss or damage by explosion of steam boilers, pressure vessels and similar apparatus now or hereafter installed at the FSU Leased Properties, in an amount not less than \$5,000,000 with deductible provisions acceptable to Lessor;

⁹ NTD: FSU Request 1/24/26: Need more information on whether these are included or not and what the limits are.

vi. Workers' compensation insurance and Employers' Liability issued by a responsible carrier authorized under the Laws of the State of Florida to insure employers against liability under the Laws of the State of Florida, or any act hereafter enacted as an amendment thereto or in lieu thereof, or evidence of qualified self-insurance, sufficient to cover all persons employed by Lessee in connection with Lessee's use of the FSU Leased Properties;

vii. Medical malpractice liability insurance insuring claims arising out of malpractice or negligence in an amount not less than the amounts required under chapter 766, Florida Statutes;

viii. Lessee shall carry pollution liability coverage on a claims-made basis with limits no less than \$2,000,000 per occurrence covering Lessee's liability for the storage, transport, and distribution of Hazardous Materials on the FSU Leased Properties by adding ISO endorsement CG 24 15 or its equivalent to the CGL policy. Alternatively, Lessee may provide coverage through a separate pollution legal liability policy. The policy shall include such coverage for bodily injury, personal injury, loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of vapors, soot, fumes, acids, alkalis, toxic chemicals, liquid or gas, waste materials, or other irritants, contaminants, or pollutants into or upon the land, the atmosphere, or any water course or body of water, whether it be gradual or sudden and accidental. Lessor shall be named as an additional insured;

ix. A cyber liability policy in an amount not less than \$5,000,000 or such higher limit reasonably required by Lessor per occurrence and in the aggregate for both first-party and third-party damages with breach response limits of at least fifty percent (50%) of the liability limit and with coverage including:

- Notification costs
- Regulatory fines and penalties
- Crisis management costs
- Data asset restoration costs to repair or replace data
- Business interruption
- Extortion and ransomware threats including alignment with service providers who can arrange for access to cryptocurrency
- Computer or network systems attacks
- Denial or loss of service
- Introduction, implantation, or spread of malicious software code
- Unauthorized access and use of computer systems
- Privacy Liability
- Breach response coverage; and

x. Excess liability/umbrella coverage in an amount not less than \$10,000,000 per occurrence.¹⁰

¹⁰ NTD: FSU Information Request to FSU 1/22/26: what policies is this intended to sit over?

b. To the extent permitted by Law and if permitted by the applicable insurer, Lessee, for and on behalf of itself and each of its insurers (to the extent permitted by the applicable insurer), hereby waives any and all rights of subrogation against Lessor for any loss or damage arising from any cause covered by any insurance required to be carried by this Agreement or any other insurance actually carried by Lessee. Any contracts issued by Lessee to third parties for work performed at or on the FSU Leased Properties shall include similar waivers of subrogation in favor of and for the benefit of Lessor.

c. All insurance required in this Article VI and all renewals of such insurance shall be issued by companies authorized to transact business in the State of Florida, and consistent with ratings equal to or better than those maintained by Lessee prior to the Commencement Date. All insurance policies provided by Lessee shall expressly provide that the policies shall not be canceled or materially altered without thirty (30) days' prior written notice to Lessor.

d. The commercial general liability insurance policy which Lessee maintains according to this Agreement will name Lessor as certificate holders and additional insureds (collectively, the "Lessor Insured Parties"), and Lessor shall also be named as certificate holder and as loss payee on any property damage insurance, utilizing ISO endorsement CG 20 11 Additional Insured – Managers or Lessors of FSU Leased Properties or its equivalent.

e. Lessee shall deliver to Lessor upon occupancy of the FSU Leased Properties certificates of insurance and declaration pages for each policy required by this Agreement. Upon request by Lessor, Lessee shall promptly provide copies of original policies and all endorsements thereto.

f. All insurance required hereby shall provide that any failure of Lessee to comply with reporting requirement of a policy required hereby shall not affect coverage provided to the Lessor Insured Parties.

g. All liability policies maintained by Lessee pursuant to this Agreement shall be written as primary policies, not contributing with and not in excess of coverage that Lessor may carry, if any, and if and where permitted endorsed with waivers of subrogation and a severability of interest in favor of and for the benefit of the Lessor Insured Parties. Lessee shall require the workers' compensation policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

h. All insurance required hereby shall provide that the insurance companies issuing such required policies shall have no recourse against Lessor and Lessor's Affiliates for payment of premiums or for assessments under any form of the policies.

i. The coverage required hereunder shall contain no special limitations on the scope of protection afforded to the Lessor Insured Parties.

j. Claims-made insurance policies may be procured, provided that Lessee shall be responsible for promptly obtaining, in accordance with each policy's terms, tail coverage

upon the termination of any such policy, at Lessee's expense, for the maximum duration permitted by such policy.

k. Lessee shall be responsible for deductibles and self-insured retentions.

l. Lessee shall not: (i) do anything or fail to do anything which would allow an insurer to refuse or reduce a claim; (ii) fail to timely report any claims or any circumstances that could lead to a claim to an insurer; (iii) vary any required insurance in a manner that would adversely affect Lessor's interests without Lessor's prior written consent; or (iv) enforce, conduct, settle or compromise a claim without the prior written consent of Lessor.

m. Compliance with insurance requirements shall not relieve Lessee of any responsibility to indemnify Lessor for any liability to Lessor as specified in any other provision of the Agreement, and Lessor shall be entitled to pursue any remedy in law or equity if Lessee fails to comply with the contractual provisions of the Agreement. Indemnity obligations specified elsewhere in the Agreement shall not be negated or reduced by virtue of any insurance required, by a failure to obtain or maintain sufficient coverage, or by a carrier's (i) denial of insurance coverage for the occurrence or event which is the subject matter of the claim; or (ii) refusal to defend any named insured.

n. The insurance requirements under this Article VI and elsewhere in this Agreement shall be reviewed by Lessee on a regular basis throughout the Term to ensure that the coverages and minimum limits of such insurance shall be reasonable and customary for similar facilities of like size and operation in accordance with generally accepted insurance industry standards or otherwise in accordance with changes in Law or Lessor policy, and any such changes shall be subject to approval by the Lessee Board.

ARTICLE VII

GOVERNANCE

1. Lessee Bylaws. Lessee has delivered Amended and Restated Bylaws (the "Lessee Bylaws") to Lessor that have been approved by the Board of Directors of Lessee (the "Lessee Board") to be effective as of the Commencement Date, including, without limitation, provisions relating to the number of individuals (each a "Director") serving on the Lessee Board, eligibility requirements, nominating process, term period and limits, Lessee Board officers, and voting requirements. The individuals serving as Directors, including, the initial Ex Officio Voting Directors and the initial Ex Officio Non-Voting Directors as of the Commencement Date and as of October 1, 2026 is set forth in an Exhibit to the Lessee Bylaws ("Board Appointees"). Throughout the Term, the Lessee Board shall consist of seventeen (17) voting Directors, inclusive of two (2) Ex Officio Voting Directors, plus four (4) Ex Officio Non-Voting Directors. Throughout the Term, the Lessee Bylaws shall include the following:

a. The right of Lessor to nominate individuals to fill seven (7) of the members through September 30, 2026 and eight (8) of the members thereafter (all, collectively, the "Lessor Nominated Board Members") of the Lessee Board;

b. At least seventy-five percent (75%) of the Lessor Nominated Board Members and at least seventy-five percent of the remaining Directors (the “Non-Lessor Nominated Board Members”) shall be residents of Leon County, Florida or a county contiguous to Leon County, Florida.;

c. The Lessee Board may only refuse to appoint a Lessor Nominated Board Member to the Lessee Board for clear and unequivocal good cause, and Lessor shall then nominate a replacement Lessor Nominated Board Member;

d. The Ex Officio Voting Directors shall be part of the Non-Lessor Nominated Board Members;

e. Each Lessee Board voting Director shall hold one (1) vote;

f. Directors shall have terms of three (3) years, with staggered terms and term limits as more fully set forth in the Lessee Bylaws;

g. No more than three (3) Lessor Nominated Board Members shall be employees of FSU (and if there are three (3), then at least one (1) must be a physician;

h. No more than one (1) Lessor Nominated Board Member may be a trustee of Lessor, and prior to October 1, 2027, no Lessor Nominated Board Member may be a trustee of Lessor;

i. At least seven (7) Directors shall be physicians, two (2) of which shall be Lessor Nominated Board Members through September 30, 2027 and three (3) of which shall be Lessor Nominated Board Members thereafter;

The Board will be subject to requirements set forth in the Lessee Bylaws and applicable policies, including those relating to conflict-of-interest, confidentiality, and fiduciary obligation, that are attached as an exhibit to the Lessee Bylaws (the “Policies”).

2. Officers. The initial officers of the Lessee Board are identified in an Exhibit to the Lessee Bylaws (“Initial Officers”). The officer positions shall be Chairperson, Chairperson-Elect, Secretary and Treasurer (the “Officers”). Except for the Initial Officers, who shall serve for shorter terms, each Officer shall serve for a two (2) year term in that office. All Officers must be Directors. During the Term, two (2) of the Officers shall be Lessor Nominated Board Members. Commencing with October 1, 2027, a Lessor Nominated Board Member shall serve as the Chairperson for a two (2) year term and thereafter, the Chairperson, and by extension, the Chairperson-Elect seat shall rotate every two (2) years between a non-Lessor Nominated Board Member and a Lessor Nominated Board Member. The Lessee Board shall be responsible for the selection of any future individuals to fill any vacancy in the office of the Chief Executive Officer of Lessee (“CEO”) from and after the Commencement Date. The oversight of the CEO shall be the responsibility of the Lessee Board. The CEO shall be identified through a search committee comprised of an equal number of FSU Recommended Directors and Non-FSU Recommended

Directors. The CEO will be employed by Lessee and will have the sole and absolute discretion to hire all Lessee executives, provided that the CEO shall consult with the Officers prior to hiring any executive, including the lead executive of the Hospital, and subject to the requirements under the Lease and Operating Agreement for Panama City Beach relating to designation of executive(s) with responsibility for operations under the Panama City Beach operations.

3. Reserved Matters. The following decisions of the Lessee Board shall require the vote set forth in the Lessee Bylaws, which shall include the affirmative vote of at least (i) fifteen (15) Directors through September 30, 2026, (ii) fourteen (14) Directors through September 30, 2027 and (iii) thirteen (13) Directors thereafter (“Supermajority Vote”):

- a. Appointment/removal of the President and Chief Executive Officer of Lessee;
- b. Amendment to the Articles;
- c. Adoption of, and amendment to, the Lessee Bylaws and the Policies;
- d. Sale, lease or transfer of any, or all of the material assets of Lessee;
- e. Bankruptcy and/or declaration of insolvency of Lessee;
- f. Cessation of business by Lessee;
- g. Approval of capital Budgets; and
- h. Any other matter specified in this Agreement requiring a Supermajority Vote.

4. Amendment to Lessee Bylaws. In the event that the Lessee Bylaws are amended by a Supermajority Vote in a manner that modifies any requirement in this Article VII, then the modified requirement shall be deemed to be automatically incorporated into this Article VII.

5. Tax-Exempt Status. Lessee shall maintain throughout the Term, tax-exempt status in accordance with Section 501(c)(3) of the Code.

6. Fundraising.¹¹ Lessee shall retain authority with respect to fundraising activities for the FSU Leased Properties and other operations of Lessee; provided, however, that the Parties shall coordinate and cooperate to enhance access to fundraising opportunities.

7. Budgets. The Lessee Board and the Lessee Board Finance Committee shall timely approve and implement, during each year of the Term, operating and capital budgets (collectively, the “Budgets”) that support the strategic plan developed by the Lessee Board for the FSU Leased Properties. During the Term, the Lessee Board shall be given monthly budget reports. In the event that the variance for revenues or expenses on a natural class basis is greater or less than ten percent

¹¹ NTD: FSU Request 1/22/26: please provide the foundation Bylaws and recent fundraising history.

(10%) of the applicable line items in the Budget, then the Lessee Board shall be requested to give retroactive approval for such changes.

8. Community Needs Assessment. Lessee shall conduct a community health needs assessment for Lessee at least every three (3) years and timely provide the results thereof to Lessor.

ARTICLE VIII

METRICS

1. Material Metrics. During the Term, Lessee’s operation of the Hospital shall be measured in accordance with the material metrics set forth on **Exhibit D** attached hereto and made a part hereof (each, a “Material Metric” and collectively, the “Material Metrics”), as may be modified based upon the mutual agreement of the Parties from time to time. There is no cure period for a breach of a Material Metric

2. Performance Metrics. In addition, during the Term, Lessee’s operation of the Hospital shall also be measured in accordance with the performance metrics set forth on **Exhibit D** (each, a “Performance Metric” and collectively, the “Performance Metrics” and collectively with the Material Metrics, the “Metrics”), as may be modified based upon the mutual agreement of the Parties from time to time. In the event of any failure of Lessee to comply with any Performance Metric, Lessor may provide written notice of such failure to Lessee. Lessee shall have until the next applicable measurement date designated on **Exhibit D** following Lessor’s notice to cure such failure. Notwithstanding the foregoing, within sixty (60) days of the date of such notice, Lessee will work cooperatively with Lessor to create a written plan of correction regarding such Performance Metric which plan is reasonably satisfactory to Lessor, and Lessee will commence and diligently pursue all efforts under such plan. If Lessee does not correct the breach but demonstrates sufficient improvement in the breached Performance Metric by the next measurement date, then Lessee shall have until the next subsequent measurement date (i.e. until the second measurement date after receipt of the written notice described above to cure the breach.) For purposes of this provision, whether “sufficient improvement” has been made shall be determined reasonably by Lessor, taking into account the nature of the breached Performance Metric, the reason(s) for the breach, the degree of improvement, and other relevant factors. If the breach is not corrected by the next subsequent measurement date, then Lessor may, but is not obligated to, exercise its option to terminate this Agreement in accordance with Article XII. Notwithstanding the foregoing, no non-compliance with any Performance Metric shall be a cause for termination if Lessee has proposed changes to its management team, board oversight or other staffing and process changes that Lessor deems reasonable in addressing the persistent quality and/or financial issues at the Hospital such that Lessor can reasonably conclude that the Hospital’s community and academic mission will be safeguarded.

3. Supporting Documentation. Upon request, Lessee shall provide Lessor with supporting documentation reasonably necessary to document Lessee’s reporting on performance under the Metrics.

ARTICLE IX

WIND DOWN AND TRANSFERS

1. Generally. The Parties acknowledge and agree that if this Agreement is terminated for any reason or otherwise expires or is non-renewed, it is imperative that the Parties continue to work together in good faith during a transition period required to wind-down the Collaborative relating to the operation of the FSU Leased Properties in the Service Area (the “Wind Down Period”) to minimize potential disruption to the operation of the FSU Leased Properties and to its patients. This Article IX shall survive termination, expiration or non-renewal of this Agreement.

2. Wind Down Period. The Wind Down Period will commence upon issuance of the Non-Renewal Notice or the Termination Notice, whichever is applicable, and end (i) in the case of a Non-Renewal Notice, upon the expiration of the Initial Term or the Renewal Term then in effect, as applicable, or (ii) in the case of a Termination Notice, twelve (12) months from the date of the Termination Notice or a later date upon mutual agreement of the Parties or an earlier date if reasonably necessary due to the circumstance of the termination (any of the foregoing, the “Termination Date”).

3. Wind Down Process. As soon as practicable following commencement of the Wind Down Period, the Parties shall begin discussions for the orderly transition of the FSU Leased Properties to a New Partner. “New Partner” shall mean any of, as directed by Lessor or as otherwise required hereunder: (i) Lessor, (ii) another entity selected by Lessor, (iii) the City, as may be required under the City Restrictions or (iv) Lessee or an Affiliate of Lessee, including, with respect to Lessee’s exercise of the Lessee ROFR pursuant to Article IX, Section 4 below. The Parties will work together in good faith to minimize the costs of the transition to all Parties and ensure the preservation of Lessee’s ability to continue to operate the Excluded Properties. Areas to be addressed and, to the extent possible, concluded during the Wind Down Period to assure the orderly transition of the FSU Leased Properties will include, but are not limited to, the following, as applicable:

a. Transfer or assignment of liabilities comprising or relating the FSU Leased Properties and Lessee’s Medicare, Medicaid and other provider numbers and agreements with payors (except for those solely related to the Excluded Properties) to a New Partner, or change of control approvals required in accordance with applicable rules, as applicable, in an effort to preserve uninterrupted, continuing cash flow relating to the FSU Leased Properties and retention of all residency caps associated with such provider numbers.

b. Transfer of any applicable licenses, permits, accreditations and similar authorizations (except for those solely related to the Excluded Properties) to the extent assignable to a New Partner or change of control approvals required in accordance with applicable rules, as applicable.

c. Transition of the FSU Leased Properties’ electronic information systems and data to a New Partner or change of control approvals required in accordance with applicable rules, as applicable, at a charge to a New Partner based on Lessee’s actual costs incurred relating to such transition, with a preservation of Lessee’s right to continue to use such systems for its

Excluded Properties from and after the termination date, if permitted by Law, based on the reasonable allocated costs of such use as mutually agreed upon by the Parties.

d. Transfer of all patient records (except for those solely related to the Excluded Properties) to a New Partner with the New Partner responsible for third-party costs charged to Lessee in connection with such transfer and with the preservation of Lessee's right to continue to access such systems for its Excluded Properties, if permitted by applicable Law, from and after the termination date based on the allocated cost of such use as mutually agreed upon by the Parties.

e. Transition of employees providing services to the FSU Leased Properties and/or the potential transition of such employees to a New Partner, as applicable

f. Ongoing compliance with all terms and conditions of this Agreement through the Termination Date.

g. As directed by Lessor, transition or assignment of rights under all contracts to which Lessee is a party (except for those solely related to the Excluded Properties) and coordinate and cooperate in obtaining change of control approvals as may be required, as applicable.

h. Transfer of accounts for Utility Services relating to the FSU Leased Properties, as directed by Lessor and to the extent transferable.

i. Transfer or donation, as directed by Lessor, by Lessee of all usable inventories of supplies, drugs, food and other disposables, to a New Partner.

j. Such other issues as the Parties may identify to ensure the orderly transition with minimal disruption to the FSU Leased Properties and the Excluded Properties and minimal additional costs to the Parties or any New Partner.

