



DOCUMENT ROUTING FORM

Rev: 7 | Revision Date: 04/02/2025

11

CITY MANAGER AND/OR MAYOR'S REVIEW AND SIGNATURE REQUEST COVERSHEET

1) ORIGINATING OFFICES (Charter/Department):

Routing Start Date: 6/24/25 ☒ Agenda Item ☐ Non-AgendaCharter Ofc: CMO Router Name: Angela Salmon Ext: 3443Department: CAO Router Name: Sonia Sierra Ext: 5598Commission Mtg. Date: 6/17/2025 CAM #: 25-0499 Item #: R-4

Document Title:

Resolution Approving a Sublease Agreement Between the Young Men's Christian Association of South Florida, Inc. (YMCA) and the North Broward Hospital District (Broward Health), and Approving a Recognition Agreement and Environmental Indemnity Agreement Between Broward Health and the City of Fort Lauderdale, and Authorizing the City Manager to Execute All Agreements - (Commission District 2)

CAM attached: ☒ Yes ☐ No Action Summary attached: ☒ Yes ☐ No CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Project defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "real property" include land, real estate, realty or real.

2) CITY ATTORNEY OFFICE (CAO): Documents to be signed/routed? ☒ Yes ☐ NoIs the attached Granicus document Final? ☒ Yes ☐ No Number of originals attached: 1 of eachAttorney's Name: Lynn Solomon Approved as to Form: ☒ Yes ☐ No Initials: [Signature]

Continue Routing To: FIN (if applicable) Date: _____ and then to CCO Date: _____

3) CITY CLERK OFFICE (CCO): Clerk Initials: WNY # of originals: _____Routed to Dept/Charter Ofc.: _____ Date: 06/24/254) CITY MANAGER OFFICE (CMO): Received From: CMO Date: 6/25/25 CMO LOG #: JUN100TO ACM/AcACM: ☐ S. Grant ☐ A. Fajardo ☒ B. Rogers, ☐ C. Cooper ☐ L. Reece Date: _____

Comments/Questions _____

ACM/AcACM Initials: [Signature] for continuous routing to Manager/Executive Director Rickelle Williams.CMO Log Out & Forward to CCO, Date: 6/26/25 for continuous routing to the Mayor.

5) MAYOR/CRA CHAIRMAN: Date Received: _____ Date to CCO: _____

Please sign as indicated and forward the originals to the City Clerk's Office for a final processing and review of attestation and/or seal, if applicable.

6) INSTRUCTIONS TO CITY CLERK'S OFFICE: Please retain a scan record copy and forward originals to:

Dept.: CAO *Name: Sonia Sierra Contact # EXT. 5598

*Please scan the record copy to the City Clerk once review and sign at the last level of government (Federal, State, County) is complete.

Scan Date: _____ Attach certified Resolution # _____ ☐ Yes ☒ No Original form route to CAO

- DMS R-2** 25-0402

25-102
- Quasi-Judicial Resolution - Approving the Vacation of a Utility Easement - Located at 1512 NW 19th Street - Dajani Family Holding, LLC. - Case No. UDP-EV24006 - (Commission District 3)
- Anyone wishing to speak must be sworn in. The Commission will announce any site visits, communications or expert opinions received and make them part of the record.
- ADOPTED**
- Yea:** 5 - Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst, Commissioner Glassman and Mayor Trantalis
- SA R-3** 25-0500

25-103
- Resolution Authorizing Execution of a Non-Exclusive Easement with the Young Men's Christian Association of South Florida, Inc. (YMCA) at Holiday Park for a Portion of 610 NE 9 Street, Fort Lauderdale, Florida 33304 - (Commission District 2)
- ADOPTED**
- Yea:** 5 - Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst, Commissioner Glassman and Mayor Trantalis
- LS R-4** 25-0499

25-104
- Resolution Approving a Sublease Agreement Between the Young Men's Christian Association of South Florida, Inc. (YMCA) and the North Broward Hospital District (Broward Health); a Recognition Agreement Between Broward Health, the YMCA, and the City of Fort Lauderdale (City); an Environmental Indemnity Agreement Between Broward Health and the City; and Authorizing the City Manager to Execute All Agreements - (Commission District 2)
- ADOPTED**
- Yea:** 5 - Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst, Commissioner Glassman and Mayor Trantalis
- SA R-5** 25-0501

25-105
- Resolution Approving a Grant Agreement Between the City of Fort Lauderdale and the Young Men's Christian Association of South Florida, Inc. (YMCA) in the Amount of Two Million Dollars (\$2,000,000), Using Land Acquisition Funds Allocated as One Million Dollars (\$1,000,000) from Commission District 1 and One Million Dollars (\$1,000,000) from Commission District 2, to Assist with the Construction Costs of a Public Pool Complex at the YMCA Facility Located at Holiday Park - (Commission District 2)
- ADOPTED**
- Yea:** 5 - Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst, Commissioner Glassman and Mayor Trantalis



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#25-0499

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Rickelle Williams, City Manager

DATE: June 17, 2025

TITLE: Resolution Approving a Sublease Agreement Between the Young Men's
Christian Association of South Florida, Inc. (YMCA) and the North Broward
Hospital District (Broward Health), and Approving a Recognition Agreement
and Environmental Indemnity Agreement Between Broward Health and the
City of Fort Lauderdale, and Authorizing the City Manager to Execute All
Agreements – **(Commission District 2)**

Recommendation

Staff recommends that the City Commission adopt a Resolution approving a sublease agreement between the YMCA and the North Broward Hospital District d/b/a Broward Health for a portion of the YMCA facility at Holiday Park; along with a Recognition Agreement and an Environmental Indemnity Agreement between Broward Health and the City of Fort Lauderdale. The Resolution will authorize the City Manager to execute all associated agreements on behalf of the City.

Background

On May 6, 2025, the City Commission adopted a Resolution declaring its intent to terminate the existing lease agreement with the YMCA, enter into a new fifty (50) year lease agreement with the YMCA for a portion of City-owned property at Holiday Park, and approve a sublease agreement between the YMCA and Broward Health. In conjunction with that action, the City must also prepare supporting agreements to protect the City's interests related to lease recognition and environmental liability.