4. FSU Leased Properties Change of Ownership or Control.

a. In recognition of the Parties' longstanding commitment to the Collaborative as set forth under the Collaborative Agreements, from and after the Effective Date until the tenth (10th) anniversary date of the Commencement Date, Lessor shall not sell, transfer, convey, finance or otherwise exchange any ownership interest or other rights in the FSU Leased Properties to any other person or entity without the prior written consent of Lessee (collectively, such transaction a "FSU Leased Properties Change of Ownership Transaction") other than a reconveyance to the City as required under the City Restrictions. For purposes of this Agreement, a FSU Leased Properties Change of Ownership Transaction shall include any direct or indirect transfer, conveyance or exchange of (i) any of the assets comprising the FSU Leased Properties, absent Lessee's approval or (ii) Lessor's right to appoint fifty percent (50%) or more of the FSU Recommended Directors to any other person or entity.

b. Lessor and Lessee recognize and acknowledge that a material inducement to the Lessee Board to enter into this Agreement relates to Lessee's right of first refusal ("Lessee ROFR") to purchase the FSU Leased Properties in connection with any FSU Leased Properties

Change of Ownership Transaction. The purchase price payable for the FSU Leased Properties shall be determined in accordance with the methodology set forth at **Exhibit E** (“ROFR Price”). Notwithstanding anything to the contrary herein, Lessee acknowledges and agrees that the Lessee ROFR is subject to the City Restrictions and Lessee’s ownership of the FSU Leased Properties if a closing occurs in connection with the Lessee ROFR shall be governed by the City Restrictions.

c. Lessor shall provide Lessee with written notice of a potential FSU Leased Properties Change of Ownership Transaction at least one hundred and eighty (180) days prior to any proposed transaction, and Lessee shall notify Lessor of its intent to exercise its ROFR within thirty (30) days of its receipt of such written notice from Lessee. Such notice shall include information relating to the potential acquiror or transferee of the FSU Leased Properties if Lessee elects not to exercise its ROFR (“Proposed Transferee”). In the event that Lessee elects to exercise the ROFR, the Parties will exercise good faith efforts to complete the acquisition within twelve (12) month period following the date of Lessee’s election, and Lessee shall be responsible for all of Lessor’s remaining obligations at that time under the City Restrictions.

d. If Lessee elects to not exercise the Lessee ROFR, any transfer by Lessor of the FSU Leased Properties shall be effected by Lessor with the Proposed Transferee in accordance with the terms set forth in the notice provided to Lessee regarding the Lessee ROFR within twelve (12) months following Lessee’s rejection of its ROFR (Lessee’s failure to respond to at least two (2) written notices to the Lessee CEO with a copy to Lessee’s General Counsel within the above thirty (30) day period shall be deemed to mean that the Lessee ROFR is not exercised and that such rejection was effective on the thirtieth (30th) day), and if such transaction that Lessee elected to not exercise the Lessee ROFR on does not close within such twelve (12) month period on the terms and conditions set forth in the notice provided to Lessee, Lessor shall be required to re-initiate the notice process and provide Lessee with a new Lessee ROFR. In the event that Lessee elects to not exercise the Lessee ROFR, neither Lessee nor its Affiliates nor any of Lessee’s or its Affiliates’ directors, officers, employees, contractors and agents, directly or indirectly, shall raise objections to the transfer by Lessor of the FSU Leased Properties to the Proposed Transferee.

e. For the avoidance of doubt, any transfer following Lessee’s rejection of its Lessee ROFR (i) shall continue to be subject to the terms and conditions set forth under this Agreement, (ii) shall not result in any amendment, modification, waiver, diminishment or impairment of Lessee’s interests hereunder, and (iii) Lessee and Proposed Transferee (with respect to Lessor’s obligations) shall remain responsible for the performance hereunder.

5. Change in Control of Lessee. Lessee shall not undergo a change of control transaction without the prior written consent of Lessor. For purposes of this Agreement, a “change of control” of Lessee (“Lessee Change of Control”) shall mean in one, or a series of transactions: (a) a change or transfer of the right to designate fifty percent (50%) or more of the ten (10) Non-FSU Recommended Directors that are designated by Lessee as of the Commencement Date, or fifty percent (50%) or more of the nine (9) Non-FSU Recommended Directors on or after October 1, 2027, (b) the merger or consolidation of Lessee into another entity where Lessee is not the surviving entity, (c) the establishment of a member of Lessee, and/or (d) the sale, lease or transfer of all or substantially all of Lessee’s assets.

ARTICLE X

DISPUTE RESOLUTION; ARBITRATION

1. Generally. The provisions of this Article X shall control the resolution of any and all claims, controversies or disputes (“Disputes”) between the Parties that arise regarding one or more provisions of this Agreement, except as otherwise set forth herein.

2. Meet and Confer. Any and all Disputes between the Parties that are not timely resolved by the Parties following thirty (30) days of good faith efforts to resolve the Dispute shall be subject to the following dispute resolution procedure:

a. Either Party may provide the other Party with a written request for President of Lessor and the Chief Executive Officer of Lessee, or their respective designees shall meet to discuss and attempt to resolve the Dispute (the “First Executive Meeting”).

b. In the event the Dispute remains unresolved following the First Executive Meeting, then, the Parties shall continue to use good faith efforts to resolve the Dispute, and within thirty (30) days following such First Executive Meeting, the President of the Lessor and the Chief Executive Officer of Lessee shall meet to discuss and attempt to resolve the Dispute (the “Second Executive Meeting”).

c. In the event the Dispute remains unresolved following the Second Executive Meeting, then the Parties may undertake one or more of the following measures (without any requirement as to order or priority, except as expressly indicated) or may determine:

- i. To accept no resolution, in which case the status quo shall continue;
- ii. If mutually agreed by the Parties, the Parties may participate in voluntary, non-binding third-party mediation in accordance with Article X, Section 3 below; or
- iii. Any Party may arbitration in accordance with Article X, Section 4 below.

3. Mediation. If the Parties mutually agree in writing to participate in voluntary third-party mediation, the Parties shall agree on a mediator. If the Parties are unable to agree on a mediator within ten (10) business days, the mediator shall be selected in accordance with the alternative dispute resolution process established by the AHLA Rules. The mediator shall have no authority to impose a resolution but shall work with the Parties to reach a mutually acceptable solution. The Parties shall give the mediator their full cooperation and shall participate in all sessions convened by the mediator. The cost of mediation shall be borne equally by the Parties.

4. Arbitration. Except in the event of a Party seeking injunctive relief or other equity remedy or as otherwise prohibited by Law, any claim that a Party has against the other Party under this Agreement shall be brought in binding arbitration pursuant to the AHLA Rules. The arbitration shall be conducted by a single arbitrator selected in accordance with the AHLA Rules, provided

that the Parties agree that any arbitrator selected must be a Qualified Individual. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. All costs of said arbitration, including the arbitrator's fees, if any, shall be borne equally by the Parties, unless the arbitration decision and award provides otherwise. All legal fees incurred by each Party in connection with said arbitration shall be borne by the Party who incurs them, unless the arbitration decision and award provide otherwise. The Parties agree that the decision and award of the arbitrator shall be final and conclusive upon the Parties, in lieu of all other legal, judicial proceedings between them, that no appeal or judicial review of the arbitrator's award shall be taken, and that the decision and award may be entered as a judgment in, and enforced by, any court of competent jurisdiction. For the avoidance of doubt, the Parties acknowledge and agree that remedies available to either Party, and which may be included in an arbitrator's award, in the event of a material default by either Party of its obligations hereunder may include, without, limitation, a non-defaulting Party's right (i) to recover damages and/or (ii) to offset any damages due to the non-defaulting Party from amounts due to the defaulting Party.

5. Equitable Remedies. Each Party acknowledges and agrees that irreparable injury to the other Party may occur in the event that any provision of this Agreement is not performed by the Party in accordance with its specific terms or is otherwise breached by the Party and that such injury would not be adequately compensable because of the difficulty of ascertaining the amount of that will be suffered by the other Party in the event that this Agreement is breached by the Party. It is accordingly agreed that, notwithstanding any other language set forth herein, the other Party shall be entitled, in addition to any other remedy to which it is entitled at law or in equity, to specific enforcement of, and injunctive relief, without proof of actual losses, to prevent any violation of the terms hereof by the Party, and the Party will not take action directly or indirectly, in opposition to the other Party seeking such relief on the grounds that any other remedy or relief is available at law or in equity. Any requirements for the securing or posting of any bond with respect to such remedy are hereby waived, and the Parties shall be entitled to immediately seek injunctive relief, specific performance or other equitable relief if (i) the facts or circumstances would permit a Party to seek equitable relief in a court of competent jurisdiction, or (ii) due to exigent circumstances, such relief is necessary to preserve the status quo.

ARTICLE XI

INDEMNIFICATION

1. Indemnification by Lessee. Lessee shall indemnify, defend and hold harmless Lessor, Lessor's affiliates and all of their administrators, board members, officers, agents, and employees, together with any of their respective successors and assigns (collectively, the "Lessor Indemnitees"), against any and all loss, cost, damage, liability or expense as incurred (including but not limited to actual attorneys' fees and legal costs) arising out of or related to any claim, suit or judgment brought by or in favor of any person or persons for damage, loss or expense due to, but not limited to, bodily injury, including death, or property damage sustained by such person or persons which arises out of, is occasioned by or is attributable to the acts, omissions, use of, and/or activities of Lessee, Lessee's Affiliates or their respective officers, agents, board members, administrators, employees, invitees, permittees, contractors or subcontractors. Lessee shall further indemnify, defend and hold harmless the Lessor Indemnitees from any and all

claims, demands, litigation or governmental action involving the presence or suspected presence of Hazardous Materials on or in the FSU Leased Properties, any violation of any Law, any breach of this Agreement by Lessee, anything in connection with the Excluded Properties, any Lessee default under the Bonds and all liabilities of Lessee, including, without limitation, any claims by any Lessee Employee, Lessee Contractor, patient and/or invitee. All the foregoing indemnification provisions shall apply to Permitted Uses, as well as uses that are not permitted under this Agreement. All of the indemnification obligations of Lessee shall exclude any loss, cost, damage, liability or expense as incurred (including but not limited to actual attorneys' fees and legal costs) which arises out of, is occasioned by, or is attributable to (i) the negligence or willful misconduct of any one or more Lessor Indemnitees or (ii) a breach by Lessor or its Affiliates of any obligation under this Agreement.

2. Lessor Responsibility. To the extent authorized and permitted by Law, Lessor agrees to be responsible for any damage to the FSU Leased Properties caused by the negligent and wrongful acts of Lessor's employees, officers and agents acting within the scope of their employment. However, nothing herein shall constitute an indemnity or waiver of sovereign immunity enjoyed by Lessor beyond the limitations set forth in Section 768.28, Florida Statutes. Provided further, in no event, shall Lessor be responsible for any loss of profit, indirect, incidental, special, punitive or consequential damages arising out of or relating to this Agreement.

3. Third-Party Claim Process. Promptly after receipt by a Lessor Indemnitee (an "Indemnified Person") of notice of the assertion of any claim by a third party (a "Third-Party Claim"), whether or not involving any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any governmental body or arbitrator (a "Proceeding"), such Indemnified Person shall give notice to Lessee (the "Indemnifying Person") of the assertion of such Third-Party Claim, provided that the failure to notify the Indemnifying Person will not relieve the Indemnifying Person of any liability that it may have to any Indemnified Person, except to the extent that the Indemnifying Person demonstrates that the defense of such Third-Party Claim is prejudiced by the Indemnified Person's failure to give such notice. If an Indemnified Person gives notice to the Indemnifying Person pursuant hereto of the assertion of a Third-Party Claim, the Indemnifying Person shall be entitled to participate in the defense of such Third-Party Claim and, to the extent that it wishes (unless (i) the Indemnifying Person is also a person against whom the Third-Party Claim is made and the Indemnified Person determines in good faith that joint representation would be inappropriate or (ii) the Indemnifying Person fails to provide reasonable assurance to the Indemnified Person of its financial capacity to defend such Third-Party Claim and provide indemnification with respect to such Third-Party Claim), to assume the defense of such Third-Party Claim with counsel satisfactory to the Indemnified Person. After notice from the Indemnifying Person to the Indemnified Person of its election to assume the defense of such Third-Party Claim, the Indemnifying Person shall not, so long as it diligently conducts such defense, be liable to the Indemnified Person under this Article XI for any fees of other counsel or any other expenses with respect to the defense of such Third-Party Claim, in each case subsequently incurred by the Indemnified Person in connection with the defense of such Third-Party Claim. If the Indemnifying Person assumes the defense of a Third-Party Claim, no compromise or settlement of such Third-Party Claim may be effected by the Indemnifying Person without the Indemnified

Person's written consent unless (A) there is no finding or admission of any violation of any applicable Law or any violation of the rights of any person; (B) the sole relief provided is monetary damages that are paid in full by the Indemnifying Person; and (C) the Indemnified Person shall have no liability with respect to any compromise or settlement of such Third-Party Claim effected without its written consent. Notwithstanding the foregoing, if the claim involves non-monetary, equitable relief, the Indemnified Person may, by notice to the Indemnifying Person, assume the exclusive right to defend, compromise or settle such Third-Party Claim, but the Indemnifying person will not be bound by any determination of any Third-Party Claim so defended for the purposes of this Agreement or any compromise or settlement effected without its written consent (which may not be unreasonably withheld). With respect to any Third-Party Claim subject to indemnification under this Article XI: (i) both the Indemnified Person and the Indemnifying Person, as the case may be, shall keep the other person fully informed of the status of such Third-Party Claim and any related Proceeding at all stages thereof where such person is not represented by its own counsel, and (ii) the parties agree (each at its own expense) to render to each other such assistance as they may reasonably require of each other and to cooperate in good faith with each other in order to ensure the proper and adequate defense of any Third-Party Claim. With respect to any Third-Party Claim subject to indemnification under this Article XI, the parties agree to cooperate in such a manner as to preserve in full (to the extent possible) the confidentiality of all Confidential Information and the attorney-client and work-product privileges. In connection therewith, each party agrees that, to the extent allowed by law: (i) it will use its commercially reasonable efforts, in respect of any Third-Party Claim in which it has assumed or participated in the defense, to avoid production of Confidential Information (consistent with applicable Law and rules of procedure), and (ii) all communications between any party hereto and counsel responsible for or participating in the defense of any Third-Party Claim shall, to the extent possible, be made so as to preserve any applicable attorney-client or work-product privilege.

4. Non-Third-Party Claim Process. A claim for indemnification for any matter not involving a Third-Party Claim may be asserted by notice to Lessee and shall be paid promptly by Lessee after such notice.

5. Survival. This Article XI shall survive termination, expiration or non-renewal of this Agreement.

ARTICLE XII

EVENTS OF DEFAULT

1. Lessee Event of Default. [Details Under Development by the Parties]
2. Lessor Event of Default. A default by Lessor (a "Lessor Event of Default") will occur under this Agreement if Lessor fails to perform any of Lessor's material obligations or covenants under this Agreement, and such failure is not cured within ninety (90) calendar days after Lessor's receipt of written notice from Lessee of this failure; provided, however, that no Lessor Event of Default will occur if Lessor begins to cure the failure forming the basis of the Lessor Event of Default within ninety (90) calendar days after its receipt of such notice and

continues such cure with reasonable diligence for such period as is reasonably necessary to cure the failure. Any uncured Lessor Event of Default shall be considered to be a Dispute.

3. Remedies. Except as otherwise expressly provided in this Agreement, all rights and remedies of the Parties provided for herein shall be construed and held to be cumulative, and no single right or remedy shall be exclusive of any other which is consistent with the former.

4. Termination Notice; Effect of Termination. The occurrence of a Lessee Event of Default or a Lessor Event of Default, as applicable, shall provide the non-defaulting Party with the option to terminate this Agreement, subject to the Article X process if it is a Dispute. The occurrence of a Lessor Event of Default or a Lessee Event of Default, as applicable, shall also provide the non-Defaulting Party with the right to recover damages and any other remedies determined pursuant to Article X.

5. Survival. This Article XII shall survive termination, expiration or non-renewal of this Agreement.

ARTICLE XIII

REPRESENTATIONS AND WARRANTIES

1. Lessor Representations and Warranties. Lessor represents and warrants that the statements contained in this Article XIII, Section 1 are correct and complete as of the Effective Date and will be correct and complete as of the Commencement Date.

a. Lessor is a public body corporate of the State of Florida. Lessor is validly existing and in good standing under the Laws of the State of Florida.

b. This Agreement, including the other Collaborative Agreements, constitutes the legal, valid and binding obligation of Lessor, enforceable against Lessor in accordance with its terms, and any other agreement executed and delivered by Lessor in connection with this Agreement will constitute the legal, valid and binding obligation of Lessor, enforceable against Lessor in accordance with its terms.

c. Neither the execution and delivery of this Agreement nor the consummation or performance of any obligation under this Agreement will, directly or indirectly (with or without notice or lapse of time):

i. Conflict with any resolution adopted by Lessor's Board of Trustees;

ii. Give any governmental body or other person the right to any successful remedy or relief under any legal requirement to which Lessor may be subject;

iii. Contravene, conflict with, or result in a violation or breach of any of the terms or requirements of, or give any governmental body the right to revoke, withdraw, suspend, cancel, terminate or modify any governmental authorization held by Lessor; or

iv. Cause Lessee to become subject to, or to become liable for the payment of, any liability of Lessor, except as expressly required hereunder.

d. Lessor warrants that Lessor will not take any action, fail to take any action, enter into any agreement or consummate any transaction that would prevent Lessor from performing Lessor's obligations under this Agreement.

e. All corporate actions of Lessor, including, any and all actions required by Lessor as an instrumentality of the State of Florida, necessary for the execution, delivery, and performance of this Agreement and the other Collaborative Agreements and required board approvals have been taken pursuant to proper and valid board approval. The execution and delivery of this Agreement and the other Collaborative Agreements and performance of Lessor's obligations hereunder and thereunder are not and will not be prohibited by, do not and will not materially violate or conflict with any provision of, and do not and will not constitute a material default under or a material breach of the governing documents of Lessor.

f. There is no order to which Lessor is subject that would limit or affect Lessor's ability to enter into or perform any obligation under this Agreement.

g. Lessor is not suspended, excluded, barred, or sanctioned by any State or Federal health care program, including those set forth in 42 U.S.C. § 1320a-7b(f) (collectively, the "Health Care Programs").

h. To Lessor's knowledge, no Lessor personnel has engaged in any activities which are prohibited under any Law, or the regulations promulgated thereunder pursuant to such statutes, or related state or local statutes or regulations, or which are prohibited by rules of professional conduct, including the following: (a) knowingly and willfully making or causing to be made a false statement or representation of a fact in any application for any benefit or payment; (b) knowingly and willfully making or causing to be made any false statement or representation of a fact for use in determining rights to any benefit or payment; (c) knowingly and willingly concealing any event affecting the initial or continued right to receive any benefit or payment with intent to fraudulently secure such benefit or payment in an amount or quantity greater than that which is due or which is authorized; or (d) knowingly and willfully soliciting or receiving any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in cash or in kind or offering to pay or receive such remuneration (1) in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid or (2) in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing, or ordering any good, facility, service or item for which payment may be made in whole or in part by Medicare or Medicaid. Lessor is not a party to any Corporate Integrity Agreement or similar settlement, compliance, or oversight agreement with any governmental body relating to Laws.

Notwithstanding anything herein to the contrary, the Parties acknowledge and agree that Lessor's non-compliance with any of the representations and warranties made under this Article XIII, Section 1 that do not have a material adverse effect on this Agreement shall not be grounds for termination of this Agreement.

2. Lessee Representations and Warranties. Lessee represents and warrants that the statements contained in this Article XIII, Section 2 are correct and complete as of the Effective Date and will be correct and complete as of the Commencement Date and throughout the Term.

a. Lessee was incorporated pursuant to the Florida Not For Profit Corporation Act by the filing of its Articles of Incorporation with the Secretary of State of the State of Florida on June 27, 1979, as amended (the “Articles”), and shall be further amended effective as of the Commencement Date as mutually agreed upon by the Parties (“Articles Amendment”). Lessee is a nonprofit corporation organized under the Laws of the State of Florida. Lessee is validly existing and in good standing under the Laws of Florida.

b. This Agreement constitutes the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, and constitutes the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms. The Lessee Board has authorized the execution and delivery of this Agreement and the performance of all of Lessee’s obligations hereunder.

c. Neither the execution and delivery of this Agreement nor the consummation or performance of any obligation under this Agreement will, directly or indirectly (with or without notice or lapse of time):

i. Breach any resolution adopted by the Board of Directors of Lessee taken prior to Commencement Date;

ii. Give any governmental body or other person the right to any successful remedy or relief under any legal requirement to which Lessee may be subject;

iii. Contravene, conflict with, or result in a violation or breach of any of the terms or requirements of, or give any governmental body the right to revoke, withdraw, suspend, cancel, terminate or modify any governmental authorization held by Lessee; or

iv. Cause Lessor to become subject to, or to become liable for the payment of, any liability of Lessee.

d. Lessee warrants that Lessee will not take any action, fail to take any action, enter into any agreement or consummate any transaction that would prevent Lessee from performing Lessee’s obligations under this Agreement.

e. All corporate actions of Lessee necessary for the execution, delivery, and performance of this Agreement and required board approvals have been taken pursuant to proper and valid board approval. The execution and delivery of this Agreement by Lessee and the performance of Lessee’s obligations under this Agreement will not result in the creation of any material lien, charge, or encumbrance of any kind or the acceleration of any material indebtedness or other material obligation of Lessee and are not and will not be prohibited by, do not and will not materially violate or conflict with any provision of, and do not and will not constitute a default under or a breach of the governing documents of Lessee, nor will it have a material adverse effect

upon any contract, lease, agreement, indenture, mortgage, pledge, lease, sublease, option, or commitment to which Lessee is a party or by which Lessee is bound.

f. To Lessee's knowledge, (i) all applicable Lessee personnel who are medical providers are participating in or otherwise authorized to receive reimbursement from Medicare and Medicaid, (ii) all necessary certifications and contracts required for participation in such programs are or will be at such time as required in full force and effect and have not been amended or otherwise modified, rescinded, revoked or assigned, and no condition exists or event has occurred which in itself or with the giving of notice or the lapse of time or both would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such third-party payer program or the obligation to make any repayment with respect to any federal health care program, and (iii) no Lessee personnel are excluded from participation in Medicare, Medicaid or any other federal health care program.

g. To Lessee's knowledge, no Lessee personnel has engaged in any activities which are prohibited under any Law, or the regulations promulgated thereunder pursuant to such statutes, or related state or local statutes or regulations, or which are prohibited by rules of professional conduct, including the following: (a) knowingly and willfully making or causing to be made a false statement or representation of a fact in any application for any benefit or payment; (b) knowingly and willfully making or causing to be made any false statement or representation of a fact for use in determining rights to any benefit or payment; (c) knowingly and willingly concealing any event affecting the initial or continued right to receive any benefit or payment with intent to fraudulently secure such benefit or payment in an amount or quantity greater than that which is due or which is authorized; or (d) knowingly and willfully soliciting or receiving any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in cash or in kind or offering to pay or receive such remuneration (1) in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid or (2) in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing, or ordering any good, facility, service or item for which payment may be made in whole or in part by Medicare or Medicaid. Lessee is not a party to any Corporate Integrity Agreement or similar settlement, compliance, or oversight agreement with any governmental body relating to Laws.

h. There is no order to which Lessee is subject that would limit or affect Lessee's ability to enter into or perform any obligation under this Agreement.

i. All clinical Lessee personnel are "health care providers" as defined in Fla. Stat. § 766.1115 and are thus named insureds covered under Lessee's professional liability insurance. To the knowledge of Lessee, no Lessee personnel are in material default with respect to any provision contained in any policy covering the professional acts of such Lessee personnel and none of them has failed to give any notice or present any claim under any such policy in a due and timely fashion.

j. To Lessee's knowledge, neither City nor Lessee has any claim or cause of action against the City of Tallahassee arising out of, or related to, the Current City Lease Agreement.

Notwithstanding anything herein to the contrary, the Parties acknowledge and agree that Lessee's non-compliance with any of the representations and warranties made under this Article XIII, Section 2 that do not have a material adverse effect on this Agreement shall not be grounds for termination of this Agreement.

ARTICLE XIV

MISCELLANEOUS

1. Regulatory Compliance.

a. This Agreement is intended to comply with all Laws and all requirements applicable to tax-exempt entities under Sections 501(c)(3), as applicable to Lessee, or 115 of the Code, as applicable to Lessor, and nothing herein is intended to require, nor shall this Agreement to be construed or interpreted as requiring, directly or indirectly, explicitly or implicitly, any Party to take any action that would violate any Law, jeopardize its tax-exempt status, or impact its ability to receive governmental or private funds for the provision of health care services. If any Party determines in good faith that the terms of this Agreement violate any Law or tax-exempt requirement, or in case of a change of Law that results in any Party determining in good faith that this Agreement would or could potentially violate any Law in any material respect or jeopardize its tax-exempt status, the Parties will negotiate in good faith to amend this Agreement to assure continuing compliance with all Laws and tax-exempt requirements.

b. Each Party shall, at its own expense, at all times during the Term: (i) comply with all applicable Laws and all other governmental requirements, as well as all applicable policy and regulations; and (ii) have all applicable governmental permits, licenses, consents, and approvals necessary to perform Lessee's obligations under the Agreement.

c. No Requirement to Refer. Nothing in this Agreement, whether written or oral, nor any consideration in connection herewith, contemplates or requires the referral of any patient. This Agreement is not intended to influence the judgment of a Party to this Agreement or any of their employees or agents, including without limitation, any physician or other healthcare professional, in selecting the medical facility or professional that is appropriate for the proper care and treatment of patients.

2. Interpretation. In this Agreement, unless a clear contrary intention appears:

- a. the singular number includes the plural number and vice versa;
- b. reference to any person includes such person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a person in a particular capacity excludes such person in any other capacity or individually;
- c. reference to any gender includes the other gender;

d. reference to any agreement, document, or instrument means such agreement, document, or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;

e. reference to any Law means such Law as amended, modified, codified, replaced, or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated;

f. "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section or other provision hereof;

g. "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term;

h. "or" is used in the inclusive sense of "and/or";

i. with respect to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding";

j. references to "day" shall mean a business day; and

k. references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto.

3. Legal Representation of the Parties. This Agreement was negotiated by the Parties with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party shall not apply to any construction or interpretation hereof.

4. Expenses. Except as otherwise provided in this Agreement, each Party will bear its respective fees and expenses incurred in connection with the preparation, negotiation, execution, and performance of this Agreement, including all fees and expense of its representatives.

5. Public Announcements. Any public announcement, press release, or similar publicity with respect to this Agreement will be issued, if at all, at such time and in such manner as the Parties shall mutually determine.

6. Confidential Information.

a. Restricted Use of Confidential Information. Subject to Article XIV, Section 6(g) (HIPAA Override) herein, except as otherwise required by Law, a Party receiving Confidential Information ("Receiving Party") acknowledges the confidential and proprietary nature of Confidential Information received from the Party disclosing the Confidential Information ("Disclosing Party") and agrees that such Confidential Information to the extent allowed by Law (i) shall be kept confidential by the Receiving Party; (ii) shall not be used for

any reason or purpose other than to evaluate and perform under this Agreement and the other Collaborative Agreements; and (iii) without limiting the foregoing, shall not be disclosed by the Receiving Party to any other person, except in each case as otherwise expressly permitted by the terms of this Agreement or with the prior written consent of an authorized representative of Lessor or Lessee, as applicable. A Party shall disclose the Confidential Information of the other Party only to its authorized representatives who require such material and are informed of and bound by the obligations of this Article XIV, Section 6, and subject to the limitations imposed under applicable law and Lessee Governance Documents, including the Policies. Each Party shall (x) enforce the terms of this Article XIV, Section 6 as to its respective representatives; (y) take such action to the extent necessary to cause its representatives to comply with the terms and conditions of this Article XIV, Section 6; and (z) be responsible and liable for any breach of the provisions of this Article XIV, Section 6 by it or its representatives.

b. Exceptions. This Article XIV, Section 6 does not apply to that part of the Confidential Information of a Disclosing Party that a Receiving Party demonstrates (i) was, is, or becomes generally available to the public other than as a result of a breach of this Article XIV, Section 6 by the Receiving Party or its representatives; (ii) was or is developed by the Receiving Party independently of and without use of or reference to any Confidential Information of the Disclosing Party; or (iii) was, is, or becomes available to the Receiving Party on a non-confidential basis from a third party not bound by a confidentiality agreement or any other legal, fiduciary or other obligation restricting disclosure.

c. Legal Proceedings. Subject to additional requirements set forth in Article XIV, Section 6, if a Receiving Party becomes compelled by Law or is requested by a governmental body having regulatory jurisdiction over the Collaborative Agreements to make any disclosure that is prohibited or otherwise constrained by this Article XIV, Section 6, that Receiving Party shall provide the Disclosing Party with prompt notice of such compulsion or request and coordinate and cooperate with Disclosing Party regarding the receipt of an appropriate protective order or other appropriate remedy or a waiver from Disclosing Party regarding Receiving Party's compliance with the provisions of this Article XIV, Section 6 with respect to such request. In the absence of a protective order or other remedy provided following the Receiving Party's coordination and cooperation with the Disclosing Party, the Receiving Party may disclose that portion (but only that portion) of the Confidential Information of the Disclosing Party that, based upon advice of the Receiving Party's counsel, the Receiving Party is legally compelled to disclose to such governmental body, provided, however, that the Receiving Party shall use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded by any person to whom any Confidential Information is so disclosed. The provisions of this Article XIV, Section 6 do not apply to any legal proceedings between the Parties related to the Collaborative Agreements and do not apply to any public record requests.

d. Return or Destruction of Confidential Information. Except as required by Law, if this Agreement is terminated, each Receiving Party shall, to the extent allowed by Law, (i) destroy all Confidential Information of the Disclosing Party prepared or generated by the Receiving Party without retaining a copy of any such material; (ii) promptly deliver to the Disclosing Party all other Confidential Information of the Disclosing Party, together with all copies thereof, in the possession, custody or control of the Receiving Party or, alternatively, with the

written consent of the Disclosing Party, destroy all such Confidential Information; and (iii) certify all such destruction in writing to the Disclosing Party, provided, however, that the Receiving Party may retain a list that contains general descriptions of the information it has returned or destroyed to facilitate the resolution of any controversies after the Disclosing Party's Confidential Information is returned.

e. Attorney-Client Privilege. Notwithstanding any other language set forth herein, the Disclosing Party is not required to disclose to the Receiving Party, and to the extent that any such disclosure is made, the Disclosing Party is not waiving, and will not be deemed to have waived or diminished, any of its attorney work-product protections, attorney-client privileges, or similar protections and privileges as a result of disclosing its Confidential Information (including Confidential Information related to pending or threatened litigation) to the Receiving Party, regardless of whether the Disclosing Party has asserted, or is or may be entitled to assert, such privileges and protections. The Parties (i) share a common legal and commercial interest in all of the Disclosing Party's Confidential Information that is subject to such privileges and protections; (ii) are or may become joint defendants in legal proceedings to which the Disclosing Party's Confidential Information covered by such protections and privileges relates; (iii) intend that such privileges and protections remain intact should any Party become subject to any actual or threatened legal proceeding to which the Disclosing Party's Confidential Information covered by such protections and privileges relates; and (iv) intend that after the consummation of the Collaborative Agreements the Receiving Party shall have the right to assert such protections and privileges. No Receiving Party shall admit, claim, or contend, in proceedings involving any Party or otherwise, that any Disclosing Party waived any of its attorney work-product protections, attorney-client privileges, or similar protections and privileges with respect to any information, documents or other material not disclosed to a Receiving Party due to the Disclosing Party disclosing its Confidential Information (including Confidential Information related to pending or threatened litigation) to the Receiving Party. Notwithstanding any other language set forth herein, the treatment of Lessee's confidential information shall be subject to compliance with terms and conditions set forth in Lessee's governing documents, including the Policies.

f. Trade Secret Protection. Upon delivery of data or information by a Disclosing Party to a Receiving Party, the Disclosing Party and its Affiliates agree to use best efforts to mark or otherwise identify any information it considers to be a "trade secret", as that term is defined in Fla. Stat. §§ 119.071 and 688.002¹². Any trade secrets of a Disclosing Party shall be entitled to all of the protections and benefits under this Agreement relating to the treatment of Confidential Information and applicable trade secret law and any other applicable Law and, if any information that a Disclosing Party deems to be a trade secret is found by a court of competent jurisdiction not to be a trade secret for purposes of this Article XIV, such information shall still be considered Confidential Information of that Disclosing Party for purposes of this Article XIV to the extent included within the definition. Each Party hereby waives any requirement that the other Party submit proof of the economic value of any trade secret or post a bond or other security.

g. HIPAA Override. Notwithstanding anything to the contrary in this Agreement, any Confidential Information which constitutes "protected health information" as defined in HIPAA shall be maintained by the Parties in accordance with the provisions of HIPAA

¹² NTD: Florida law requires trade secrets to be marked upon disclosure to public agency.

and the HITECH Act and the rules and regulations promulgated thereunder. To the extent there is a conflict between (i) the terms of this Agreement or any Collaborative Agreement and (ii) any provisions, rules, and regulations of HIPAA and the HITECH Act, such provisions, rules, and regulations shall take precedence and each Party will act in accordance therewith.

h. Public Records. Notwithstanding any other provision of this Agreement, FSU (i) acknowledges and agrees, that as a public agency of the State of Florida, it is subject to chapter 119, Florida Statutes (“Florida’s Public Records Act”), and (ii) believes Lessee is not subject to the Public Records Act requirements and is not acting on behalf of FSU under this Agreement.

The financial and other records created by, for or otherwise belonging to Lessee shall be the property of Lessee and shall remain in the possession, custody, and control of Lessee, regardless of whether, or the method by which, Lessor reviews such records in connection with the rights and obligations of this Agreement.

For all records of Lessee, all which are considered to be exempt from disclosure under Florida’s Public Records Act, and to the extent that Lessee makes any other records or documents available to Lessor, Lessee shall use reasonable efforts to clearly mark such records as confidential and/or proprietary to indicate its position that such records or documents are exempt from disclosure under Florida’s Public Records Act.

To the extent Lessor receives a public records request for any documents Lessor will give Lessee notice of the public records request prior to producing any documents. In the event that Lessee objects to the production, Lessor will (i) provide Lessee with reasonable notice prior to any disclosure of Lessee’s records and (ii) allow Lessee to seek the protection of such records.

7. Notices. Except as otherwise provided in this Agreement, any notice, payment, demand, request, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be duly given by the applicable Party if personally or electronically delivered to the applicable Party, or if sent by overnight courier or by certified or registered mail, at its address set forth below:

If to Lessor:

[_____

_____]

With a copy to:

[_____

_____]

If to Lessee:

[_____

_____]

With a copy to:

[_____

_____]

or to such other address as a Party may from time to time specify by written notice to the other Parties. Any such notice shall, for all purposes, be deemed to be given and received (a) if by hand or electronic delivery, when delivered, (b) if given by nationally recognized and reputable overnight delivery service, the business day on which the notice is actually received by the Party, or (c) if given by certified mail, return receipt requested, postage prepaid, three (3) business days after posted with the United States Postal Service.

8. Relationship of the Parties. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the Parties. It is understood and agreed that no provision contained herein nor any employees, agents or members of the Parties creates a relationship other than the relationship between Lessor and Lessee as lessor and lessee.

9. Waiver. The Parties agree that either Party's failure to insist on strict performance of any term or condition of this Agreement shall not constitute a waiver of such term or condition, even if the Party accepting or acquiescing in the non-conforming performance knows of the nature of the non-performance and fails to object to it. No waiver or breach relating to specific events, occurrences or incidents shall affect or alter this Agreement with respect to any other events, occurrences or incidents, except as mutually agreed upon in writing, and each of the terms of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. No waiver of any default hereunder by either Party shall be implied from any omission by the non-defaulting Party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver for the time and to the extent therein stated. One or more waivers shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

10. Severability. The provisions of this Agreement are severable. Any terms and/or conditions that are deemed illegal, invalid or unenforceable shall not affect any other term or condition of this Agreement. The foregoing notwithstanding, the specific language of Section 22 above controls over the general application of this Section 10.

11. Recordation of Lease. The Parties shall execute the Memorandum of Lease in the form attached hereto as **Exhibit F**, and Lessor shall record such Memorandum of Lease in accordance with Fla. Stat. § 695.01.

12. Successors and Assigns. This Agreement shall be binding on and will inure to the benefit of the parties to this Agreement and their respective authorized successors and assigns, provided any such assignment was made in a manner consistent with terms of this Agreement

13. Counterparts. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which together will constitute only one agreement.

14. Entire Agreement. [Under Development by the Parties]

15. Choice of Law; Venue. This Agreement and all claims or disputes arising therefrom shall be construed under and in accordance with the Laws of the State of Florida without regard to any choice or conflicts of law principles (including those of the State of Florida) that would cause the application of the Laws of any other jurisdiction. The exclusive venue for any lawsuit filed by any Party to this Agreement or any party to any other Collaborative Agreement and arising out of or related to the Collaborative is the Second Judicial Circuit, Leon County, State of Florida. The Parties agree that any of them may file a copy of this Article XIV, Section 15 with any court as written evidence of the knowing, voluntary, and bargained agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum as set forth hereinabove. Process in any lawsuit referred to in this Article XIV, Section 15 may be served on any party anywhere in the world.

16. Construction. The headings of Articles and Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to “Articles” and “Sections” refer to the corresponding Articles and Sections of this Agreement.

17. Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

18. Access to Records. To the extent that any services provided under this Agreement are deemed by the Secretary of the Department of Health and Human Services, the U.S. Comptroller General, or the Secretary’s or Comptroller’s delegate, to be subject to the provisions of Section 952 of Public Law 96-499, the Parties, until the expiration of ten (10) years subsequent to the furnishing of services under this Agreement, shall make available, upon written request to the Secretary, the Comptroller, or any of their duly authorized representatives, this Agreement, and the books, documents, and records of the Parties that are necessary to certify the nature and extent of the charges to each Party. If any Party carries out any of its duties under the Agreement through a subcontract with a value of \$10,000 or more over a twelve (12)-month period with a related organization (as that term is defined with regard to a provider in 42 C.F.R. § 413.17(1)), such subcontract shall contain a clause to the effect that until the expiration of ten (10) years after the furnishing of such services pursuant to such subcontract, the related organization upon written request shall make available to the Secretary, the Comptroller, or any of their duly authorized representatives, the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.

Subject to compliance with Article XIV, Section 7 above, if any Party is requested by a federal regulator to disclose any books, documents, or records relevant to this Agreement for the purpose of an audit or investigation by such federal regulator relating directly to the provision of services under this Agreement, such Party shall notify the other Party of the nature and scope of such request, and comply with the terms and conditions set forth in this Agreement, including, those relating to (i) the protection of Confidential Information, including trade secrets, and (ii) coordination and cooperation between the Parties prior to any such disclosure to protect against and/or limit disclosure, and (ii) to the extent required, shall make available to the such federal regulator, only such books, documents, or records that are required to be produced under this Agreement and by Law. This Section is included pursuant to and is governed by the requirements of federal Law; provided, however, no attorney-client, accountant-client, or other legal privileges

or other rights relating to documents will be deemed to have been waived by the Parties or any of the Parties' representatives by virtue of this Agreement.

19. Name and Trademark. Except as provided in this Agreement or in any other Collaborative Agreement, no Party will use the other Party's name, symbol, or trademark in any marketing, advertising, or any other public communications except as set forth in the Branding Agreement without the prior written consent of the other Party regarding the use of its name, symbol, or trademark.

20. Nondiscrimination. The Parties shall abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Americans with Disabilities Act of 1990. The Parties shall not discriminate in their employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disability or sexual orientation.

21. Further Acts and Assurances. Each Party shall, at any time and from time to time at and after the execution of this Agreement, upon reasonable request of the other Party, take any and all steps reasonably necessary to consummate the Collaborative Agreements, and will do, execute, acknowledge, and deliver, or will cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be required to consummate the Collaborative Agreements.