Sublease Agreement – YMCA and Broward Health

The YMCA intends to sublease a portion of the newly leased Holiday Park facility to Broward Health for the operation of a healthcare facility. Key terms of the sublease include:

- Broward Health will operate a free-standing emergency department comprising approximately 12,000 square feet.
- An additional 2,000 square feet on the second floor will be used for a wellness center.
- Broward Health will have non-exclusive access to YMCA common areas to

- provide wellness services.
- The sublease term is thirty (30) years, with one ten-year renewal option, aligned with the primary lease term.
- Broward Health will pay annual base rent of \$892,000 to the YMCA. This rent, along with Broward Health's upfront investment, will cover all buildout, operations, and maintenance costs associated with the leased portion of the facility.

The sublease supports the YMCA's effort to deliver public-serving wellness and healthcare amenities and aligns with the public use requirements of Section 8.13 of the City Charter.

Recognition Agreement

The Recognition Agreement is intended to protect Broward Health's tenancy in the event the primary YMCA lease is terminated. The agreement confirms the City's recognition of the sublease and outlines continuity provisions, including:

- In the event the Ground Lease with the YMCA is terminated, the City will recognize the sublease with Broward Health, subject to Broward Health's compliance with its terms..
- The City acknowledges the permitted use of the subleased premises for emergency medical and related wellness services.
- The City agrees not to interfere with Broward Health's operations, provided the sublease remains in compliance.
- Broward Health will be notified of any default by the YMCA and afforded the opportunity to cure.
- Broward Health agrees to attorn to the City if the YMCA lease is terminated, ensuring uninterrupted service.
- The City assumes no liability for prior YMCA obligations or improvements and maintains all protections under Florida sovereign immunity laws.

This agreement ensures continuity of public health services while limiting the City's exposure to future liabilities.

Environmental Indemnity Agreement

The Environmental Indemnity Agreement ensures that Broward Health, as a healthcare operator, is fully responsible for all environmental compliance within its subleased premises. Key provisions include:

- Broward Health shall indemnify and defend the City against any environmental claims, damages, or expenses arising from hazardous materials or medical waste used, generated, or disposed of by Broward Health.
- The term "hazardous materials" includes medical waste and other regulated substances.
- The indemnity obligation survives the term of the lease to the extent permitted by law.

- The City retains the right to enter the property and conduct environmental testing upon notice of a violation or probable cause.
- Legal defense must be provided by counsel reasonably acceptable to the City, and no waiver of sovereign immunity is permitted.

This agreement protects the City from long-term environmental liabilities arising from healthcare-related operations at the facility.

Resource Impact

There is no fiscal impact associated with this item.

Strategic Connections

This item is a *Press Play Fort Lauderdale Strategic Plan 2024* initiative, specifically advancing:

- Internal Support Focus Area
- Goal 8: Building a leading government organization that manages all resources wisely and sustainably.
- Objective: Maintain financial integrity through sound budgeting practices, prudent fiscal management, cost effective operations, and long-term planning

This item advances the *Fast Forward Fort Lauderdale Vision Plan 2035: We are Here*.

Related CAM(s)

25-0448
25-0498
25-0500
25-0501
25-0502

Attachments

Exhibit 1 – Environmental Indemnity Agreement
Exhibit 2 – Recognition Agreement
Exhibit 3 – Resolution

Prepared by: Angela Salmon, City Manager's Office

Charter Officer: Rickelle Williams, City Manager

Environmental Indemnity Agreement

This Environmental Indemnity Agreement ("**Agreement**") is made and entered into as of the date the last party signs this Agreement, by and between NORTH BROWARD HOSPITAL DISTRICT D/B/A BROWARD HEALTH, a Florida special independent taxing district (the "**Subtenant**"), and CITY OF FORT LAUDERDALE, a Florida municipal corporation, (the "**City**" or "**Prime Landlord**").

RECITALS

WHEREAS, the City is the owner of real property located at 840 North Federal Highway, Fort Lauderdale, Florida 33304 (the "**Property**") which is currently encumbered by a Ground Lease by and between the City and YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC., a Florida not for profit corporation (the "**Sublandlord**"); and

WHEREAS, Sublandlord intends to construct a free-standing emergency facility for the benefit of Subtenant in accordance with the proposed Sublease by and between Sublandlord and Subtenant; and

WHEREAS, Subtenant may generate medical waste in the ordinary course and scope of Subtenant's activities and operations on the Property; and

WHEREAS, such medical waste may constitute "Hazardous Materials" as defined herein; and

WHEREAS, the City desires to ensure that it is indemnified and held harmless from any and all liabilities, damages, claims, costs, and expenses arising from or relating to any environmental contamination, including without limitation, medical waste, remediation, disposal, removal or cleanup activities on the Property, including but not limited to those activities and operations of the Subtenant on the Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Intentionally Omitted.**
- 2. Indemnification by Subtenant.**

The Subtenant hereby agrees to extent allowable under Florida law to indemnify, defend, and hold harmless the City, its elected officials, officers, employees, agents, and representatives (collectively, the "**Indemnified Parties**") from and against any and all claims, actions, suits, proceedings, damages, liabilities, fines, penalties, losses, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of, in connection with, or related to:

2.1. The presence, release, discharge, use, generation or storage of any Hazardous Materials (as defined below) on, under, or about the Property, solely and directly arising or resulting from Subtenant's activities or operations on the Property.

2.2. Any environmental cleanup, remediation, investigation, removal, or other response actions required by any federal, state, or local government authority or agency or by law to address

the presence or release of Hazardous Materials at, on, over, under or across the Property, solely and directly arising or resulting from Subtenant's activities or operations on the Property, including any costs incurred by the City in connection with such actions.

2.3. Any breach by the Subtenant of any environmental laws, regulations, or ordinances applicable to the environmental condition of the Property or directly arising or resulting from Subtenant's activities or operations on the Property.

2.4 Failure to obtain or provide all required or necessary inspections, investigations, applications, permits, plans, licenses, audit, reports, consent orders, and the like; and, all cleaning, detoxification, remediation, cleanup and disposal; and all tests, audit, monitoring, and reporting; and all fees, costs, assessments, fines and penalties charged by environmental agencies that are solely and directly arising or resulting from Subtenant's activities or operations on the Property.

2.5 Liability for damages resulting from the personal injury or death of any agent, licensee, guest, invitee, patient, sub-subtenant, vendor, employee or volunteer of Subtenant arising directly from the presence, release, discharge, use, generation or storage of any Hazardous Materials related to the Subtenant's activities or operations.