22. Nonappropriation Clause. In accordance with applicable Florida law, Section 255.2502, Florida Statutes and Section 287.0582, Florida Statutes, and any regulations relating thereto, Lessor's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature. In order to avoid any doubt or confusion, it is the Parties' understanding and intent that Lessor will make good-faith best efforts to seek specific appropriation for such funds from the Florida Legislature, and Lessor may include in one or more of their annual budget requests, a request for the appropriation of funds for the purpose of making such payments pursuant to this Agreement; provided further, in the event the Florida Legislature does not appropriate funds in a sufficient amount for Lessor to perform its obligations under this Agreement that are subject to appropriation, or by proviso language prohibits Lessor from using appropriated funds to satisfy its obligations under this Agreement that are subject to appropriation, (i) this section shall not constitute a waiver by Lessee of Lessor's obligations under this Agreement, and (ii) the failure of Lessor to obtain any such appropriations required for its performance hereunder shall not be deemed to (1) excuse performance by Lessor of any of its obligations under this Agreement or (2) constitute a defense to Lessor's breach of any obligations hereunder. The language above is merely intended to clarify the Parties' intent and understanding; and it is not intended to amend, supplement, or waive the operative language required by Section 255.2502, Florida Statutes. In the event a court of competent jurisdiction holds the language of this Section 22 in violation of Section 255.2502, Florida Statutes, or Section 287.0582, Florida Statutes, then this Section 22 shall be automatically and immediately, without further action by

any party of any nature, amended to read only, “The State of Florida’s performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.” Notwithstanding the foregoing, Lessor’s performance and obligation to pay for the purchase of services or tangible personal property (commodities) under this Agreement is contingent upon an annual appropriation by the Legislature.

23. Notice of Claims. The Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other Party. Provided that the Parties determine that their interests are not adverse and subject to a common interest with respect to such claim and subject to the approval of each Party’s counsel, the Parties shall cooperate to the fullest extent permitted by Law in the investigation of any incident or occurrence, including, as applicable, making available to medical records reasonably necessary for investigation no later than thirty (30) calendar days after the request.

24. Use of Information System. The Parties acknowledge activities performed by Lessor personnel under this Agreement are anticipated to make use of information technology systems supplied by Lessee, and further agree that the Parties shall mutually agree in writing upon the terms and conditions relating to access and use of such information systems, including: (i) the identification and specifications of such systems, (ii) access by Lessor personnel to such systems, (iii) the scope of such access and use, and (iii) the responsibility of Parties with respect to such access, use, maintenance and management of such systems in compliance with applicable state and federal Laws and, to the extent applicable, the Parties’ respective policies and standards.

25. Protection of Personal Information. To the extent a Party comes into contact with or has the other Party’s information in its possession, such Party agrees to implement reasonable and appropriate safeguards to protect personal information, as defined in section 501.171, Florida Statutes, and educational records as defined in Fla. Stat. § 1002.225 and 20 U.S.C. section 1232g (“Personal Information”), maintain the security of Personal Information, prevent unauthorized use, access, disclosure, alteration and/or destruction of Personal Information, limit access to Personal Information it comes into contact with or possesses on behalf of the other Party to those of its employees who have a need to access the Personal Information in order to perform their job functions and ensure that such employees are aware of the confidentiality obligations of this Article XIV, Section 25 and have agreed to comply with these obligations. Each Party also agrees that if it becomes aware of any unauthorized use, access, or disclosure of the Personal Information, or has a reasonable belief that substantial risk of unauthorized use, access, or disclosure exists, it will provide written notice to the other Party without unreasonable delay (but in no event, more than five (5) days) from the discovery of such unauthorized use, access, or disclosure. Each Party must cooperate fully to assist the other Party in identifying individuals potentially affected by such unauthorized use, access, or disclosure. Each Party will be responsible for all reasonable costs and expenses actually incurred by the other Party, including the cost of providing any required notifications, in connection with responding to any incident of unauthorized use, access, or disclosure of the Personal Information to the extent such incident arises from the acts or omissions of such Party.

26. Accessibility Requirements. Lessee shall comply with the Americans Disabilities Act 1990 (“ADA”) and/or Web Accessibility Initiative Web Content Accessibility Guidelines 2.0 and/or 2.1 (“WCAG”), as applicable, and shall comply with WCAG 2.1 no later than April 24, 2026 or such other date as is required under applicable Law. Lessee shall ensure that any and all content, products, and/or services, including applicable updates and/or upgrades, are implemented in a manner that does not compromise user accessibility.

27. Personnel. Lessee and Lessor must make commercially reasonable efforts to ensure that Lessee Personnel and Lessor Personnel (defined to include the officers/owners, employees, contractors, and agents of Lessee or Lessor as applicable) act in a manner that assists Lessee and Lessor in providing a safe environment for its students, faculty, staff, and visitors and protects the reputation of Lessor and Lessor and complies with applicable policies of Lessor and Lessee and applicable Law. Lessee and Lessor must ensure that personnel performing services under the Agreement and/or otherwise at the FSU Leased Properties have completed an appropriate background check in accordance with applicable Law.

28. FSU Insurance. The Parties agree that Lessor is an agency of the State of Florida, and is thereby covered by state risk management/self-insurance program(s) pursuant to Florida Law and subject to the limitations and partial waiver of sovereign immunity set forth in section 768.28 and chapter 284, Part II, Florida Statutes, or as amended, which provides, inter alia, a limited waiver of sovereign immunity by its agencies in the amount of \$200,000 per person and \$300,000 per occurrence for tort claims. Further, the Parties agree that Lessor cannot name another party as an additional insured because the State of Florida’s sovereign immunity is not transferable to another party. Accordingly, the Parties agree that Lessor’s self-insurance coverage described hereinabove shall be deemed sufficient and acceptable in all respects whatsoever.

29. Sovereign Immunity. Nothing contained in the Agreement shall be construed or interpreted as denying Lessor or other state entity any remedy or defense available under the Laws of the State of Florida; the consent of Lessor to be sued; and/or extend sovereign immunity or a waiver of sovereign immunity of Lessor beyond the waiver or limits provided in section 768.28, Florida Statutes.¹³

30. E-Verify. Lessor is obligated to comply with the provisions of Fla. Stat. § 448.095, "Employment Eligibility." Compliance with Fla. Stat. § 448.095 includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Lessee affirms and represents that it is registered with the E-Verify system and is using same, and will continue to use same, as required by Fla. Stat. § 448.095.

31. Foreign Countries of Concern. In accordance with Fla. Stat. § 288.860, Lessor may not participate in an agreement with any foreign principal, or a subsidiary thereof, organized under the Laws of, or having its principal place of business in, a foreign country of concern as defined by Fla. Stat. §288.860(1). Lessee affirms and represents that neither it nor its Affiliates is a foreign principal of a foreign country of concern.

¹³ NTD: we are in agreement with you as to the case law and the principles it stands for, but your language would still muddy the waters as written. Since the case law exists and supports the point on its own that breach of contract claims are not subject to sovereign immunity, there is no need to add contractual language that muddies the waters.

32. No Third-Party Beneficiaries. The benefit of this Agreement is intended to inure only to the Parties and not to any third party beneficiaries.

33. Estoppel Certificate. Lessee shall, from time to time upon request of Lessor, execute and deliver to Lessor, or to the designee of Lessor, an estoppel certificate as required by Lessor, certifying to any of the following which may be expressed on such form: (a) Lessee has not given Lessor written notice of any dispute between the Parties; (b) this Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect as modified, and certifying to the modification which are to such certificate; (c) the dates, if any, to which Rent and other sums payable under this Agreement have been paid; and (d) such other information as Lessor may reasonably request.

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

35. No Pledge. Lessee acknowledges and agrees that it has no right, power or authority under this Agreement or otherwise to pledge the credit of Lessor, the Florida Board of Governors, the State of Florida or any subdivision or agency thereof or other governmental authority, or to obligate Lessor, the Florida Board of Governors, the State of Florida or any subdivision or agency thereof or any other governmental authority as a guarantor, indemnitor, surety or insurer of Lessee under this Agreement or other agreement in any way arising out of, relating to or in connection with the FSU Leased Properties; provided, however, that nothing contained in this Section shall be construed to limit Lessor's obligation to comply with terms set forth herein and/or with respect to any other arrangements by and between Lessor and Lessee. Lessee further acknowledges and agrees that this Agreement does not constitute a pledge or the credit of Lessor, the Florida Board of Governors, the State of Florida or any subdivision or agency thereof or of any other governmental authority.

36. Change in Law. In the event there is a change, after the Commencement Date, in existing federal or state statutes, case law, regulations or sub-regulatory guidance, a change in official interpretation of any of the foregoing, the adoption of new federal or state legislation, issuance of new case law, or promulgation of new state or federal regulations or sub-regulatory guidance ("Change in Law"), any of which are reasonably likely to make this Agreement unlawful, as determined by an opinion or reasoned analysis of counsel to either Party, the Parties shall immediately enter into good faith negotiations regarding a new arrangement that complies with the subject legislation, case law, regulation, or sub-regulatory guidance and that approximates as closely as possible the economic, operational, and community position of the Parties prior to the change. If good faith negotiations cannot resolve the matter within ninety (90) days, the matter shall be subject to the dispute resolution procedures for a dispute as set forth in Article X.

37. Survival. This Article XIV shall survive termination, expiration or non-renewal of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered, as of the date first above written.

LESSOR:

**THE FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES**

By: _____

Name: _____

LESSEE:

**TALLAHASSEE MEMORIAL
HEALTHCARE, INC.**

By: _____

Name: _____

Title: _____

CONTRACTING AFFIDAVIT

I declare, under penalty of perjury, that:

1. I am a duly authorized officer or representative of Lessee,
2. Lessee does not use coercion for labor or services as defined in section 787.06, Florida Statutes,
3. Lessee is not owned by the government of a foreign country of concern as defined in section 287.138(1), Florida Statutes,
4. The government of a foreign country of concern does not have a controlling interest in Lessee, and
5. Lessee is not organized under the laws of or has its principal place of business in a foreign country of concern.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

On Behalf of Lessee:

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit A¹⁴

Leased Properties (Prior to Commencement Date);

FSU Leased Properties (Commencement Date)

Exhibit B Excluded Properties

Exhibit C Bonds

Exhibit D Metrics

Exhibit E Right of First Refusal Purchase Price Methodology

Exhibit F Memorandum of Lease

¹⁴ NTD: Reference only Exhibit to be drafted by FSU. Information included in this draft is preliminary for reference/information purposes only

EXHIBIT A¹⁵

City Leased Real Property (Prior to Commencement Date)
and
FSU Leased Properties from Lessor (Real Property Only) (As of Following Commencement Date)

[BH Note 2/8/26 REFERENCE ONLY – ACTUAL EXHIBIT TO BE PROVIDED BY FSU BASED ON TRANSFER AGREEMENT]

ARTICLE I - DEMISE, DESCRIPTION, USE, TITLE AND RENT

A. **Leased Properties.** The Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain property hereinafter call the "Leased Properties" situated in Tallahassee, Leon County, Florida, and described as follows:

That certain real property, including buildings, including buildings and all other improvements, described in "Composite Exhibit A", attached hereto and by reference incorporated herein, together with all equipment, furniture and all personal property in the name of TALLAHASSEE MEMORIAL HOSPITAL, TALLAHASSEE MEMORIAL REGIONAL MEDICAL CENTER, TMRMC, Inc., TALLAHASSEE MEMORIAL HEALTHCARE, Lessee, or any subsidiaries or business entities associated with any of the above, which is located on or within such real property, except all vehicles.

¹⁵ NTD: Source: Current City Lease Agreement and modifications. To be updated

Source: Exhibit A to Third Amended and Restated Lease

COMPOSITE EXHIBIT "A"

Page 1 of 7

Parcel #1

Commence at the Northwest Corner of the Southwest Quarter of Section Twenty-Nine (29), Township One (1) North, Range One (1) East, and run South Eighty-five degrees (85°) fifty minutes (50') West ninety-six and three-tenths feet (96.3 feet) to a point on the North boundary of the right-of-way of Miccosukee Road, which point is the point of beginning; and from said point of beginning run Northerly along a five degree (5°) fifty-three minute (53') curve to the right (the tangent to said curve from the point of curve bearing north nine degrees (9°) thirty-seven minutes (37') west) for a distance of two hundred forty-four and nineteen one-hundredths (244.19) feet; thence run North four degrees (4°) forty-five minutes (45') east eighty-two and twenty-three one-hundredths (82.23) feet; thence run Northwesterly along an eighteen degree (18°) forty-eight minute (48') curve to the left for a distance of one hundred ninety-three and twenty-six one-hundredths (193.26) feet; thence run Northerly along a sixteen degree (16°) fourteen minute (14') curve to the right for a distance of two hundred sixty-six and twenty-two one-hundredths (266.22) feet; thence run northerly along a twenty-eight degree (28°) forty-three minute (43') curve to the left for a distance of one hundred four and eighty-one one-hundredths (104.81) feet; thence run North eighteen degrees (18°) twenty-eight minutes (28') west ninety and ninety-four one-hundredths (90.94) feet; thence run Northwesterly along a thirty-eight degree (38°) twenty-four minute (24') curve to the left for a distance of one hundred seventy-six and twenty-one one hundredths (176.21) feet; thence run North eighty-six degrees (86°) 08 minutes West one hundred ninety-six and seventeen one-hundredths (196.17) feet to the east boundary of the Centerville Road; thence run southerly along the meanders of the east boundary line of said Centerville Road to its intersection with the North boundary line of the right-of-way of Miccosukee Road; thence run Northeasterly along the said North boundary of the right-of-way of the Miccosukee Road to the point of beginning.

COMPOSITE EXHIBIT "A"

Page 2 of 7

ALSO:

Parcel #2

Lots 5, 6, 7, 8, 9 and 10 of Goodwood Medical Center, a subdivision as per map or plat thereof, recorded in Plat Book 3, page 244 of the Public Records of Leon County, Florida.

ALSO:

Parcel #3

Commence at the Northwest corner of the Southwest Quarter of Section 29, Township 1 North, Range 1 East, said corner being 62.57 feet North 00 degrees 09 minutes East of the Northeast corner of Brockswood Park as recorded in Plat Book 3, Page 56 of the Public Records of Leon County, Florida, and run thence South 74 degrees 58 minutes West, 39.65 feet to a point on the North right of way boundary line of Miccosukee Road; thence run Northeasterly along the North right of way boundary line of said Miccosukee Road, 148.30 feet to a point; thence leaving the North right of way line of Miccosukee Road, run North 00 degrees 27 minutes East, 527.86 feet to a point which is the Point of Beginning. From said Point of Beginning run thence North 10 degrees 33 minutes West, 360.0 feet; thence North 09 degrees 33 minutes West, 108.0 feet; thence North 38 degrees 01 minute West, 139.45 feet; thence North 49 degrees 18 minutes West, 159.47 feet; thence run North 30 degrees 00 minutes 30 seconds East, 209.10 feet to a point on the Westerly right of way boundary of Medical Drive, said point being on a curve; thence along said boundary of Medical Drive as follows: run Southeasterly along a curve concave to the West having a central angle of 60 degrees 57 minutes 45 seconds and a radius of 490.87 feet, an arc distance of 462.28 feet to a point of tangency; thence South 10 degrees 35 minutes 15 seconds East, 514.82 feet; thence South 00 degrees 27 minutes West 13.55 feet; thence leaving Medical Drive run North 86 degrees 36 minutes West, 200.0 feet to the Point of Beginning, containing 4.03 acres, more or less.

COMPOSITE EXHIBIT "A"

Page 3 of 7

ALSO:

Parcel #4

Lots 1 through 8, Block G, Forest Hill Subdivision, as recorded in Plat Book 2, Page 58 of the public records of Leon County, Florida.

ALSO:

Parcel #5

Lots 29, 30, 31 and 32 of Unit 2 of Goodwood Medical Center which is an unrecorded plat.

COMPOSITE EXHIBIT "A"

Page 4 of 7

ALSO:

Parcel #6: BEHAVIORAL HEALTH CENTER PROPERTY

Commence at the Northwest corner of the Southwest Quarter of Section 29, Township 1 North, Range 1 East, Leon County, Florida and run thence South 74 degrees 58 minutes West 39.65 feet to a point on the North right-of-way line of the Miccosukee Road, thence run Northeasterly along the North right-of-way line of said Miccosukee Road 148.3 feet, thence North 00 degrees 27 minutes East 527.86 feet, thence South 89 degrees 36 minutes East 200 feet to a point on the Western boundary line of the right-of-way of Medical Drive, thence North 00 degrees 27 minutes East, along the Western boundary line of the right-of-way of said Medical Drive, 13.55 feet, thence North 10 degrees 35 minutes 15 seconds West, along the Western boundary line of the right-of-way of said Medical Drive, 514.82 feet, thence North 79 degrees 24 minutes 45 seconds East 60 feet to a concrete monument on the Eastern boundary line of the right-of-way of said Medical Drive marking the P.T. of a curve concave to the Southwest with a radius of 550.87 feet, thence run Northwesterly along said curve an arc distance of 72.25 feet, thru a central angle of 07 degrees 30 minutes 53 seconds, to a concrete monument marking the Northerly intersection of the right-of-way boundary lines of Medical Drive and Surgeons Drive, thence run North 72 degrees 02 minutes 06 seconds East, along the Northwestern boundary line of the right-of-way of said Surgeons Drive 200.0 feet to a 4 inch concrete monument which is the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 72 degrees 07 minutes 06 seconds East 200.0 feet to a 4 inch concrete monument on a curve concave to the Southwest with a radius of 950.87 feet, thence run Northwesterly along said curve an arc distance of 614.56 feet, thru a central angle of 37 degrees 01 minute 47 seconds to a 4 inch concrete monument, thence South 35 degrees 05 minutes 15 seconds West 200.0 feet to a 4 inch concrete monument on the curve concave to the Southwest with a radius of 750.87 feet, thence run Southeasterly along said curve an arc distance of 485.28 feet thru a central angle of 37 degrees 01 minute 47 seconds to the POINT OF BEGINNING.

COMPOSITE EXHIBIT "A"Page 5 of 7ALSO:Parcel #7: HODGES DRIVE (ABANDONED)

Begin at the Southwest corner of Lot 4 of Goodwood Medical Center, a subdivision as per map or plat thereof recorded in Plat Book 3, page 244 of the Public Records of Leon County, Florida, said point also lying on the Easterly right of way boundary of Hodges Drive. From said POINT OF BEGINNING and leaving said right of way boundary run South 88 degrees 05 minutes 10 seconds West 59.82 feet to the Westerly right of way boundary of Hodges Drive, thence run Northerly along said Westerly right of way boundary the following courses: along the arc of a curve concave to the Westerly with a radius of 303.85 feet, through a central angle of 29 degrees 44 minutes 57 seconds, for an arc distance of 157.77 feet, chord being North 16 degrees 47 minutes 18 seconds West 156 feet, North 31 degrees 38 minutes 47 seconds West 1.07 feet, along the arc of a curve to the right with a radius of 353.03 feet, through a central angle of 43 degrees 13 minutes 00 seconds, for an arc distance of 266.28 feet, chord being North 10 degrees 02 minutes 17 seconds West 260.01 feet, along the arc of a reverse curve to the left with a radius of 197.46 feet, through a central angle of 30 degrees 24 minutes 00 seconds, for an arc distance of 104.77 feet, chord being North 03 degrees 37 minutes 47 seconds West 103.54 feet, North 18 degrees 49 minutes 47 seconds West 79.45 feet, thence leaving said Westerly right of way boundary run North 71 degrees 10 minutes 13 seconds East 59.95 feet to the Easterly right of way boundary of Hodges Drive, thence run Southerly along said Easterly right of way boundary the following courses: South 18 degrees 50 minutes 35 seconds East 79.51 feet, along the arc of a curve to the right with a radius of 257.46 feet, through a central angle of 30 degrees 23 minutes 53 seconds, for an arc distance of 136.59 feet, chord being south 03 degrees 40 minutes 03 seconds East 135 feet, along the arc of a reverse curve to the left with a radius of 293.03 feet, through a central angle of 43 degrees 12 minutes 21 seconds, for an arc distance of 220.97 feet, chord being south 09 degrees 58 minutes 56 seconds East 215.77 feet, South 31 degrees 38 minutes 47 seconds East 1.07 feet, along the arc of curve to the right with a radius of 363.85 feet, through a central angle of 29 degrees 44 minutes 18 seconds, for an arc distance of 188.85 feet, chord being South 16 degrees 46 minutes 38 seconds East 186.74 feet to the POINT OF BEGINNING, containing 0.85 acres, more or less.