3. Environmental Laws

3.1 Environmental Laws. For purposes of this Agreement, "**Environmental Laws**" shall mean any and all applicable federal, state, and local statutes, regulations, ordinances, and rules governing or relating to the protection of the environment, public health, safety or relating to the protection of the environment (including soil, water and air quality) or establishing liability for the cleanup or other response to environmental contamination or for damage to any natural resource and the release or threatened release of Hazardous Materials, including but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), Emergency Planning and Community Right to Know Act, the Federal Clean Water Act and the Florida Environmental Protection Act (F.S. 403).

3.2 Hazardous Materials. "**Hazardous Materials**" means any hazardous or toxic substances, materials or wastes, including, but not limited to medical wastes and those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table, 49 CFR 172.101 or by the Environmental Protection Agency as hazardous substances, 40 CFR Part 302, as now in effect or as same may be amended from time to time, or such substances, materials and wastes which are now or hereafter become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyl, (iv) radon, (v) any substance designated as a "hazardous substance" pursuant to Sec. 311 of the Clean Water Act, 33 U.S.C. Sec. 1251, et seq. or listed pursuant to Sec. 307 of the Clean Water Act, 33 U.S.C. Sec. 1317, (vi) defined as "hazardous waste" pursuant to Sec. 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901, et seq., (vii) defined as a "hazardous substance" pursuant to Sec. 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601, et seq., or (viii) designated as a "hazardous substance" as defined in Chapter 403, Part IV, Florida Statutes, or (ix) any other similar federal, state or local regulations.

4. Duration of Indemnification

The obligations of the Subtenant under this Agreement shall continue in full force and effect and shall expire upon expiration of any applicable statute of limitation for such claim or cause of action.

5. Defense of Claims

To the maximum extent permissible by federal and state law, in the event any claim or legal action is brought or asserted against the City or any of the Indemnified Parties arising from or related to any matters covered by this Agreement, the Subtenant shall, at its expense, defend the City or such Indemnified Party(ies) with counsel reasonably acceptable to the City. The City shall have the right to participate in any such defense at Subtenant's expense. Notwithstanding the foregoing, as it relates to claims or actions in tort, nothing in this Section shall extend or modify, or be construed or interpreted as an agreement by Subtenant to extend or modify, the limits provided in § 768.28, Florida Statutes, as amended.

6. No Waiver of Sovereign Immunity

Nothing in this Agreement shall be deemed to waive, limit, or modify in any way the City's or Subtenant's sovereign immunity limitations in tort claims or actions under § 768.28, Florida Statutes, as amended, nor shall this Agreement be construed to create any third-party beneficiary rights in any person or entity not a party to this Agreement.

7. Miscellaneous

7.1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law provisions. In the event of litigation arising from this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs through the appellate level.

7.2. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, agreements, and understandings, whether oral or written.

7.3. Amendments. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and executed by both parties.

7.4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

7.5. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given when delivered personally or sent by certified mail, return receipt requested, to the addresses of the parties set forth below or such other addresses as the parties may designate in writing.

As to City:

City of Fort Lauderdale
Attn: City Manager
101 NE 3rd Avenue, Suite 2100
Fort Lauderdale, FL 33301

With copy to:

City of Fort Lauderdale
Attn: City Attorney

1 East Broward Blvd, Suite 1320
Fort Lauderdale, FL 33301

As to Subtenant:

North Broward Hospital District
d/b/a Broward Health
Attn: Real Estate
1608 SE 3rd Avenue, #507
Fort Lauderdale, FL 33316

With copy to:

North Broward Hospital District
d/b/a Broward Health
Attn: Office of the General Counsel
1800 NW 49th Street
Fort Lauderdale, FL 33309

7.6 Compliance. Subtenant shall have the absolute responsibility to ensure that all operations or activities conducted upon the Property are in compliance with all Environmental Laws and all permits, licenses and other environmental agency approvals required for any such activity conducted upon the Property. Subtenant covenants that any and all Hazardous Materials removed from the Property shall be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposition of such Hazardous Materials and wastes and only in accordance with Environmental Laws and consistent with all conditions of any and all permits, licenses and other environmental agency approvals required for such removal and transportation. Subtenant's compliance obligations are limited to its sublease premises within the Property and any other areas within the Property over which it exercises dominion, control or possession or on which it has the right to store, use or generate Hazardous Materials.

7.7 Right of Entry for Prime Landlord Tests.

(a) At any time during the term of this Agreement, Prime Landlord, may, upon reasonable prior written notice to Subtenant and Sublandlord (taking into account the potential disruption of the Subtenant's and Sublandlord's operations) enter upon the Property for the purpose of conducting environmental tests ("**Prime Landlord's Tests**") to determine the presence and/or extent of contamination by Hazardous Materials in, on, under, above, within or about the Property. Prime Landlord shall not be entitled to conduct Prime Landlord's Tests unless:

- (i) An Environmental Agency shall have issued a notice of violation with respect to the Hazardous Materials on, within, above, about or under the Property; or
- (ii) Prime Landlord has probable cause to believe that Sublandlord or Subtenant has violated Hazardous Substance Laws relating to the Sublandlord or Subtenant use of the Property.

(b) Prime Landlord Tests shall be at the sole cost and expense of Prime Landlord. The cost and expenses relating to the Prime Landlord's Tests shall not be included in the scope of any indemnification set forth in this Agreement, unless Prime Landlord's Tests reveal the presence of Hazardous Materials at levels that are in violation of the Environmental Laws.

7.8 Independent Covenant. Both parties acknowledge and agree the obligations under this Agreement are separate and independent from any other obligations either party may owe to the other party under any other Agreement, including, without limitation, any Recognition Agreements.

IN WITNESS WHEREOF, the parties hereto have executed this Environmental Indemnity Agreement as of the dates set forth below.

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida

By: Rickelle Williams

Name: Rickelle Williams

Title: City Manager

Date: 6/26/25

ATTEST:

By: David R. Soloman

Name: David R. Soloman

Title: City Clerk, Deputy

Approved as to form and correctness:

D'Wayne M. Spence, Interim City Attorney

Lynn Solomon, Asst. City Attorney



**NORTH BROWARD HOSPITAL DISTRICT
D/B/A BROWARD HEALTH**, a Florida independent special taxing district

By: _____

Printed Name: _____

Its: _____

Date: _____

RECOGNITION AGREEMENT

THIS **RECOGNITION AGREEMENT** ("Agreement") is executed as of the date of the last signature of the Parties to this Agreement, by and among **CITY OF FORT LAUDERDALE**, a municipal corporation of the State of Florida ("Prime Landlord" or "City"), **YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC.**, a Florida not for profit corporation ("Sublandlord"), and **NORTH BROWARD HOSPITAL DISTRICT D/B/A BROWARD HEALTH**, a Florida special independent taxing district ("Subtenant") (Prime Landlord, Sublandlord, and Subtenant may be individually referred to as a "Party" and collectively as the "Parties"), to be effective as of date of the last signature of the Parties to this Recognition Agreement, with reference to the following facts, which provisions constitute the basis for and are a part of this Agreement:

WHEREAS, Prime Landlord and Sublandlord entered into a lease agreement dated November 14, 2016, extending through October 17, 2066, as amended by letter agreements dated June 4, 2018, June 22, 2021, and July 1, 2021 (collectively, the "Prime Lease"), concerning the property located at 840 N. Federal Highway, Fort Lauderdale, FL 33304, as described in the Prime Lease (the "Prime Lease Premises").

WHEREAS, the Fort Lauderdale City Commission on June 17, 2025, approved entering into a new prime lease relating to the Prime Lease Premises (the "New Prime Lease Premises") between Prime Landlord and Sublandlord, which superseded and replaced the Prime Lease (the "New Prime Lease").

WHEREAS, Sublandlord and Subtenant have entered into a lease agreement attached hereto as Attachment A (the "Sublease") pursuant to which Subtenant is to sublet from Sublandlord a portion of the New Prime Lease Premises described in the Sublease (the "Subleased Premises").

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The foregoing recitals are true and correct in all respects and are incorporated herein by reference.
2. **Authority**. All the Parties represent and warrant that all steps, acts, and conditions required to be done by such Party as a condition precedent to the authorization of this Agreement have been done, and that each Party is authorized and empowered to enter into this Agreement and bind the Parties thereto.
3. **Consents**. The following shall constitute the written approval and consent of Prime Landlord as required under the New Prime Lease: (a) pursuant to Section 10.1.1 of the New Prime Lease, Prime Landlord consents to the subletting of the Subleased Premises by Sublandlord to

Subtenant on the terms and conditions set forth herein and on the terms and conditions set forth in the Sublease; (b) Prime Landlord consents to the Subtenant's use of the Subleased Premises for its health care operations including, without limitation, the operation of a free-standing emergency department, and such use shall hereinafter be deemed a "Permitted Use" under Section 4.1 of the New Prime Lease; (c) Prime Landlord consents to the construction of the Subleased Premises for the Subtenant's use to the extent that the construction of the Subleased Premises is included in New Prime Lease Premises' approved Site Plan described in Section 4.4 of the New Prime Lease; and (d) as required under Section 5.2 of the New Prime Lease, Prime Landlord consents to Subtenant's use and storage in and on the Subleased Premises of medical waste created in the ordinary course of Subtenant's business which may meet the definition of a "Hazardous Substance" under Section 5.1 of the New Prime Lease provided Subtenant enter into an Environmental Indemnity Agreement in form and content acceptable to the Prime Landlord prior to Subtenant taking possession of the Subleased Premises.

4. **Representations and Warranties.** The Prime Landlord hereby represents and warrants to Subtenant that: (a) the Sublease and Subtenant's use of the Subleased Premises was determined by the City Commission as consistent with the spirit and intent of Section 8.13 of the Prime Landlord's City Charter; (b) the individuals approving the Sublease and consenting on behalf of the Prime Landlord to the items in Section 3 of this Agreement have full authority to do so; (c) the Prime Landlord shall not, whether in the exercise of any of its rights under the New Prime Lease or otherwise, disturb, diminish, or interfere with Subtenant's tenancy, possession, or right to enjoy and remain in possession of the Subleased Premises, or deprive Subtenant of any right or privilege granted to or inuring to the benefit of Subtenant under the Sublease provided Subtenant complies with the terms, conditions, duties and obligations of the Sublease and complies with the applicable terms and conditions of the New Prime Lease as it relates to the Subleased Premises and to the extent permitted under Florida law as applied to special districts; and (d) in connection with any effort made by Prime Landlord to terminate the New Prime Lease, Prime Landlord shall not make Subtenant a party in any removal or eviction proceeding, Prime Landlord shall not evict or remove Subtenant from the Subleased Premises, and the Sublease and Subtenant's rights under the Sublease shall continue in full force and effect with Prime Landlord recognizing the validity of the Sublease provided the Subtenant is in compliance with the Sublease.

5. **Notice and Remedy of Sublandlord Default.** In the event that Prime Landlord sends any notice of default to Sublandlord relating to the New Prime Lease, Prime Landlord shall simultaneously, in the manner for providing notice herein, send a copy of such notice to Subtenant. Subtenant shall have the right (but not the obligation) to remedy or cause to be remedied any default which is the basis of a notice to Sublandlord under the New Prime Lease so long as such remedy is completed within any notice, grace, or cure period provided under the New Prime Lease, and Prime Landlord shall accept performance by Subtenant as performance by Sublandlord.

6. **Recognition, Substitution, Direct Lease, and Attornment.** Notwithstanding anything to the contrary contained in the New Prime Lease, in the event of (a) termination or cancellation of

the New Prime Lease for any reason, (b) the surrender of the New Prime Lease, whether voluntary, involuntary or by operation of law, or (c) the rejection of the New Prime Lease in any bankruptcy proceeding, Prime Landlord shall recognize and keep the Sublease, and the Sublease shall thereafter continue in full force and effect and become a direct lease between Prime Landlord and Subtenant, without the necessity of executing a new lease. In such event, Prime Landlord shall succeed to the interest of Sublandlord and be substituted in place of Sublandlord under the Sublease, Subtenant shall attorn to Prime Landlord, and Prime Landlord shall recognize Subtenant as its tenant pursuant to and under the Sublease and shall succeed to the rights and duties of Sublandlord under the Sublease (subject to the terms of this Agreement), in each case to be effective and self-operative without the execution of any further instruments. Except as provided herein, Subtenant and Prime Landlord shall be bound to each other under all of the terms, covenants, and conditions of the Sublease and Prime Landlord shall provide a copy of this Agreement to any purchaser, assignee, or transferee of Prime Landlord's interest in the New Prime Lease Premises and ensure such purchaser, assignee, or transferee is bound by the terms of this Agreement. Notwithstanding in no event may the term of the Sublease extend beyond the term of the New Prime Lease had the New Prime Lease not been terminated, cancelled, or rejected in a Bankruptcy proceeding.