COMPOSITE EXHIBIT "A"Page 6 of 7LESS AND EXCEPT:Parcel #8: GAS VALVE STATION

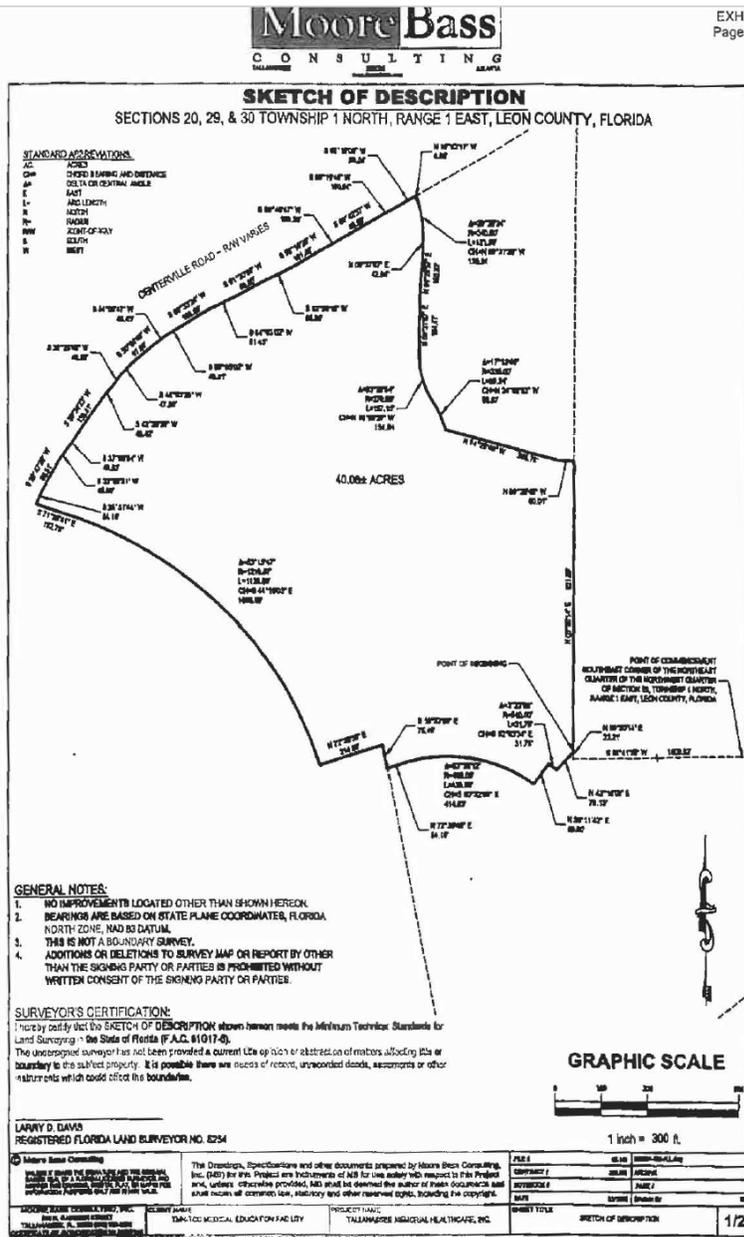
Commence at the Southwest corner of Lot 12 of Goodwood Medical Center, a subdivision as per map or plat thereof recorded in Plat Book 3, Page 244 of the Public Records of Leon County, Florida, said point also lying on the Northerly right-of-way boundary of Hodges Drive, thence leaving said Northerly right-of-way boundary run South 22 degrees 42 minutes 19 seconds West 63.25 feet to the Southerly right-of-way boundary of said Hodges Drive for the POINT OF BEGINNING. From said POINT OF BEGINNING run North 86 degrees 08 minutes 04 seconds West along said Southerly right-of-way boundary 36.00 feet, thence leaving said right-of-way boundary run South 03 degrees 14 minutes 44 seconds West 42.60 feet, thence run South 86 degrees 42 minutes 52 seconds East 35.78 feet, thence run North 03 degrees 32 minutes 28 seconds East 42.23 feet to the POINT OF BEGINNING containing 0.03 acres, more or less.

COMPOSITE EXHIBIT "A"Page 7 of 7LESS AND EXCEPT:Parcel #9: SURGEON'S DRIVE

Begin at the Northwest corner of Lot 10 of Goodwood Medical Center, a subdivision as per map or plat thereof recorded in Plat Book 3, Page 244 of the Public Records of Leon County, Florida, said point also lying on the Easterly right-of-way boundary of Hodges Drive. From said POINT OF BEGINNING and leaving said right-of-way boundary run North 53 degrees 44 minutes 27 seconds East 24.19 feet, thence run North 72 degrees 31 minutes 31 seconds East 390.89 feet to the Westerly right-of-way boundary of Medical Drive, said point also lying on a curve concave to the Southwesterly, thence run Southeasterly along said right-of-way boundary and said curve with a radius of 490.87 feet, through a central angle of 09 degrees 21 minutes 08 seconds, for an arc distance of 80.12 feet, chord being South 15 degrees 47 minutes 49 seconds East 80.03 feet, thence leaving said right-of-way boundary run South 72 degrees 27 minutes 24 seconds West 400.65 feet to the Easterly right-of-way boundary of Hodges Drive, thence run North 18 degrees 50 minutes 35 seconds West along said right-of-way boundary 11.62 feet to a point of curve to the left, thence run Northwesterly along said right-of-way boundary and said curve with a radius of 212.40 feet, through a central angle of 16 degrees 46 minutes 34 seconds, for an arc distance of 62.19 feet, chord being North 27 degrees 14 minutes 31 seconds West 61.97 feet to the POINT OF BEGINNING containing 0.75 acres, more or less.

First Modification

2. The description of the Leased Properties in Article I, Section A and in "Composite Exhibit A" of the Third Amended and Restated Lease Agreement is hereby modified to include the Property described in "Composite Exhibit B" attached hereto and by reference made a part hereof (the "Property").
3. The Property description set forth in Composite Exhibit B attached hereto is hereby incorporated into the Third Amended and Restated Lease Agreement as if fully set forth therein and is part of the description of the Leased Properties as if originally described in "Composite Exhibit A" of the Third Amended and Restated Lease Agreement.



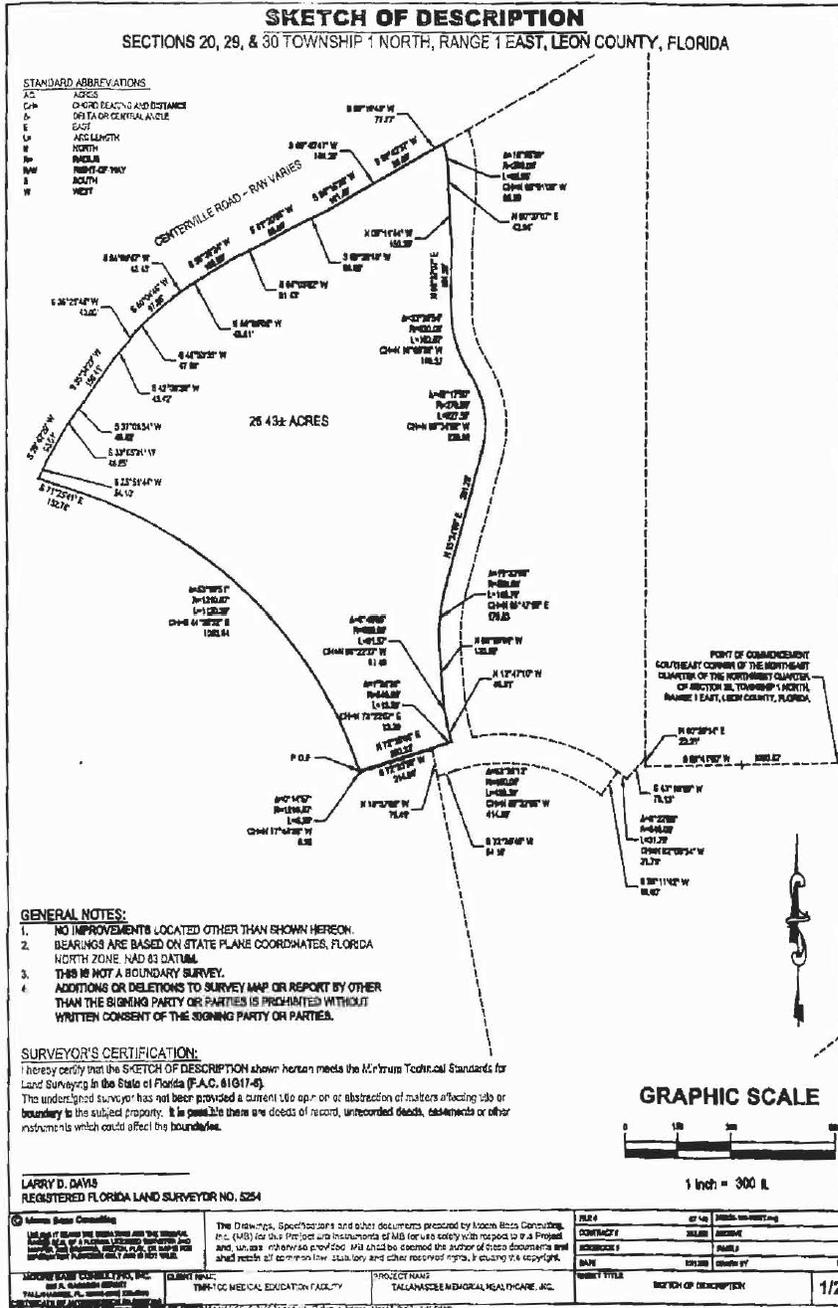


LEGAL DESCRIPTION:

A portion of Sections 20, 29, and 30 Township 1 North, Range 1 East, Leon County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northeast Quarter of the Northwest Quarter of said Section 29 and run thence South 88 degrees 41 minutes 50 seconds West along the South line of the Northeast Quarter of the Northwest Quarter of said Section 29 a distance of 1000.82 feet, thence North 00 degrees 30 minutes 14 seconds East 22.21 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 30 minutes 14 seconds East 921.80 feet, thence North 89 degrees 29 minutes 46 seconds West 50.01 feet, thence North 74 degrees 29 minutes 46 seconds West 368.78 feet to a point lying on a curve concave Southwesterly, thence Northwesterly along said curve having a radius of 330.00 feet through a central angle of 17 degrees 19 minutes 48 seconds for an arc length of 89.24 feet (chord bears North 24 degrees 08 minutes 53 seconds West 93.87 feet) to a point of reverse curve, thence Northwesterly along said curve having a radius of 270.00 feet through a central angle of 33 degrees 20 minutes 54 seconds for an arc length of 157.15 feet (chord bears North 18 degrees 03 minutes 20 seconds West 154.94 feet), thence North 00 degrees 37 minutes 07 seconds East 184.47 feet, thence North 04 degrees 25 minutes 67 seconds East 160.93 feet, thence North 00 degrees 37 minutes 07 seconds East 42.84 feet to a point of curve to the left, thence Northwesterly along said curve having a radius of 340.00 feet through a central angle of 20 degrees 29 minutes 24 seconds for an arc length of 121.59 feet (chord bears North 09 degrees 37 minutes 35 seconds West 120.94 feet), thence North 19 degrees 52 minutes 17 seconds West 8.86 feet to a point lying on the Southerly right of way boundary for Centerville Road, thence Southwesterly along said Southerly right of way boundary the following course: thence South 60 degrees 10 minutes 08 seconds West 59.04 feet, thence South 60 degrees 18 minutes 45 seconds West 100.04 feet, thence South 60 degrees 42 minutes 37 seconds West 99.88 feet, thence South 60 degrees 40 minutes 47 seconds West 100.28 feet, thence South 68 degrees 15 minutes 20 seconds West 101.49 feet, thence South 63 degrees 38 minutes 18 seconds West 98.88 feet, thence South 61 degrees 20 minutes 68 seconds West 98.80 feet, thence South 64 degrees 03 minutes 02 seconds West 91.43 feet, thence South 58 degrees 33 minutes 24 seconds West 108.89 feet, thence South 59 degrees 05 minutes 02 seconds West 48.81 feet, thence South 54 degrees 09 minutes 47 seconds West 48.45 feet, thence South 50 degrees 04 minutes 46 seconds West 97.88 feet, thence South 45 degrees 53 minutes 35 seconds West 47.98 feet, thence South 38 degrees 28 minutes 48 seconds West 48.00 feet, thence South 42 degrees 36 minutes 38 seconds West 48.42 feet, thence South 38 degrees 34 minutes 23 seconds West 150.41 feet, thence South 37 degrees 08 minutes 54 seconds West 49.53 feet, thence South 33 degrees 55 minutes 31 seconds West 48.85 feet, thence South 29 degrees 47 minutes 29 seconds West 98.51 feet, thence South 25 degrees 51 minutes 44 seconds West 54.10 feet, thence leaving said Southerly right of way boundary run South 71 degrees 25 minutes 41 seconds East 152.78 feet to a point lying on a curve concave Southwesterly, thence Southeasterly along said curve having a radius of 1210.87 feet through a central angle of 53 degrees 15 minutes 47 seconds for an arc length of 1125.85 feet (chord bears South 44 degrees 19 minutes 03 seconds East 1085.55 feet), thence North 72 degrees 35 minutes 59 seconds East 214.86 feet, thence South 10 degrees 37 minutes 08 seconds East 75.48 feet, thence North 72 degrees 39 minutes 48 seconds East 54.18 feet to a point of curve to the right, thence Southeasterly along said curve having a radius of 480.00 feet through a central angle of 53 degrees 36 minutes 12 seconds for an arc length of 430.38 feet (chord bears South 80 degrees 32 minutes 08 seconds East 414.83 feet), thence North 36 degrees 11 minutes 42 seconds East 80.60 feet to a point lying on a curve concave Southwesterly, thence Southeasterly along said curve having a radius of 540.00 feet through a central angle of 03 degrees 22 minutes 08 seconds for an arc length of 31.75 feet (chord bears South 52 degrees 03 minutes 34 seconds East 31.75 feet), thence North 43 degrees 16 minutes 09 seconds East 79.13 feet to the POINT OF BEGINNING, containing 40.08 acres, more or less.

<p>Moore Bass Consulting 10000 N. 1st Street, Suite 100 Tallahassee, FL 32303 Phone: 904.438.1111 Fax: 904.438.1112</p>	<p>The DRAWINGS, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MBC) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.</p>	<table border="1"> <tr> <td>FILE #</td> <td>2016</td> <td>2016-000000</td> </tr> <tr> <td>DATE</td> <td>02/23/26</td> <td></td> </tr> <tr> <td>PROJECT NAME</td> <td colspan="2">TALAHASSEE MEMORIAL HEALTHCARE, INC.</td> </tr> <tr> <td>CLIENT TITLE</td> <td colspan="2">SHEET OF DESCRIPTION</td> </tr> <tr> <td></td> <td></td> <td>2/2</td> </tr> </table>	FILE #	2016	2016-000000	DATE	02/23/26		PROJECT NAME	TALAHASSEE MEMORIAL HEALTHCARE, INC.		CLIENT TITLE	SHEET OF DESCRIPTION				2/2
FILE #	2016	2016-000000															
DATE	02/23/26																
PROJECT NAME	TALAHASSEE MEMORIAL HEALTHCARE, INC.																
CLIENT TITLE	SHEET OF DESCRIPTION																
		2/2															





LEGAL DESCRIPTION:

A portion of Sections 20, 28, and 30 Township 1 North, Range 1 East, Leon County, Florida, being more particularly described as follows:

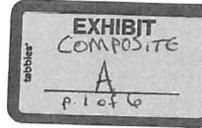
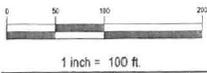
Commence at the Southeast corner of the Northeast Quarter of the Northwest Quarter of said Section 29 and run thence South 63 degrees 41 minutes 50 seconds West along the South line of the Northeast Quarter of the Northwest Quarter of said Section 29 a distance of 1000.82 feet, thence North 00 degrees 30 minutes 14 seconds East 22.21 feet, thence South 43 degrees 16 minutes 09 seconds West 79.19 feet to a point lying on a curve concave Southwesterly, thence Northwestwesterly along said curve having a radius of 540.00 feet through a central angle of 03 degrees 22 minutes 08 seconds for an arc length of 31.76 feet (chord bears North 52 degrees 03 minutes 34 seconds West 31.76 feet), thence South 38 degrees 11 minutes 42 seconds West 80.00 feet to a point lying on a curve concave Southwesterly, thence Northwestwesterly along said curve having a radius of 490.00 feet through a central angle of 53 degrees 38 minutes 12 seconds for an arc length of 430.38 feet (chord bears North 80 degrees 32 minutes 08 seconds West 414.83 feet), thence South 72 degrees 39 minutes 48 seconds West 54.16 feet, thence North 10 degrees 37 minutes 04 seconds West 75.49 feet, thence South 72 degrees 35 minutes 58 seconds West 214.96 feet to a point lying on a curve concave Southwesterly, thence Northwestwesterly along said curve having a radius of 1210.87 feet through a central angle of 00 degrees 14 minutes 57 seconds for an arc length of 5.28 feet (chord bears North 17 degrees 48 minutes 38 seconds West 5.28 feet) to the POINT OF BEGINNING. From said POINT OF BEGINNING run North 72 degrees 38 minutes 48 seconds East 280.33 feet to a point of curve to the right, thence Northeastwesterly along said curve having a radius of 540.00 feet through a central angle of 01 degree 24 minutes 38 seconds for an arc length of 13.29 feet (chord bears North 73 degrees 22 minutes 07 seconds East 13.29 feet), thence North 12 degrees 47 minutes 10 seconds West 48.51 feet to a point of curve to the right, thence Northwestwesterly along said curve having a radius of 530.00 feet through a central angle of 08 degrees 49 minutes 06 seconds for an arc length of 81.57 feet (chord bears North 08 degrees 22 minutes 37 seconds West 81.49 feet), thence North 03 degrees 58 minutes 04 seconds West 130.55 feet to a point of curve to the right, thence Northeastwesterly along said curve having a radius of 530.00 feet through a central angle of 19 degrees 32 minutes 08 seconds for an arc length of 180.78 feet (chord bears North 05 degrees 47 minutes 59 seconds East 179.83 feet), thence North 15 degrees 34 minutes 03 seconds East 391.70 feet to a point of curve to the left, thence Northwestwesterly along said curve having a radius of 270.00 feet through a central angle of 48 degrees 17 minutes 50 seconds for an arc length of 227.69 feet (chord bears North 08 degrees 34 minutes 52 seconds West 220.92 feet) to a point of reverse curve, thence Northwestwesterly along said curve having a radius of 330.00 feet through a central angle of 33 degrees 20 minutes 54 seconds for an arc length of 182.07 feet (chord bears North 16 degrees 03 minutes 20 seconds West 186.37 feet), thence North 00 degrees 37 minutes 07 seconds East 184.56 feet, thence North 03 degrees 11 minutes 44 seconds West 150.25 feet, thence North 00 degrees 37 minutes 07 seconds East 42.94 feet to a point of curve to the left, thence Northwestwesterly along said curve having a radius of 280.00 feet through a central angle of 16 degrees 58 minutes 30 seconds for an arc length of 85.95 feet (chord bears North 08 degrees 51 minutes 08 seconds West 85.58 feet) to a point lying on the Southerly right of way boundary for Centerville Road, thence Southwestwesterly along said Southerly right of way boundary the following courses: South 60 degrees 18 minutes 45 seconds West 77.77 feet, thence South 80 degrees 42 minutes 37 seconds West 99.68 feet, thence South 60 degrees 40 minutes 47 seconds West 100.29 feet, thence South 59 degrees 15 minutes 20 seconds West 101.40 feet, thence South 63 degrees 38 minutes 18 seconds West 98.88 feet, thence South 61 degrees 20 minutes 58 seconds West 99.80 feet, thence South 64 degrees 03 minutes 02 seconds West 91.43 feet, thence South 58 degrees 33 minutes 24 seconds West 108.86 feet, thence South 59 degrees 05 minutes 02 seconds West 48.81 feet, thence South 54 degrees 09 minutes 47 seconds West 48.45 feet, thence South 50 degrees 04 minutes 48 seconds West 97.88 feet, thence South 45 degrees 53 minutes 35 seconds West 47.96 feet, thence South 38 degrees 28 minutes 48 seconds West 49.00 feet, thence South 42 degrees 38 minutes 38 seconds West 48.42 feet, thence South 35 degrees 34 minutes 23 seconds West 150.41 feet, thence South 37 degrees 08 minutes 54 seconds West 49.53 feet, thence South 33 degrees 55 minutes 31 seconds West 48.85 feet, thence South 29 degrees 47 minutes 29 seconds West 96.51 feet, thence South 25 degrees 51 minutes 44 seconds West 54.10 feet, thence leaving said Southerly right of way boundary run South 71 degrees 25 minutes 41 seconds East 152.78 feet to a point lying on a curve concave Southwesterly, thence Southeastwesterly along said curve having a radius of 1210.87 feet through a central angle of 53 degrees 00 minutes 51 seconds for an arc length of 1120.39 feet (chord bears South 44 degrees 28 minutes 32 seconds East 1080.84 feet) to the POINT OF BEGINNING, containing 28.43 acres, more or less.

<p>Moore Bass Consulting 11115 E. UNIVERSITY AVENUE SUITE 100 TALLAHASSEE, FL 32310 TEL: 904.833.8888 WWW.MOOREBASSCONSULTING.COM</p>	<p>The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MBC) for this Project are instruments of MBC for this society with respect to this Project and, unless otherwise provided, MBC shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.</p>	<p>DATE: 02/23/26</p>	<p>BY: [Signature]</p>
		<p>PROJECT NAME: TALLAHASSEE MEMORIAL HEALTHCARE, INC.</p>	<p>DATE OF DESCRIPTION: 2/2</p>

Second Modification

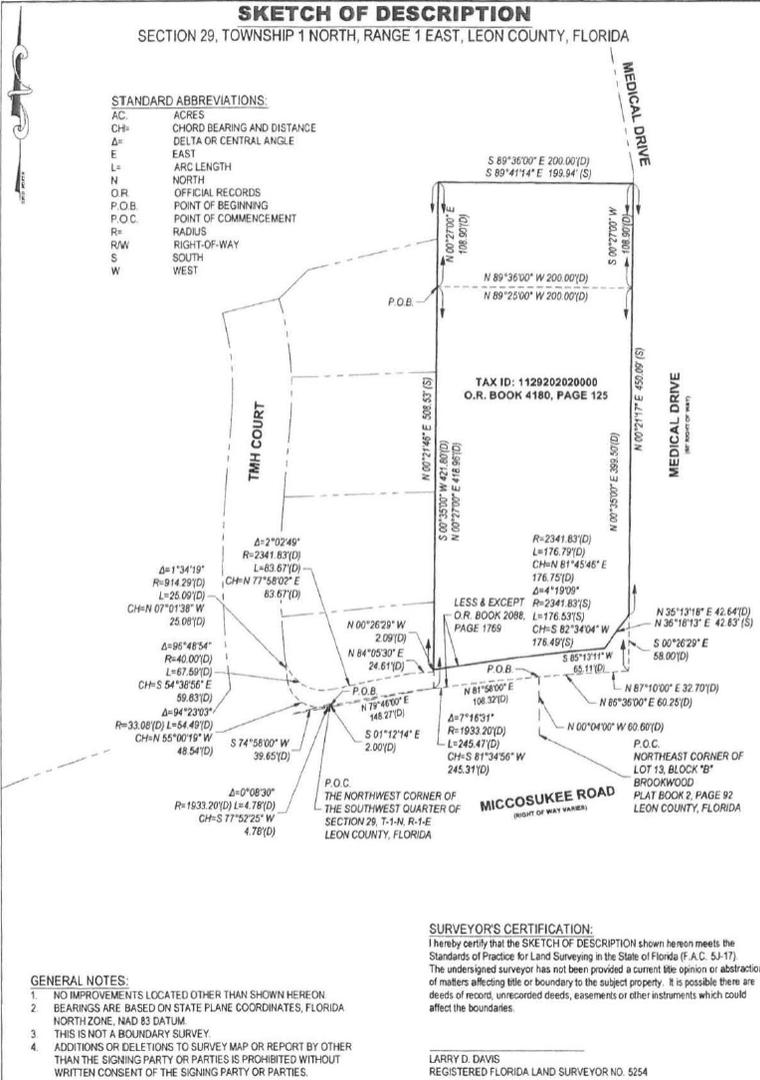
2. The description of the Leased Properties in Article I, Section A and in “Composite Exhibit A” of the Third Amended and Restated Lease Agreement is hereby modified to include the Property described in Composite Exhibit A and in Exhibit B attached to this Modification.
3. The Property descriptions set forth in Composite Exhibit A and in Exhibit B attached hereto are hereby incorporated into the Third Amended and Restated Lease Agreement as if fully set forth therein and are part of the description of the Leased Properties as if originally described in “Composite Exhibit A” of the Third Amended and Restated Lease Agreement.

GRAPHIC SCALE



SKETCH OF DESCRIPTION

SECTION 29, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA



SURVEYOR'S CERTIFICATION:
 I hereby certify that the SKETCH OF DESCRIPTION shown hereon meets the Standards of Practice for Land Surveying in the State of Florida (F.A.C. 53-17). The undersigned surveyor has not been provided a current title opinion or abstraction of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, assessments or other instruments which could affect the boundaries.

LARRY D. DAVIS
 REGISTERED FLORIDA LAND SURVEYOR NO. 5254

- GENERAL NOTES:**
- NO IMPROVEMENTS LOCATED OTHER THAN SHOWN HEREON.
 - BEARINGS ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE, NAD 83 DATUM.
 - THIS IS NOT A BOUNDARY SURVEY.
 - ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

Moore Bass Consulting	The Drawings, Specifications and other documents prepared by Moore Bass Consulting Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.	TITLE # 15-021	202 02-23-1129202020000.dwg
		CONTRACT # 202 107	ARCHIVE
		NOTEBLOCK #	PAGE #
		DATE: 2015.09.31	DRAWN BY:
MOORE BASS CONSULTING, INC. 101 N. GADSDEN STREET TALLAHASSEE, FL 32309-3022 TEL: 904.202.2244 FAX: 904.202.2244	CLIENT NAME: Tallahassee Memorial Healthcare	PROJECT NAME: Tallahassee Memorial Healthcare	SHEET TITLE: SKETCH OF DESCRIPTION (TAX ID: 1129202020000)
			1/2



SKETCH OF DESCRIPTION
SECTION 29, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA

LEGAL DESCRIPTION: O.R. BOOK 4180, PAGE 125
FROM THE NORTHEAST CORNER OF LOT 13, BLOCK "B" OF BROOKWOOD, A SUBDIVISION APPEARING OF RECORD IN PLAT BOOK 2, PAGE 92, IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LEON COUNTY, FLORIDA, RUN NORTH 00 DEGREES 04 MINUTES WEST ALONG THE PROLONGATION OF THE WEST BOUNDARY LINE OF THE RIGHT OF WAY OF BROOKWOOD DRIVE, A DISTANCE OF 80.6 FEET TO THE POINT OF BEGINNING, FROM SAID POINT OF BEGINNING RUN NORTH 86 DEGREES 36 MINUTES EAST 62.25 FEET TO A POINT, THENCE NORTH 87 DEGREES 10 MINUTES EAST 32.7 FEET, THENCE NORTH 00 DEGREES 35 MINUTES EAST 399.5 FEET, THENCE NORTH 89 DEGREES 25 MINUTES WEST 200 FEET, THENCE SOUTH 0 DEGREES 35 MINUTES WEST 421.8 FEET, THENCE NORTH 81 DEGREES 58 MINUTES EAST 108.32 FEET TO THE POINT OF BEGINNING, BEING IN THE NORTHWEST ¼ OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 1 EAST, AND CONTAINING 1.87 ACRES MORE OR LESS.

IN THE ABOVE DESCRIBED DESCRIPTION OF BROOKWOOD DRIVE IS A 60 FOOT RIGHT OF WAY, NOT 66 FEET AS IS SHOWN ON ABOVE MENTIONED PLAT THE WEST BOUNDARY LINE OF BROOKWOOD DRIVE IS 215 FEET EAST OF THE WEST LINE OF BLOCK B OF BROOKWOOD.

ALSO INCLUDED WITH ABOVE DESCRIBED LAND

ALL OF THAT LAND THAT LIES BETWEEN THE SOUTH LINE OF ABOVE DESCRIBED 1.87 ACRES AND THE NORTH BOUNDARY LINE OF THE RIGHT OF WAY OF MISSOULKEE ROAD, BEING A STRIP OF LAND 200 FEET, MORE OR LESS, EAST AND WEST BY 20 FEET, MORE OR LESS, NORTH AND SOUTH.

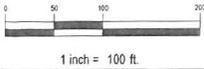
TOGETHER WITH

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 1 EAST, SAID CORNER BEING 62.57 FEET NORTH 00 DEGREES 05 MINUTES EAST OF THE NORTHEAST CORNER OF BROOKWOOD PARK AS RECORDED IN PLAT BOOK 3, PAGE 56 OF THE PUBLIC RECORDS OF LEON COUNTY, RUN THENCE SOUTH 74 DEGREES 58 MINUTES WEST 39.65 FEET, THENCE RUN NORTH 79 DEGREES 46 MINUTES EAST 148.27 FEET, THENCE RUN NORTH 00 DEGREES 27 MINUTES EAST 418.96 FEET TO THE POINT OF BEGINNING, FROM SAID POINT OF BEGINNING CONTINUE NORTH 00 DEGREES 27 MINUTES EAST 108.9 FEET, THENCE RUN SOUTH 89 DEGREES 36 MINUTES EAST 200 FEET, THENCE RUN SOUTH 00 DEGREES 27 MINUTES WEST 108.9 FEET, THENCE RUN NORTH 89 DEGREES 35 MINUTES WEST 200 FEET TO THE POINT OF BEGINNING, CONTAINING ¼ ACRES MORE OR LESS.

LESS AND EXCEPT THAT PORTION OF THE ABOVE DESCRIBED PROPERTY CONVEYED TO LEON COUNTY IN OFFICIAL RECORDS BOOK 2088, PAGE 1759.

<p>Moore Bass Consulting</p> <p>UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL NOTARIAL SEAL OF A FLORIDA LICENSED SURVEYOR, NO PART OF THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID.</p>	<p>The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MBC) for this Project are instruments of MBC for use solely with respect to this Project and, unless otherwise provided, MBC shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.</p>	FILE #	11-01	201107-01-1102020000.dwg	
		CONTRACT #	201107	ARCHIVE	
		NOTEBOOK #		PAGE #	
		DATE	01/26/2011	DRAWN BY	
<p>MOORE BASS CONSULTING, INC.</p> <p>800 N. GADSDEN STREET</p> <p>TALLAHASSEE, FL 32310-3902-0678</p> <p>TEL: 904.241.1111 FAX: 904.241.1112</p> <p>WWW.MOOREBASS.COM</p>	CLIENT NAME	Tallahassee Memorial Healthcare		PROJECT NAME	Tallahassee Memorial Healthcare
		SHEET #	1	TITLE	SKETCH OF DESCRIPTION (PAR ID: 1102020000)
					2/2

GRAPHIC SCALE



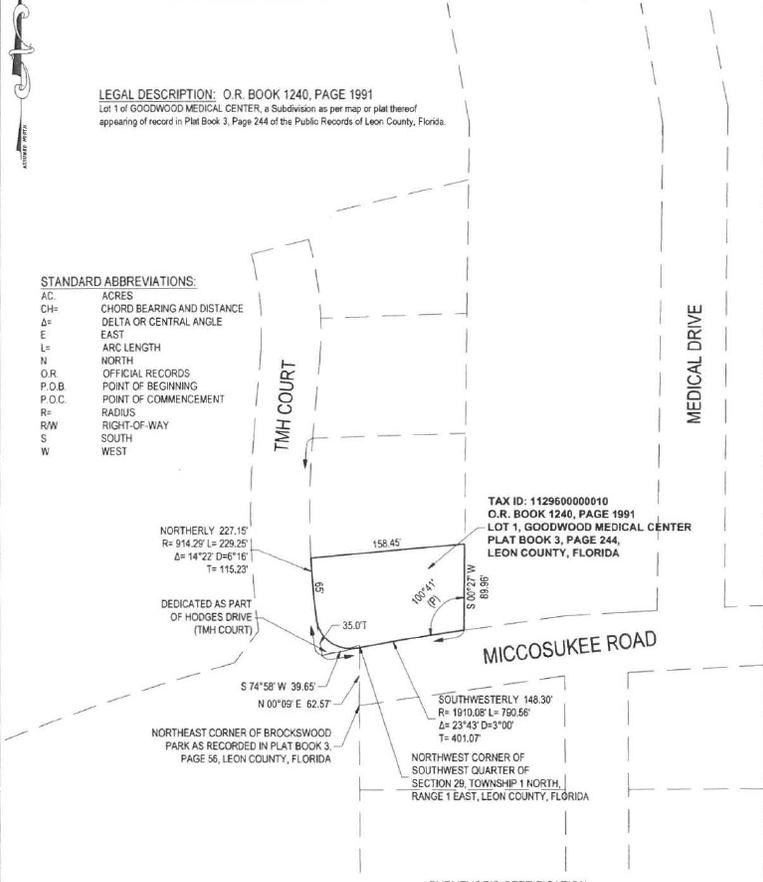
SKETCH OF DESCRIPTION

SECTIONS 29 & 30, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA

LEGAL DESCRIPTION: O.R. BOOK 1240, PAGE 1991
 Lot 1 of GOODWOOD MEDICAL CENTER, a Subdivision as per map or plat thereof
 appearing of record in Plat Book 3, Page 244 of the Public Records of Leon County, Florida.

STANDARD ABBREVIATIONS:

- AC. ACRES
- CH± CHORD BEARING AND DISTANCE
- Δ± DELTA OR CENTRAL ANGLE
- E EAST
- L± ARC LENGTH
- N NORTH
- O.R. OFFICIAL RECORDS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R± RADIUS
- R/W RIGHT-OF-WAY
- S SOUTH
- W WEST



TAX ID: 112960000010
 O.R. BOOK 1240, PAGE 1991
 LOT 1, GOODWOOD MEDICAL CENTER
 PLAT BOOK 3, PAGE 244,
 LEON COUNTY, FLORIDA

SURVEYOR'S CERTIFICATION:

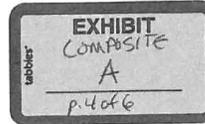
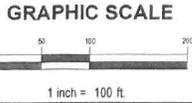
I hereby certify that the SKETCH OF DESCRIPTION shown herein meets the Standards of Practice for Land Surveying in the State of Florida (F.A.C. 5J-17). The undersigned surveyor has not been provided a current title opinion or abstraction of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

LARRY D. DAVIS
 REGISTERED FLORIDA LAND SURVEYOR NO. 5254

GENERAL NOTES:

1. NO IMPROVEMENTS LOCATED OTHER THAN SHOWN HEREON.
2. BEARINGS ARE BASED ON THE LANDS DESCRIBED IN THE SUBDIVISION OF GOODWOOD MEDICAL CENTER, A MAP OR PLAT AS RECORDED IN PLAT BOOK 3, PAGE 244 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.
3. THIS IS NOT A BOUNDARY SURVEY.
4. ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

<p>Moore Bass Consulting</p> <p>UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL SEAL OF A LICENSED SURVEYOR AND MAPPER THE DRAWING, DESIGN, PLAT OR MAP IS NOT A PROFESSIONAL PRODUCT AND IS NOT VALID.</p>	<p>The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project; and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.</p>	<p>FILE # 15.001 262 102 04 112960000010.dwg</p> <p>CONTRACT # 362 107 ARCHIVE</p> <p>NOTEBOOK # PAGE #</p> <p>DATE 2/15/26 DRAWN BY AJT</p>
<p>MOORE BASS CONSULTING, INC. 100 N. GADSDEN STREET TALLAHASSEE, FL 32309-2200 TEL: 904.241.1111 FAX: 904.241.1112</p>	<p>CLIENT NAME Tallahassee Memorial Healthcare</p> <p>PROJECT NAME Tallahassee Memorial Healthcare</p>	<p>SHEET TITLE SKETCH OF DESCRIPTION (TAX ID: 112960000010)</p>



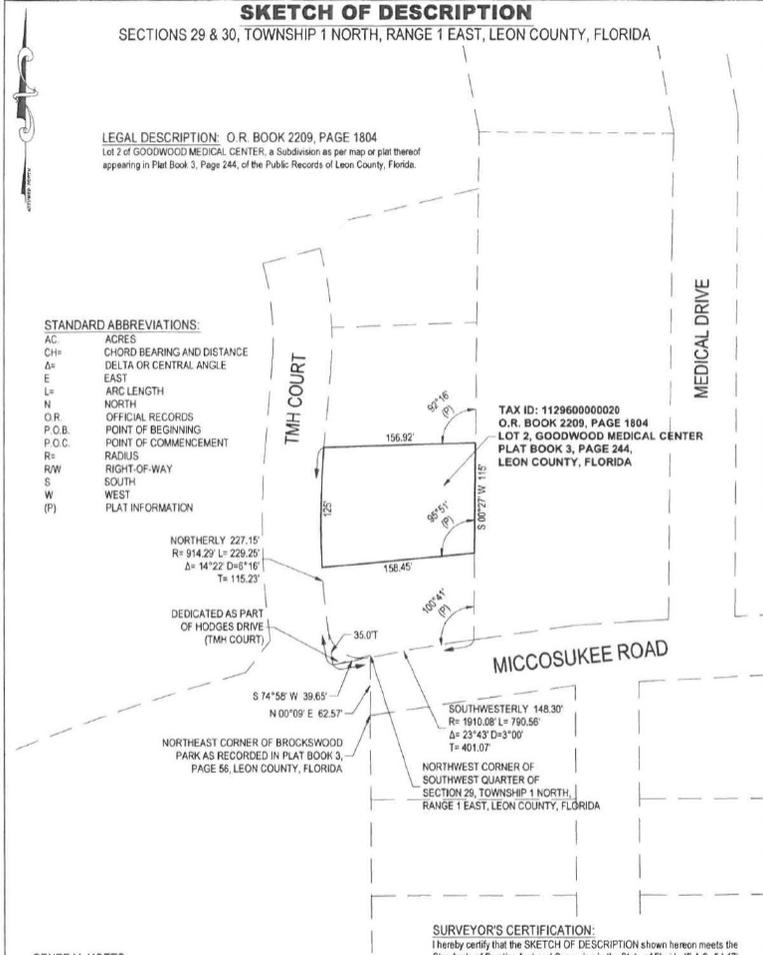
SKETCH OF DESCRIPTION

SECTIONS 29 & 30, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA

LEGAL DESCRIPTION: O.R. BOOK 2209, PAGE 1804
 Lot 2 of GOODWOOD MEDICAL CENTER, a Subdivision as per map or plat thereof
 appearing in Plat Book 3, Page 244, of the Public Records of Leon County, Florida.