7. **Attornment/Remedies.** Should Prime Landlord, or its successor or assigns, succeed to the interest of Sublandlord under the Sublease, Prime Landlord, or its successors or assigns, agree to give Subtenant written notice that it has succeeded to the interest of Sublandlord under the Sublease; provided, however, until Subtenant receives such written notice, Subtenant may continue to pay rent, additional rent, or other sums due under the Sublease, and shall comply with the terms, covenants, or conditions of the Sublease. If Prime Landlord, or its successors and assigns, shall succeed to the interest of Sublandlord under the Sublease, Prime Landlord, or its successors and assigns, subject to the limitations and exclusions set forth herein, shall be bound to Subtenant under all of the terms, covenants, and conditions of the Sublease, and Subtenant shall, from and after such succession by Prime Landlord to the interest of Sublandlord under the Sublease, subject to the exclusions and limitations set forth herein, have the same remedies against Prime Landlord, or its successors and assigns, for the breach of any agreement, obligation, covenant, or duty contained in the Sublease that Subtenant might have had under the Sublease against Sublandlord, as if Prime Landlord had been the original sublessor under the Sublease.

(a) **Prime Landlord.** Notwithstanding, Prime Landlord, or its successors and assigns, shall not be:

- bound by any rent which Subtenant might have paid for more than the current month, prepaid or advance rent or any security deposit paid to the Sublandlord or any rent abatement or waiver of payment of rent by Sublandlord or any funds paid by Subtenant to or on behalf of Sublandlord for improvements to the Subleased Premises or New Prime Lease Premises;

- bound by any obligation on the part of the Sublandlord to complete capital improvements or Sublandlord improvements including matters described in the Sublease or to provide funds for tenant allowance for improvements;
- bound by any provision that allows for attachment of the interest of the Prime Landlord in the New Prime Lease Premises or Sublease Premises, it being understood that property owned by a municipality cannot be attached or a lien placed thereon;
- be liable for any indemnity made by Sublandlord including without limitation any hazardous and toxic substances and materials;
- liable for any indemnities of the Sublandlord under the Sublease which indemnities occurred prior to the date Prime Landlord succeeded to the interest of Sublandlord under the Sublease; provided, however, that except as otherwise expressly provided in this Agreement, Prime Landlord shall be obligated for all indemnity obligations, subject to the limitations and exclusions set forth herein, of the Sublandlord under the Sublease to be performed from and after the date the New Prime Lease was terminated and Prime Landlord succeeded to the interest of Sublandlord under the Sublease;
- bound by any waiver of its sovereign immunity, it being agreed by Subtenant that Prime Landlord retains or is covered by said immunity to the full extent provided by applicable law;
- liable for any act or omission of Sublandlord (or its members, vendors officers, managers, employees, licensees, invitees, contractors, or agents) that occurred prior to the date of default under the New Prime Lease (and additionally, Subtenant agrees that any such act or omission is not a defense or excuse to Subtenant's continued performance under the Sublease); provided, however, that except as to the limitations and exclusions expressly provided in this Agreement, Prime Landlord shall be obligated for all obligations of the Sublandlord under the Sublease to be performed from and after the date the New Prime Lease was terminated and Prime Landlord succeeded to the interest of Sublandlord under the Sublease;
- liable for Sublandlord's breach of any agreement or covenant or duty contained in the Sublease which occurred prior to the date of default under the New Prime Lease and the Prime Landlord succeeded to the interest of the Sublandlord (and additionally, Subtenant agrees that no such breach is a defense or excuse to its continued performance under the Sublease); provided, however, that except as otherwise expressly provided in this Agreement, Prime Landlord shall be obligated for all obligations of the Sublandlord under the Sublease to be performed from and after the date the New Prime Lease was terminated and Prime Landlord succeeded to the interest of Sublandlord under the Sublease;
- liable to either party, including any investors or REITS for violation of any state, federal, or local tax laws;

- liable or bound by any obligation, including any guaranty of Sublandlord's work or builder's risk, liability, payment and performance bonds or other insurance related to construction of the improvements, to construct any improvements for the benefit of the Subtenant including without limitation, the Grey Shell or Interior Buildout, Punch List items, or Wellness Premises, within the Subleased Premises or the New Prime Lease Premises;
- bound by any obligation to provide an accounting or reimburse for Grey Shell Costs or Interior Buildout Costs;
- bound by the obligation to secure zoning and governmental approvals as set forth in Section 6(b) of the Sublease ;
- bound by the obligation under Section 6(d) of the Sublease;
- bound by any liability for or indemnity related to violation of HIPAA, regulations promulgated or enforced by OFAC, the Omnibus Reconciliation Act of 1980, the Stark Law, the Anti-Kickback Statute, or any other Applicable Health Care Laws or federal laws regulating the activities, conflicts of interest, and operations of Subtenant unless such liability is directly related to the intentional acts or omissions of the Prime Landlord; or
- liable for special or punitive damages for a breach of the Sublease.

(b) Subtenant. Further notwithstanding, Subtenant shall not be:

- bound by any rent which Sublandlord might have not paid or owed to Prime Landlord under the terms of the New Prime Lease;
- bound by any obligation on the part of the Sublandlord to Prime Landlord under the New Prime Lease that Subtenant has not expressly agreed to;
- bound by any provision that allows for attachment of the interest of the Subtenant in any real or personal property, it being understood that property owned by a special district cannot be attached or a lien placed thereon;
- bound by the obligations under Section 2.4, 2.6, Article 3, Section 5.10, or Article 9 of the New Prime Lease;
- bound by the obligation under Section 6(d) of the Sublease;
- be liable for any rents, liabilities, or obligations of the New Prime Lease , except that Subtenant shall be obligated to pay any and all rent and monetary obligations under the Sublease as it relates to the Subleased Premises;
- be liable for any indemnities of Sublandlord under the New Prime Lease or for any indemnity or liability obligation that waives Subtenant's entitlement to sovereign immunity or otherwise extends Subtenant's liability beyond the limits provided in § 768.28, Fla. Stat., it being

agreed that Subtenant retains or is covered by sovereign immunity to the fullest extent provided by applicable law;

- liable for any act or omission of Sublandlord (or its members, officers, managers, employees, contractors, or agents) which arose prior to the date of Sublandlord's default under the New Prime Lease;
- liable for Sublandlord's breach of any agreement or covenant or duty contained in the New Prime Lease;
- liable to any party, including any investors or REITS for violation of any state, federal, or local tax laws;
- liable for any damages at law or equity or for any conditions under the New Prime Lease which Subtenant cannot agree to as a special district under Florida law; or
- liable for special or punitive damages for a breach of the Sublease.