STANDARD ABBREVIATIONS:

- AC ACRES
- CH± CHORD BEARING AND DISTANCE
- Δ± DELTA OR CENTRAL ANGLE
- E EAST
- L± ARC LENGTH
- N NORTH
- O.R. OFFICIAL RECORDS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R± RADIUS
- R/W RIGHT-OF-WAY
- S SOUTH
- W WEST
- (P) PLAT INFORMATION



TAX ID: 112960000020
 O.R. BOOK 2209, PAGE 1804
 LOT 2, GOODWOOD MEDICAL CENTER
 PLAT BOOK 3, PAGE 244,
 LEON COUNTY, FLORIDA

GENERAL NOTES:

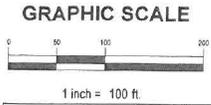
1. NO IMPROVEMENTS LOCATED OTHER THAN SHOWN HEREON.
2. BEARINGS ARE BASED ON THE LANDS DESCRIBED IN THE SUBDIVISION OF GOODWOOD MEDICAL CENTER, A MAP OR PLAT AS RECORDED IN PLAT BOOK 3, PAGE 244 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.
3. THIS IS NOT A BOUNDARY SURVEY.
4. ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

SURVEYOR'S CERTIFICATION:

I hereby certify that the SKETCH OF DESCRIPTION shown hereon meets the Standards of Practice for Land Surveying in the State of Florida (F.A.C. 5J-17). The undersigned surveyor has not been provided a current title opinion or abstraction of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

LARRY D. DAVIS
 REGISTERED FLORIDA LAND SURVEYOR NO. 5254

Moore Bass Consulting <small>PLEASE PRINT NAME OF THE SURVEYOR AND THE ORIGINAL SURVEYOR. IF A LICENSED SURVEYOR AND SURVEYOR INFORMATION FOR THE PROJECT IS NOT PROVIDED FOR INFORMATION PURPOSES ONLY AND IS NOT VALID.</small>		The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MBC) for this Project are instruments of MBC for use solely with respect to this Project and, unless otherwise provided, MBC shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.		FILE # 202107-01-112960000020.dwg	
MOORE BASS CONSULTING, INC. 400 N. GADSDEN STREET TALLAHASSEE, FL 32309-8901 252-6671 MOOREBASS.COM SURVEYOR@MOOREBASS.COM		CLIENT NAME Tallahassee Memorial Healthcare	PROJECT NAME Tallahassee Memorial Healthcare	CONTRACT # 202107	ARCHIVE
MOORE BASS CONSULTING, INC. 400 N. GADSDEN STREET TALLAHASSEE, FL 32309-8901 252-6671 MOOREBASS.COM SURVEYOR@MOOREBASS.COM		SHEET # 215.05.30	DATE 2/23/26	DRAWN BY AJT	SHEET TITLE SKETCH OF DESCRIPTION (TAX ID: 112960000020)
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SKETCH OF DESCRIPTION

SECTIONS 29 & 30, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA

LEGAL DESCRIPTION: O.R. BOOK 1240, PAGE 386
 Lot 3 of GOODWOOD MEDICAL CENTER, a Subdivision as per map or plat thereof appearing of record in Plat Book 3, Page 244 Public Records of Leon County, Florida.

STANDARD ABBREVIATIONS:
 AC ACRES
 CH= CHORD BEARING AND DISTANCE
 Δ= DELTA OR CENTRAL ANGLE
 E EAST
 L= ARC LENGTH
 N NORTH
 O.R. OFFICIAL RECORDS
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCEMENT
 R= RADIUS
 RW RIGHT-OF-WAY
 S SOUTH
 W WEST
 (P) PLAT INFORMATION

TAX ID: 112960000030
 O.R. BOOK 1240, PAGE 386
 LOT 3, GOODWOOD MEDICAL CENTER
 PLAT BOOK 3, PAGE 244,
 LEON COUNTY, FLORIDA

NORTHERLY 227.15'
 R= 914.29' L= 229.25'
 Δ= 14°22' D= 6°18'
 T= 115.23'

DEDICATED AS PART OF HODGES DRIVE (TMH COURT)

35.0 FT

S 74°58' W 39.65'
 N 00°09' E 62.57'

NORTHEAST CORNER OF BROOKSWOOD PARK AS RECORDED IN PLAT BOOK 3, PAGE 56, LEON COUNTY, FLORIDA

150'

156.92'

N 04°45' E 82.32' 42.77'

92°16' (P)

82°51' (P)

109°41' (P)

S 00°27'00" W 42'

MICCOSUKEE ROAD

SOUTHWESTERLY 148.30'
 R= 1910.06' L= 730.56'
 Δ= 12°43' D= 3°00'
 T= 401.07'

NORTHWEST CORNER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA

MEDICAL DRIVE

SURVEYOR'S CERTIFICATION:
 I hereby certify that the SKETCH OF DESCRIPTION shown hereon meets the Standards of Practice for Land Surveying in the State of Florida (F.A.C. 5J-17). The undersigned surveyor has not been provided a current title opinion or abstraction of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

LARRY D. DAVIS
 REGISTERED FLORIDA LAND SURVEYOR NO. 5254

GENERAL NOTES:
 1. NO IMPROVEMENTS LOCATED OTHER THAN SHOWN HEREON.
 2. BEARINGS ARE BASED ON THE LANDS DESCRIBED IN THE SUBDIVISION OF GOODWOOD MEDICAL CENTER, A MAP OR PLAT AS RECORDED IN PLAT BOOK 3, PAGE 244 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.
 3. THIS IS NOT A BOUNDARY SURVEY.
 4. ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

MOORE BASS CONSULTING, INC.
 801 N. GARDEN STREET
 TALLAHASSEE, FL 32303-8903-222-5608
 MOOREBASSCONSULTING.COM (850) 833-2228

The Drawings, Specifications and other documents prepared by Moore Bass Consulting Inc. (MB) for this Project are Instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

FILE#	15-011	262 102 54-1106000000.dwg
CONTRACT #	262 102	ALSO-NVE
NOTEBOOK #		PAGE #
DATE	2015.09.03	DRAWN BY
SHEET TITLE	SKETCH OF DESCRIPTION	ALT
	(TAX ID: 112960000030)	1/1

MOORE BASS CONSULTING, INC. CLIENT NAME: Tallahassee Memorial Healthcare PROJECT NAME: Tallahassee Memorial Healthcare
 C:\p\mbs\262 102 54-1106000000.dwg 1:1 (8/26/2015 10:28:11 AM) www.moorebass.com

GRAPHIC SCALE

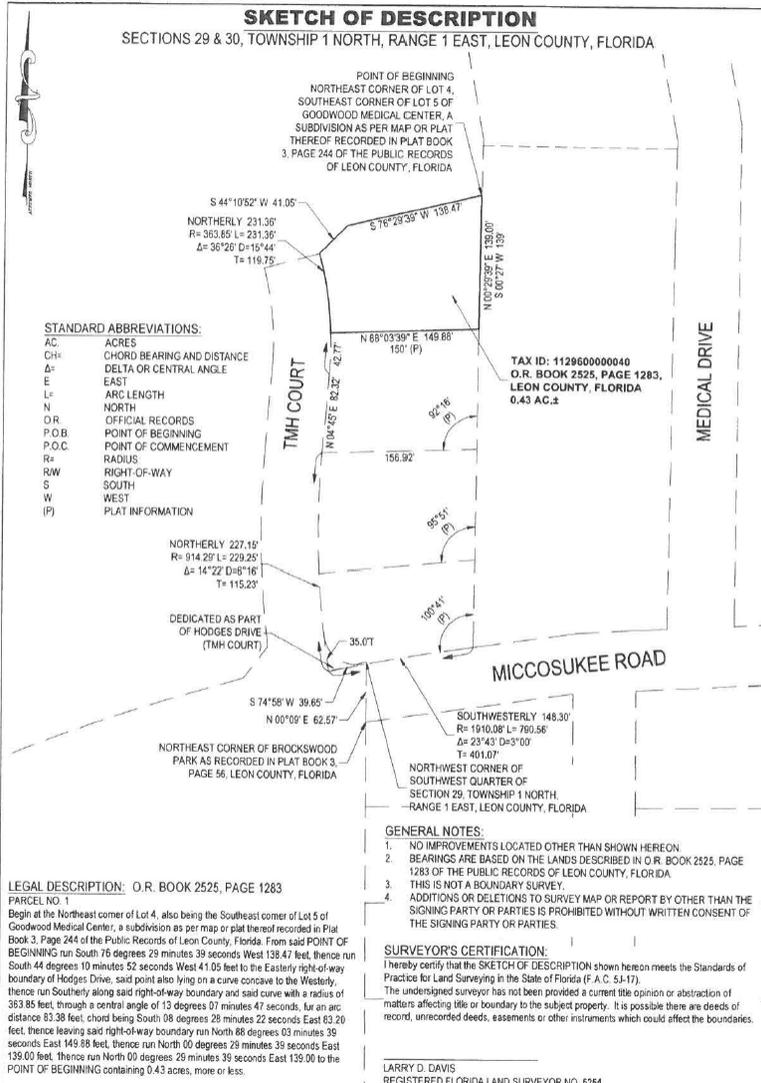


1 inch = 100 ft.

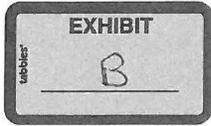
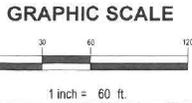


SKETCH OF DESCRIPTION

SECTIONS 29 & 30, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA



© Moore Bass Consulting UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL INDENTURE OF A PROFESSIONAL SURVEYOR OR A MEMBER OF THE BOARD OF PROFESSIONAL SURVEYORS, NO OTHER PERSON SHALL BE HELD RESPONSIBLE FOR THE ACCURACY OF THIS SURVEY.	The Drawings, Specifications and other documents prepared by Moore Bass Consulting Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.	FILE #	19431	
		CONTRACT #	28107	
MOORE-BASS CONSULTING, INC. 803 N. CHASELON STREET TALLAHASSEE, FL 32309-3202 TEL: 904-224-0214 WWW.MOORE-BASS.COM	CLIENT NAME Tallahassee Memorial Healthcare	PROJECT NAME Tallahassee Memorial Healthcare	DATE	2015.09.23
			DRAWN BY	ACT
			SHEET TITLE	SKETCH OF DESCRIPTION (TAX ID 112960000040)
				1/1



SKETCH OF DESCRIPTION

SECTION 30, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA

POINT OF COMMENCEMENT
NORTHEAST CORNER OF LOT 4
(SOUTHEAST CORNER OF LOT 5),
GOODWOOD MEDICAL CENTER,
PLAT BOOK 3, PAGE 244, LEON
COUNTY, FLORIDA

LEGAL DESCRIPTION:
A portion of land lying in Section 30, Township 1 North, Range 1 East, Leon County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of Lot 4 of Goodwood Medical Center, a map or plat as recorded in Plat Book 3, page 244 of the public records of Leon County, Florida, said corner also marking the Southeast corner of the lands described in O.R. Book 2761, page 2372 of the aforesaid records, thence S 78° 21' 48" W along the Northern boundary of said Lot 4 and the Southern boundary of said lands described in O.R. Book 2761, page 2372, 137.78 feet; thence S 44° 35' 29" W along said Southern boundary, 41.95 feet to the Northeast corner of TMH Court (60' Right-of-Way), the Northwest corner of the lands described in O.R. Book 1228, page 1467 of the aforesaid records, a non-tangent curve concave Southwesterly, having a radius of 363.39 feet, and the **POINT OF BEGINNING**. From said **POINT OF BEGINNING** thence Southeasterly along the Easterly Right-of-Way boundary of said TMH Court, the Westerly boundary of said Lot 4, and along said curve through a central angle of 19° 48' 52" for an arc length of 125.67 feet (Chord: S 05° 17' 37" E, 125.04 feet); thence along said Easterly Right-of-Way boundary, and the Westerly boundary of Lots 3, 2, and 1 of said Goodwood Medical Center the following two courses: S 04° 32' 17" W, 82.81 feet to a non-tangent curve concave Easterly, having a radius of 914.29 feet; thence Southeasterly along said curve through a central angle of 10° 23' 02" for an arc length of 165.70 feet (Chord: S 00° 29' 51" E, 165.47 feet); thence leaving said Easterly Right-of-Way boundary and said Westerly boundary, S 58° 03' 10" W, 66.41 feet to the Westerly Right-of-Way boundary of said TMH Court, the Easterly boundary of said lands described in O.R. Book 2761, page 2372, and a non-tangent curve concave Easterly, having a radius of 974.29 feet; thence Northwesterly along said Westerly Right-of-Way boundary, said Easterly boundary, and said curve through a central angle of 12° 08' 26" for an arc length of 205.88 feet (Chord: N 01° 21' 50" W, 205.49 feet); thence continue along said Westerly Right-of-Way boundary and said Easterly boundary of said lands the following two courses: N 04° 32' 17" E, 82.77 feet to a non-tangent curve concave Southwesterly, having a radius of 303.39 feet; thence Northwesterly along said curve through a central angle of 19° 50' 46" for an arc length of 105.09 feet (Chord: N 05° 18' 09" W, 104.56 feet) to the Northwest corner of said TMH Court and said Southern boundary of said lands described in O.R. Book 2761, page 2372; thence N 74° 55' 21" E along the Northern Right-of-Way boundary of said TMH Court and said Southern boundary, 60.00 feet to the **POINT OF BEGINNING**.
Containing 0.53 acres, more or less.

GENERAL NOTES:

- NO IMPROVEMENTS LOCATED OTHER THAN SHOWN HEREON.
- BEARINGS ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE, NAD 83 DATUM.
- THIS IS NOT A BOUNDARY SURVEY.
- ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

STANDARD ABBREVIATIONS:
AC. ACRES
CH= CHORD BEARING AND DISTANCE
Δ= DELTA OR CENTRAL ANGLE
E EAST
L= ARC LENGTH
N NORTH
O.R. OFFICIAL RECORDS
R= RADIUS
R/W RIGHT-OF-WAY
S SOUTH
W WEST

SURVEYOR'S CERTIFICATION:
I hereby certify that the SKETCH OF DESCRIPTION shown herein meets the Standards of Practice for Land Surveying in the State of Florida (F.A.C. 5J-17). The undersigned surveyor has not been provided a current title opinion or abstraction of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

LARRY D. DAVIS
REGISTERED FLORIDA LAND SURVEYOR NO. 5254

POINT OF BEGINNING

LOT 4
O.R. BOOK 1228, PAGE 1467

LOT 3
O.R. BOOK 1240, PAGE 386

GOODWOOD MEDICAL CENTER
PLAT BOOK 3, PAGE 244

LOT 2
O.R. BOOK 2009, PAGE 1804

LOT 1
O.R. BOOK 1240, PAGE 1991

MICCOSUKEE ROAD - 60' RW

TMH COURT - 60' RW

0.53 AC. ±

O.R. BOOK 2761, PAGE 2372

MOORE BASS CONSULTING
1815 N. CALDWELL STREET
TALAHASSEE, FL 32309-3221-979
CALL (904) 241-2411
WWW.MOOREBASS.COM

CLIENT NAME	Tallahassee Memorial Healthcare	PROJECT NAME	Tallahassee Memorial Healthcare
FILE #	16481	20210726-TMH-Court-Medical-City-Eng	
CONTRACT #	261107	ARCHIVE	
NOTEBOOK #		PAGE #	
DATE	2016-11-18	DRAWN BY	ATT
SHEET TITLE			1/1
SKETCH OF DESCRIPTION (TMH COURT)			

Third Modification

2. The real property described in Exhibit "A-1", which is attached hereto and by reference incorporated herein, is hereby released, removed, and deleted from the description of the Leased Properties as set forth in Article I, Section A of the Third Amended and Restated Lease Agreement, as previously amended, and in "Composite Exhibit A" of the Third Amended and Restated Lease Agreement, as previously amended.

EXHIBIT A-1
(Substation 12 Reliability Project Site)

LEGAL DESCRIPTION:

A portion of lands described in Official Records Book 2761, Page 2377 of the Public Records of Leon County, Florida being more particularly described as follows:

Commence at the most Easterly corner of Lot 11, of Goodwood Medical Center, as per map or plat thereof recorded in Plat Book 3, Page 244 of the Public Records of Leon County, Florida and run North 49 degrees 15 minutes 30 seconds West along the Northeasterly boundary of said Lot 11 a distance of 12.85 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 49 degrees 15 minutes 30 seconds West along said Northeasterly boundary a distance of 146.18 feet to the most Southerly point of lands described in Official Records Book 608, page 529 of the Public Records of Leon County, Florida, thence leaving said Northeasterly boundary run North 30 degrees 01 minutes 05 seconds East along the Southeasterly boundary of said lands described in Official Records Book 608, page 529 a distance of 198.19 feet to a point lying on the proposed Southwesterly right-of-way boundary of Medical Drive (right-of-way varies), said point also lying on a curve concave Southwesterly, thence leaving said Southeasterly boundary run Southeasterly along said proposed Southwesterly right-of-way curve with a radius of 480.87 feet through a central angle of 35 degrees 49 minutes 43 seconds for an arc length of 300.70 feet (chord of said arc being South 46 degrees 38 minutes 32 seconds East 295.83 feet), thence leaving said proposed Southwesterly right-of-way boundary run South 72 degrees 33 minutes 45 seconds West 213.28 feet to the POINT OF BEGINNING. Containing 1.06-LA M acres, more or less.

Exhibit B¹⁶

Excluded Properties (TMH Property not part of FSU Leased Properties)

The following real and related personal property and related programs, activities, operations and resources constitute Excluded Properties:

- [Southeast Community Health Services, Inc.
- Tallahassee Memorial Health Ventures, (“TMHV”)
- Tallahassee Memorial HealthCare Foundation, Inc.
- Tallahassee Memorial Hospital Auxiliary
- Medicus Select, LLC (“Medicus”)
- 7 Oaks Healthcare and its Affiliates, including, Big Ben Hospice, Inc.
- Operations of TMH and its Affiliates in the Panama City Beach region
- Any other programs, activities, assets and operations of Affiliates of TMH
 Activities conducted through the following Taxpayer Identification Number

- Any and all other operations, programs, activities not conducted on the FSU Leased Properties, and as conducted in the future relating to the activities of the Excluded Properties

¹⁶ NTD: Preliminary (reference only). To be updated

Exhibit C¹⁷**Bonds
As of June 30, 2025****6. Long-Term Debt**

A summary of long-term debt obligations at June 30, 2025 and 2024 follows:

	2025	2024
Healthcare Facilities Revenue Refunding Bonds, Series 2015A, interest of 4.0% to 5.25% at June 30, 2025 and 2024, final maturity December 2044.	\$ 107,290,000	\$ 107,290,000
Healthcare Facilities Revenue Bonds, Series 2016A, interest of 4.0% to 5.25% at June 30, 2025 and 2024, final maturity December 2055.	120,896,200	127,260,000
Healthcare Facilities Revenue Bonds, Series 2016B, interest of 5.25% at June 30, 2025 and 2024, final maturity December 2051.	100,000,000	100,000,000
Other long-term debt	50,520,167	-
Finance lease obligations	48,877,806	16,266,962
	<u>427,584,173</u>	<u>350,816,962</u>
Add: Net amortized bond premium and bond issuance costs	7,031,675	7,639,796
Total long-term debt	434,615,848	358,456,758
Less: Current portion	<u>(2,856,482)</u>	<u>(4,326,645)</u>
Long-term portion	<u>\$ 431,759,366</u>	<u>\$ 354,130,113</u>

On May 28, 2015, the Obligated Group, with the City of Tallahassee acting as a conduit, issued HealthCare Facilities Revenue Refunding Bonds, Series 2015A, in the amount of \$107,290,000, the proceeds of which were used for the refunding of the outstanding (a) Health Facilities Revenue Bonds, Series 1992B, (b) Health Facilities Revenue Bonds, Series 2000, (c) Series 2015 Notes, and (d) to pay the costs of issuance of the Series 2015A Bonds. The Series 2015A Bonds are collateralized by the revenues of the Hospital.