8. **Notice**. Any notice, demand, request, or other communication required or permitted pursuant to this Agreement shall be in writing and shall be sent by registered or certified mail by depositing the same in the United States Mail, postage prepaid, return receipt requested, or by hand delivery or overnight courier, addressed to the Party at the address set forth below, or at such other address or addresses and to such other person or firm as the Parties may from time to time designate by notice as herein provided. All such notices, demands, requests, or other communications shall be deemed to have been given or served for all purposes hereunder (a) forty-eight (48) hours after the time that such notice is deposited in the United States Mail if sent by registered or certified mail; (b) on the date given if delivered via hand delivery; or (c) if sent by overnight courier, twenty-four (24) hours after the time such notice is provided to the overnight courier.

As to Prime Landlord: City of Fort Lauderdale
Attn: City Manager
101 NE 3rd Avenue, Suite 2100
Fort Lauderdale, FL 33301

With copy to: City of Fort Lauderdale
Attn: City Attorney
1 East Broward Blvd, Suite 1320
Fort Lauderdale, FL 33301

As to Sublandlord: Young Men's Christian Association of South Florida
Attn: Sheryl Woods
900 SE 3rd Avenue
Fort Lauderdale, FL 33316

With copy to: Shutts & Bowen LLP
Attn: Brendan Aloysius Barry, Esq.
201 East Las Olas Boulevard, Suite 2200

Fort Lauderdale, FL 33301

As to Subtenant:

North Broward Hospital District
d/b/a Broward Health
Attn: Real Estate
1608 SE 3rd Avenue, #507
Fort Lauderdale, FL 33316

With copy to:

North Broward Hospital District
d/b/a Broward Health
Attn: Office of the General Counsel
1800 NW 49th Street
Fort Lauderdale, FL 33309

9. **Miscellaneous.** The Parties agree as follows: (a) provided Prime Landlord has not exercised its right to terminate or cancel the New Prime Lease or the New Prime Lease has been rejected in Bankruptcy proceeding, the New Prime Lease shall remain in full force and effect; (b) the Sublease shall be subject to the provisions of the New Prime Lease as it relates to the Subleased Premises except to the extent that the Subtenant may not permissibly agree to such provisions because of Subtenant's status as a political subdivision of Florida; (c) this Agreement constitutes the entire agreement between Prime Landlord and Subtenant concerning the Sublease; (d) this Agreement shall be construed and enforced in accordance with the provisions of the laws of the State of Florida; (e) this Agreement shall be binding upon and inure to the benefit of the Parties' respective successors and assigns, and it being expressly understood that all references herein to Prime Landlord shall be deemed to include any subsequent Prime Landlord; (f) this Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument; (g) the headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement; (h) an executed copy of this Agreement transmitted by email or by electronic signature in conformity with Florida law shall be binding; and (i) the Parties consent to the use of any third-party electronic signature providers in conformance with the foregoing laws.

10. **Recognition Agreement for Construction/Permanent Lender.** In the event the lender for the Sublandlord requires the Prime Landlord to execute a Recognition Agreement or a Subordination, Non-Disturbance, and Attornment Agreement, if necessary, the Parties agree to work together in good faith to amend this Agreement to comply with the obligations under the Recognition and/or Subordination, Non-Disturbance, and Attornment Agreement required by such lender.

11. **Non-pledge of General Fund Revenue.** In the event the Prime Landlord terminates the New Prime Lease and assumes the obligation under the Sublease, nothing herein shall be deemed an obligation of the Prime Landlord to use its general fund or restricted funds to satisfy its obligations under the Sublease; it being the intent of the Parties that the revenue from the Sublease shall be sufficient to cover the maintenance, insurance, and other obligations, including without

limitation, the Comprehensive Programs obligations and compliance with Applicable Health Care Laws under the Sublease. Further, in the event the Prime Landlord terminates the New Prime Lease and assumes the obligation under the Sublease, nothing herein shall be deemed an obligation of the Subtenant to use its general fund or restricted funds to satisfy any obligations under the New Prime Lease; it being the intent of the Parties that the Rent paid by Subtenant under the Sublease shall be sufficient to cover the maintenance, insurance, upkeep, and other obligations of the Prime Landlord under the New Prime Lease, including without limitation, those related to the New Prime Lease Premises.

12. **No Environmental Representation.** Given that Prime Landlord has not conducted its own independent analysis or investigation, Prime Landlord shall not be deemed to make any representations or warranties regarding the presence of Hazardous Materials, Substances, or Waste on the New Prime Lease Premises or Subleased Premises and Section 5.10 of the New Prime Lease shall not be applicable between Prime Landlord and Subtenant.

13. **Signage.** Notwithstanding Section 9 and Exhibit G to the Sublease, Subtenant shall be permitted to erect such signage, logos, or symbols in on or about the New Subleased Premises and the building of the Subleased Premises in accordance with applicable rules, regulations and ordinances governing signage by applicable governing authorities; provided, however, that the Prime Landlord reserves the right to disapprove and/or remove any signage, symbol or logo which the City Commission reasonably finds is offensive, or reflects negatively on the City's image or reputation. Notwithstanding, prior to any disapproval or removal of such signage, logos, or symbols, the Parties agree to work together in good faith to resolve any issues deemed offensive or negative in nature.

14. **Government in the Sunshine.** The Parties recognize that the Prime Landlord and Subtenant are subject to § 286.011, Florida Statutes (Florida's Government in the Sunshine Law), and Chapter 119 of the Florida Statutes (Florida's Public Records Laws). Accordingly, any and all confidentiality provisions of the Sublease shall comply with such laws, and unless an exemption from disclosure exists, records may be released pursuant to a public records request and neither Party may be held liable for any records disclosed as required by law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto, intending to be bound, have executed this Recognition Agreement effective as of date of the last signature of the Parties below.

PRIME LANDLORD:

CITY OF FORT LAUDERDALE, a
municipal corporation of the State of Florida

By: *Rickelle Williams*
Rickelle Williams, City Manager

Date: 6/26/25

SUBTENANT:

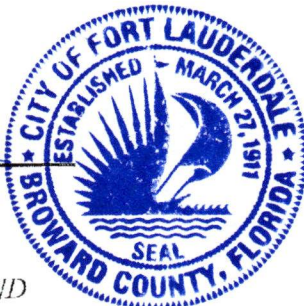
**NORTH BROWARD HOSPITAL
DISTRICT D/B/A BROWARD HEALTH**, a
Florida special independent taxing district

By: _____
Alisa Bert, Interim Chief Financial Officer

Date: _____

Attest:

David R. Soloman
David R. Soloman, City Clerk



APPROVED AS TO FORM AND
CORRECTNESS:

D'Wayne M. Spence, Interim City Attorney

By: _____
Lynn Solomon, Assistant City Attorney

Date: 6/24/2025

SUBLANDLORD:

**YOUNG MEN'S CHRISTIAN
ASSOCIATION OF SOUTH FLORIDA,
INC.**, a Florida not for profit corporation

By: *Sheryl A. Woods*
Sheryl A. Woods, President and CEO

Date: 6-4-25

Attachment A

Sublease

SUMMARY SHEET TO LEASE AGREEMENT

Basic Lease Provisions

The following are certain basic lease provisions which are part of, incorporated into, and, in certain instances, referred to in the attached Lease Agreement. In the event of any discrepancy between the terms of this Summary Sheet to the Lease Agreement (this "Summary Sheet") and the terms of the Lease Agreement, the terms of the Lease Agreement shall control.

Except to the extent that this Lease otherwise expressly provides or permits, Tenant shall be solely responsible for the payment of all Grey Shell Costs and all Interior Buildout Costs and Tenant shall, during the Term, be solely responsible to keep and maintain the FSED Premises in good order, condition, and repair. Tenant's obligation to maintain the FSED Premises includes an obligation to make all repairs that the FSED Premises (including plumbing, heating, air conditioning, ventilating, electrical, lighting, fixtures, walls, structure, building systems, ceilings, floors, windows, doors, plate glass, skylights, and signs located in, on or at the FSED Premises), whether structural or nonstructural, foreseen or unforeseen, capital or operating.

1. Effective Date of Lease: January 31, 2025
2. Landlord: Young Men's Christian Association of South Florida, Inc.
3. Tenant: North Broward Hospital District
d/b/a Broward Health
4. Common Address: Holiday Park YMCA
840 N. Federal Highway
Fort Lauderdale, FL 33304
5. Development Time Line:
 - (A) Prime Landlord Approval Deadline: 365 calendar days after the Effective Date of Lease – the date by which the Prime Landlord consents to this Lease and executes the Recognition Agreement on **Exhibit L**.
 - (B) Construction Financing Deadline: November 15, 2024 – the date by which the Landlord receives a commitment(s) from financing sources necessary, in Landlord's opinion, to complete the Building.
 - (C) Development Approval Deadline: August 1, 2025 – the date by which the Landlord receives all zoning and governmental approvals necessary to start construction of the Building, exclusive of the actual building permit(s).

(D) Grey Shell Deadline:

May 1, 2026 - the date on which the Grey Shell described on Exhibit D-1 is substantially completed in accordance with the Grey Shell Plans, as determined by Landlord's construction consultant or Landlord's general contractor. Achieving the Grey Shell Deadline is not dependent on any governmental agency issuing certificates of occupancy for the Premises.

(E) Grey Shell Reimbursement:

The \$3,500,000 to be paid by Tenant to Landlord in accordance with Section 5(b) below. The above \$3,500,000 figure is an estimate agreed to by the Landlord and Tenant as of the date of this Lease but the Grey Shell Costs (the actual amount of the Grey Shell) shall be determined by Landlord and Tenant in accordance with Section 5(b) after the plans, specifications, budgets, and construction contracts related to the Grey Shell are finalized. Landlord and Tenant shall execute a letter, substantially in the form attached hereto as Exhibit D-2, confirming the Grey Shell Costs, exclusive of Change Orders, pursuant to Section 5(b).

(F) Possession Date:

The date which is thirty (30) days following the issuance of the temporary certificate of occupancy and which the Interior Buildout described on Exhibit E-1 is Substantially Completed (as defined herein) in accordance with Interior Buildout Plans, as reasonably determined by Landlord's construction consultant or Landlord's general contractor, and following the walk-through and creation of the Punch List as provided in Section 5(f).

(G) Interior Buildout Reimbursement:

\$10,500,000 to be paid by Tenant to Landlord in accordance with Section 5(d) below. The above \$10,500,000 figure is an estimate agreed to by the Landlord and Tenant as of the date of this Lease but the Interior Buildout Costs (the actual amount of the Interior Buildout) shall be determined by Landlord and Tenant in accordance with Section 5(d) after the plans, specifications, budgets, and construction contracts related to the Interior Buildout are finalized. Landlord and Tenant shall execute a letter, substantially in the form attached hereto as Exhibit E-2, confirming the Interior

Buildout Costs, exclusive of Change Orders,
pursuant to Section 5(d).

(I) Rent Commencement Date:

The Possession Date.

7. Expiration Date:

Three hundred sixty (360) months from Rent
Commencement Date

8. Base Rent:

\$892,000.00 per annum plus Florida sales tax

10. Rentable Square Footage of FSED Premises: +/- 12,000 SF

11. Rentable Square Footage of Wellness Premises: +/- 2,000 SF

12. Rentable Square Footage of Building: +/- 60,000 SF

14. Security Deposit: N/A

15. Tenant's Address for Notices:

NORTH BROWARD HOSPITAL DISTRICT
D/B/A BROWARD HEALTH
1608 SE 3rd Avenue, #507
Fort Lauderdale, FL 33316
Attn: Real Estate

With copy to:

NORTH BROWARD HOSPITAL DISTRICT
D/B/A BROWARD HEALTH
1800 NW 49th Street
Fort Lauderdale, FL 33309
Attn: Office of the General Counsel

16. Landlord's Address for Notices:

YOUNG MEN'S CHRISTIAN
ASSOCIATION OF SOUTH
FLORIDA, INC.
900 SE 3rd Avenue
Fort Lauderdale, FL 33316
(954) 334-9622
Attn: Chief Executive Officer

With copy to:

SHUTTS & BOWEN LLP
201 East Las Olas Boulevard
Suite 2200
Fort Lauderdale, FL 33301
Attn: Brendan Aloysius Barry

17. Landlord's Address for Rent Payments:

YOUNG MEN'S CHRISTIAN
ASSOCIATION OF SOUTH
FLORIDA, INC.
900 SE 3rd Ave
Fort Lauderdale, FL 33316
(954)334-9622
Attn: Chief Financial Officer

18. Renewal Option:

Pursuant to Section 2(c) and (d).