Tallahassee Memorial HealthCare, Inc. and Subsidiaries
Notes to Consolidated Financial Statements
June 30, 2025 and 2024
(Unaudited)

On February 2, 2016, the Obligated Group, with the City of Tallahassee acting as a conduit, issued Health Facility Revenue Bonds, Series 2016A, in the amount of \$150,000,000, the proceeds have been used for providing funds, together with other available funds, for the construction of the M.T. Mustian Center. The Series 2016A Bonds are collateralized by the revenues of the Hospital.

On February 2, 2016, the Obligated Group, with the City of Tallahassee acting as a conduit, issued Health Facility Revenue Bonds, Series 2016B, in the amount of \$100,000,000, the proceeds have been used for providing funds, together with other available funds, for the construction of the M.T. Mustian Center. The Series 2016B Bonds are collateralized by the revenues of the Hospital.

All entities under TMH, Inc., apart from SECHS, TMHV, Medicus and the Foundation, are part of the Obligated Group responsible for the repayment of these bonds per the bond indentures.

¹⁷ NTD: Preliminary (reference only).

EXHIBIT D

Metrics

[Details Currently Under Development by the Parties]

Exhibit E Lessee Right of First Refusal Purchase Price Methodology

The Lessee ROFR purchase price shall be an amount equal to all amounts paid by Lessor, as of the date of Lessee's notice of exercise of the Lessee ROFR, under Section 4 of the Transfer Agreement plus additional amounts paid by Lessor, as of the date of Lessee's notice of exercise of the Lessee ROFR, for improvements to the FSU Leased Properties.

Exhibit F Memorandum of Lease¹⁸

¹⁸ NTD: FSU to provide FSU with a copy of the Memorandum of Lease

Exhibit "D"

Payment Schedule

Payment #	Fiscal Year	Amount
1	2026	\$3,633,333.33
2	2027	\$3,633,333.33
3	2028	\$3,633,333.33
4	2029	\$3,633,333.33
5	2030	\$3,633,333.33
6	2031	\$3,633,333.33
7	2032	\$3,633,333.33
8	2033	\$3,633,333.33
9	2034	\$3,633,333.33
10	2035	\$3,633,333.33
11	2036	\$3,633,333.33
12	2037	\$3,633,333.33
13	2038	\$3,633,333.33
14	2039	\$3,633,333.33
15	2040	\$3,633,333.33
16	2041	\$3,633,333.33
17	2042	\$3,633,333.33
18	2043	\$3,633,333.33
19	2044	\$3,633,333.33
20	2045	\$3,633,333.33
21	2046	\$3,633,333.33
22	2047	\$3,633,333.33
23	2048	\$3,633,333.33
24	2049	\$3,633,333.33
25	2050	\$3,633,333.33
26	2051	\$3,633,333.33
27	2052	\$3,633,333.33
28	2053	\$3,633,333.33
29	2054	\$3,633,333.33
30	2055	\$3,633,333.43
	Total	\$109,000,000.00

Exhibit "E"

Copies of Real Property Tax Bills and Personal Property Tax Bills

HONORABLE DORIS MALOY
REAL ESTATE

LEON COUNTY

Header1

ACCOUNT NUMBER: 1130208020000 2025 TAX DISTRICT: 0001
 ASSESSED VALUE: 230,571,104 EXEMPTIONS: * SEE BELOW * TAXABLE VALUE: 13,603,695
 TAKING AUTHORITY MILLAGE RATE EXEMPTIONS TAXABLE VALUE TAXES
 COUNTY COUNTY GENERAL FUND 8.3144 230,571,104 216,967,409 13,603,695 113,106.56
 LEON COUNTY HEALTH MSTU .0000 230,571,104 216,967,409 13,603,695 0.00
 EMERGENCY MEDICAL SERVICE .7500 230,571,104 216,967,409 13,603,695 10,202.77
 CITY CITY OF TALLAHASSEE 4.4072 230,571,104 216,967,409 13,603,695 59,954.20
 SCHOOL SCHOOL- LOCAL REQUIREMENT 3.1180 230,571,104 216,967,409 13,603,695 42,416.32
 SCHOOL CAPITAL OUTLAY 1.5000 230,571,104 216,967,409 13,603,695 20,405.54
 SCHOOL DISCRETIONARY .7480 230,571,104 216,967,409 13,603,695 10,175.56
 CSC CHILDREN'S SERVICES COUN .3477 230,571,104 216,967,409 13,603,695 4,730.00
 NWFWM NW FLORIDA WATER MANAGMT .0207 230,571,104 216,967,409 13,603,695 281.60
 EXEMPTION:EXEM. 216,967,409
 EXEM. 216,967,409
 19.20600 261,272.55

Header2

LEVYING AUTHORITY PURPOSE RATES/BASIS AMOUNT
 NON AD VALOREM ASSESSMENTS: 0.00
 COMBINED TAXES & ASSESSMENTS TOTAL: 261,272.55

PROPERTY:

ADDR:1401 CENTERVILLE RD TAL

IF PAID BY	NOV 1-DEC 1	DEC 2-DEC 31	JAN 1-FEB 02	FEB 3-MAR 02	MAR 3-MAR 31
PLEASE PAY	250,821.65	253,434.37	256,047.10	258,659.82	261,272.55

HONORABLE DORIS MALOY LEON COUNTY
REAL ESTATE

IF PAID BY	NOV 1-DEC 1	DEC 2-DEC 31	JAN 1-FEB 02	FEB 3-MAR 02	MAR 3-MAR 31
PLEASE PAY	250,821.65	253,434.37	256,047.10	258,659.82	261,272.55

EX-TYPE	ESCROW	MILLAGE	TAXES LEVIED	REMIT PAYMENT IN U.S. FUNDS TO:
		0001		

VALUES AND EXEMPTIONS TAXES 261,272.55 HONORABLE DORIS MALOY
 ASSESSMENT 230,571,104 TOTAL 261,272.55 P.O. Box 1835
 TAXABLE 13,603,695 Tallahassee, FL 32302-1835
 EXEM. 216,967,409
 EXEM. 216,967,409

1130208020000 2025
 CITY OF TALLAHASSEE
 C/O REAL ESTATE DEPT
 300 S ADAMS ST BOX A-15
 TALLAHASSEE, FL 32301

SECTION 29 AND 30 T1N R1E
 GOODWOOD MEDICAL CENTER PB
 3/244 LOTS 1 THRU 9 UNITY OF
 TITLE OR 2761/2372 DB 48/259 AND
 OR 608/528 1574/1633 2444/217
 4871/807 AND OR 4871/810
 *** PAID *** PAID *** PAID ***
 11/28/25 PERIOD 01
 998-2025-0009638.0006
 \$250,821.65 CK

HONORABLE DORIS MALOY
REAL ESTATE

LEON COUNTY

Header1

ACCOUNT NUMBER: 113048	G0010	2025			TAX DISTRICT: 0001	
ASSESSED VALUE:	974,597	EXEMPTIONS: * SEE BELOW *		TAXABLE VALUE:		0
TAXING AUTHORITY	MILLAGE RATE	EXEMPTIONS	TAXABLE VALUE	TAXES		
COUNTY	COUNTY GENERAL FUND	8.3144	974,597	974,597	0	0.00
	LEON COUNTY HEALTH MSTU	.0000	974,597	974,597	0	0.00
	EMERGENCY MEDICAL SERVICE	.7500	974,597	974,597	0	0.00
CITY	CITY OF TALLAHASSEE	4.4072	974,597	974,597	0	0.00
SCHOOL	SCHOOL- LOCAL REQUIREMENT	3.1180	974,597	974,597	0	0.00
	SCHOOL CAPITAL OUTLAY	1.5000	974,597	974,597	0	0.00
	SCHOOL DISCRETIONARY	.7480	974,597	974,597	0	0.00
CSC	CHILDREN'S SERVICES COUN	.3477	974,597	974,597	0	0.00
NWFWM	NW FLORIDA WATER MANAGEMT	.0207	974,597	974,597	0	0.00
EXEMPTION:EXEM.	974,597					
		19.20600				0.00

Header2

LEVYING AUTHORITY	PURPOSE	RATES/BASIS	AMOUNT
		NON AD VALOREM ASSESSMENTS:	0.00
		COMBINED TAXES & ASSESSMENTS TOTAL:	0.00

PROPERTY:
ADDR:1200 E 6TH AVE TAL

* NO TAXES DUE * * * * * NO TAXES DUE * * * * * NO TAXES DUE * * * * *

HONORABLE DORIS MALOY LEON COUNTY
REAL ESTATE

* NO TAXES DUE * * * * * NO TAXES DUE * * * * * NO TAXES DUE * * * * *

EX-TYPE	ESCROW	MILLAGE	TAXES LEVIED	REMIT PAYMENT IN U.S. FUNDS TO:
		0001		

VALUES AND EXEMPTIONS	TAXES	0.00	HONORABLE DORIS MALOY
ASSESSMENT	974,597 TOTAL	0.00	P.O. Box 1835
TAXABLE	0		Tallahassee, FL 32302-1835
EXEM.	974,597		

30 1N 1E
FOREST HILL ALL OF BLOCK G OR
872/2076 1124/464 (PARKING LOT)

113048 G0010 2025
CITY OF TALLAHASSEE
C/O REAL ESTATE DEPT
300 S ADAMS ST BOX A-15
TALLAHASSEE, FL 32301

HONORABLE DORIS MALOY
REAL ESTATE

LEON COUNTY

Header1

ACCOUNT NUMBER: 112929 B0020 2025 TAX DISTRICT: 0001
 ASSESSED VALUE: 7,544,831 EXEMPTIONS: * SEE BELOW * TAXABLE VALUE: 0
 TAXING AUTHORITY MILLAGE RATE EXEMPTIONS TAXABLE VALUE TAXES
 COUNTY COUNTY GENERAL FUND 8.3144 7,544,831 7,757,239 0 0.00
 LEON COUNTY HEALTH MSTU .0000 7,544,831 7,757,239 0 0.00
 EMERGENCY MEDICAL SERVICE .7500 7,544,831 7,757,239 0 0.00
 CITY CITY OF TALLAHASSEE 4.4072 7,544,831 7,757,239 0 0.00
 SCHOOL SCHOOL- LOCAL REQUIREMENT 3.1180 7,651,035 7,651,035 0 0.00
 SCHOOL CAPITAL OUTLAY 1.5000 7,651,035 7,651,035 0 0.00
 SCHOOL DISCRETIONARY .7480 7,651,035 7,651,035 0 0.00
 CSC CHILDREN'S SERVICES COUN .3477 7,544,831 7,757,239 0 0.00
 NWFWM NW FLORIDA WATER MANAGEMT .0207 7,544,831 7,757,239 0 0.00
 COUNTY ASSESSED: 7,544,831 SCHOOL ASSESSED: 7,651,035
 EXEMPTION:EXEM. 7,651,035 19.20600 0.00

Header2

LEVYING AUTHORITY PURPOSE RATES/BASIS AMOUNT
 NON AD VALOREM ASSESSMENTS: 0.00
 COMBINED TAXES & ASSESSMENTS TOTAL: 0.00

PROPERTY:
 ADDR:1674 NURSES DR TAL

* NO TAXES DUE * * * * * NO TAXES DUE * * * * * NO TAXES DUE * * * * *

HONORABLE DORIS MALOY LEON COUNTY
 REAL ESTATE

* NO TAXES DUE * * * * * NO TAXES DUE * * * * * NO TAXES DUE * * * * *

EX-TYPE	ESCROW	MILLAGE	TAXES LEVIED	REMIT PAYMENT IN U.S. FUNDS TO:
		0001		

VALUES AND EXEMPTIONS TAXES 0.00 HONORABLE DORIS MALOY
 COUNTY ASMT 7,544,831 TOTAL 0.00 P.O. Box 1835
 COUNTY TXBL 0 Tallahassee,FL 32302-1835
 SCHOOL ASMT 7,651,035
 SCHOOL TXBL 0 29 1N 1E
 EXEM. 7,651,035 SOUTHEAST COMMUNITY MEDICAL
 CAMPUS 20 & 29 1N 1E PART OF
 LOT2 BLOCK B

112929 B0020 2025
 CITY OF TALLAHASSEE
 C/O REAL ESTATE DEPT
 300 S ADAMS ST BOX A-15
 TALLAHASSEE, FL 32301

HONORABLE DORIS MALOY
 REAL ESTATE

LEON COUNTY

Header1

ACCOUNT NUMBER: 112929 B0021 2025 TAX DISTRICT: 0001
 ASSESSED VALUE: 14,774,257 EXEMPTIONS: * SEE BELOW * TAXABLE VALUE: 0
 TAXING AUTHORITY MILLAGE RATE EXEMPTIONS TAXABLE VALUE TAXES
 COUNTY COUNTY GENERAL FUND 8.3144 14,774,257 17,599,627 0 0.00
 LEON COUNTY HEALTH MSTU .0000 14,774,257 17,599,627 0 0.00
 EMERGENCY MEDICAL SERVICE .7500 14,774,257 17,599,627 0 0.00
 CITY CITY OF TALLAHASSEE 4.4072 14,774,257 17,599,627 0 0.00
 SCHOOL SCHOOL- LOCAL REQUIREMENT 3.1180 16,186,942 16,186,942 0 0.00
 SCHOOL CAPITAL OUTLAY 1.5000 16,186,942 16,186,942 0 0.00
 SCHOOL DISCRETIONARY .7480 16,186,942 16,186,942 0 0.00
 CSC CHILDREN'S SERVICES COUN .3477 14,774,257 17,599,627 0 0.00
 NWFWM NW FLORIDA WATER MANAGEMT .0207 14,774,257 17,599,627 0 0.00
 COUNTY ASSESSED: 14,774,257 SCHOOL ASSESSED: 16,186,942
 EXEMPTION:EXEM. 16,186,942
 19.20600 0.00

Header2

LEVYING AUTHORITY PURPOSE RATES/BASIS AMOUNT
 NON AD VALOREM ASSESSMENTS: 0.00
 COMBINED TAXES & ASSESSMENTS TOTAL: 0.00

PROPERTY:
 ADDR:1528 SURGEONS DR TAL

* NO TAXES DUE * * * * * NO TAXES DUE * * * * * NO TAXES DUE * * * * *

HONORABLE DORIS MALOY LEON COUNTY
 REAL ESTATE

* NO TAXES DUE * * * * * NO TAXES DUE * * * * * NO TAXES DUE * * * * *

EX-TYPE	ESCROW	MILLAGE	TAXES LEVIED	REMIT PAYMENT IN U.S. FUNDS TO:
		0001		

VALUES AND EXEMPTIONS TAXES 0.00 HONORABLE DORIS MALOY
 COUNTY ASMT 14,774,257 TOTAL 0.00 P.O. Box 1835
 COUNTY TXBL 0 Tallahassee,FL 32302-1835
 SCHOOL ASMT 16,186,942
 SCHOOL TXBL 0 29 1N 1E
 EXEM. 16,186,942 SOUTHEAST COMMUNITY MEDICAL
 CAMPUS 20 & 29 1N 1E PART OF
 LOT2 BLOCK B

112929 B0021 2025
 CITY OF TALLAHASSEE
 C/O REAL ESTATE DEPT
 300 S ADAMS ST BOX A-15
 TALLAHASSEE, FL 32301

HONORABLE DORIS MALOY
REAL ESTATE

LEON COUNTY

Header1

ACCOUNT NUMBER: 1130208060000	2025			TAX DISTRICT: 0001		
ASSESSED VALUE: 11,751		EXEMPTIONS: * SEE BELOW *		TAXABLE VALUE:		0
TAXING AUTHORITY	MILLAGE RATE	EXEMPTIONS	TAXABLE VALUE	TAXES		
COUNTY COUNTY GENERAL FUND	8.3144		11,751	11,751	0	0.00
LEON COUNTY HEALTH MSTU	.0000		11,751	11,751	0	0.00
EMERGENCY MEDICAL SERVICE	.7500		11,751	11,751	0	0.00
CITY CITY OF TALLAHASSEE	4.4072		11,751	11,751	0	0.00
SCHOOL SCHOOL- LOCAL REQUIREMENT	3.1180		11,751	11,751	0	0.00
SCHOOL CAPITAL OUTLAY	1.5000		11,751	11,751	0	0.00
SCHOOL DISCRETIONARY	.7480		11,751	11,751	0	0.00
CSC CHILDREN'S SERVICES COUN	.3477		11,751	11,751	0	0.00
NWFWM NW FLORIDA WATER MANAGMT	.0207		11,751	11,751	0	0.00
EXEMPTION:EXEM. 11,751						
	19.20600					0.00

Header2

LEVYING AUTHORITY	PURPOSE	RATES/BASIS	AMOUNT
		NON AD VALOREM ASSESSMENTS:	0.00
		COMBINED TAXES & ASSESSMENTS TOTAL:	0.00

PROPERTY:
ADDR:1810 MEDICAL DR TAL

* NO TAXES DUE * * * * * NO TAXES DUE * * * * * NO TAXES DUE * * * * *

HONORABLE DORIS MALOY LEON COUNTY
REAL ESTATE

* NO TAXES DUE * * * * * NO TAXES DUE * * * * * NO TAXES DUE * * * * *

EX-TYPE	ESCROW	MILLAGE	TAXES LEVIED	REMIT PAYMENT IN U.S. FUNDS TO:
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VALUES AND EXEMPTIONS	TAXES	0.00	HONORABLE DORIS MALOY
ASSESSMENT 11,751	TOTAL	0.00	P.O. Box 1835
TAXABLE 0			Tallahassee, FL 32302-1835
EXEM. 11,751			

30 1N 1E
29 & 30 1N 1E IN E 1/2 OF NE
1/4SEC 30 & IN W 1/2 OF NW 1/4
SEC 29 INCLS LOTS 14 THRU 19 OF
GOODWOOD MEDICAL CENTER DB
48/259 OR 608/528 1104/469
1621/694 OR 2761/2377(UT)

1130208060000 2025
CITY OF TALLAHASSEE
C/O REAL ESTATE DEPT
300 S ADAMS ST BOX A-15
TALLAHASSEE, FL 32301

Exhibit "F"

List of Licenses, Permits and Development Agreements

1. Amended and Restated Development Agreement for Tallahassee Memorial HealthCare's Regional Medical Campus dated May 25, 2016, and recorded in Official Records Book 4939, Page 364 of the Public Records of Leon County, Florida.