19. Sublease:

Landlord is the Tenant under that certain Lease Agreement with the City of Fort Lauderdale (the "Prime Landlord") dated as of November 13, 2016, as amended by letter agreement dated June 4, 2018, and as further amended by letter agreement dated June 22, 2021 (collectively, the "Prime Lease").

TABLE OF CONTENTS

LEASE AGREEMENT	7
1. Lease of Premises.....	7
2. Term.....	8
3. Rent.....	9
4. Common Area Maintenance.....	10
5. Grey Shell and Interior Buildout of Premises.....	12
6. Use of Property.....	17
7. Repairs and Maintenance.....	18
8. Utilities and Services.....	20
9. Signs.....	21
10. Alterations or Improvements; Antenna.....	21
11. Damage and Destruction.....	22
12. Eminent Domain.....	22
13. Assignment and Subletting.....	23
14. Subordination and Attornment.....	24
15. Tenant's Default.....	24
16. Default by Landlord and Remedies of Tenant.....	26
17. Nonwaiver of Default.....	27
18. Notices.....	27
19. Landlord's Insurance.....	27
20. Tenant's Insurance.....	28
21. Mutual Waiver of Subrogation.....	29
22. Indemnification.....	29
23. Hazardous Materials.....	30
24. Additional Requirements.....	31
25. Operations and Programming.....	34
26. Compliance with Prime Lease.....	35
27. Development Deadlines and Early Termination of Lease.....	38
28. Miscellaneous Provisions.....	38

LIST OF EXHIBITS

EXHIBIT A-1	LEGAL DESCRIPTION OF LAND
EXHIBIT A-2	SITE PLAN OF THE PROPERTY
EXHIBIT B-1	DEPICTION OF FSED PREMISES
EXHIBIT B-2	DEPICTION OF WELLNESS PREMISES
EXHIBIT B-3	DEPICTION OF COMMON AREAS
EXHIBIT C	ADDENDUM TO LEASE AGREEMENT
EXHIBIT D-1	GREY SHELL
EXHIBIT D-2	GREY SHELL COSTS ACKNOWLEDGEMENT
EXHIBIT E-1	INTERIOR BUILDOUT
EXHIBIT E-2	INTERIOR BUILDOUT COSTS ACKNOWLEDGEMENT
EXHIBIT F	RULES AND REGULATIONS
EXHIBIT G	TENANT'S APPROVED SIGNAGE
EXHIBIT H	FORM OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
EXHIBIT I	DISCLOSURE OF PHYSICIAN AND PHYSICIAN IMMEDIATE FAMILY MEMBER INTERESTS
EXHIBIT J	FORM OF TENANT ESTOPPEL CERTIFICATE
EXHIBIT K	FORM OF MEMORANDUM OF LEASE
EXHIBIT L	RECOGNITION AGREEMENT
EXHIBIT M	FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)
EXHIBIT N	HUMAN TRAFFICKING ATTESTATION

LEASE AGREEMENT

This LEASE AGREEMENT (the "**Lease**") is made and entered into as of January 31, 2025 (the "**Effective Date**"), by and between **YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC.**, a Florida not for profit corporation, whose address is 900 SE 3rd Avenue, Fort Lauderdale, FL 33316 ("**Landlord**"), and **NORTH BROWARD HOSPITAL DISTRICT D/B/A BROWARD HEALTH**, a Florida special independent taxing district, whose principal place of business is located at 1800 NW 49th Street, Fort Lauderdale, FL 33309 ("**Tenant**").

1. Lease of Premises.

(a) Free Standing Emergency Department Premises. Upon the terms and conditions hereinafter contained, of the total approximately +/- 60,000 rentable square foot building (the "**Building**"), having a common street address of 840 North Federal Highway, Fort Lauderdale, FL 33304, located on the approximate 3.40 acre parcel(s) of land (the "**Land**") identified on Exhibit A-1 attached hereto and incorporated herein by reference, Landlord leases to Tenant and Tenant leases from Landlord the that certain standalone portion of the Building containing approximately +/- 12,000 rentable square feet to operate a free standing emergency department (the "**FSED Premises**"). The Building, Common Areas (defined below), and the Land are sometimes referred to herein together as the "**Property**." A site plan of the Property is depicted on Exhibit A-2 attached hereto and incorporated herein by reference. The FSED Premises are a standalone structure depicted on Exhibit B-1 attached hereto and incorporated herein by reference. The rentable square footage of the FSED Premises and Building shall be determined pursuant to currently published Building Owners and Managers Association Standard Methods of Measurement ("**BOMA Standards**"), and Tenant has the right to re-measure to confirm that the rentable square footage set forth above is accurate. If the rentable square footage of the FSED Premises is determined to be less than the approximate rentable square footage identified above, then the Rent (defined below) shall be adjusted accordingly.

(b) Dedicated Wellness Premises. Upon the terms and conditions hereinafter contained, Landlord also leases to Tenant and Tenant leases from Landlord that certain approximately +/- 2,000 rentable square foot premises on the second floor of the Building (the "**Wellness Premises**"). The Wellness Premises are depicted on Exhibit B-2 attached hereto and incorporated herein by reference. The rentable square footage of the Wellness Premises shall be determined pursuant to BOMA Standards, and Tenant has the right to re-measure to confirm that both the rentable square footage set forth above is accurate. If the rentable square footage of the Wellness Premises is determined to be less than the approximate rentable square footage identified above, then Rent (defined below) shall be adjusted accordingly. The terms FSED Premises and Wellness Premises are sometimes collectively referred in this Lease as the "**Premises**".

(c) Shared Use of Wellness Floor. Tenant shall have non-exclusive use and access to the Landlord's approximate +/- 12,000 square foot wellness floor, the pool, and the locker rooms for patient rehab use.

(d) Common Areas. The areas for common use outside of the Building, including, without limitation, the parking areas, driveways, sidewalks and landscaped areas, shall be defined as the "**Common Areas**." The Common Areas are depicted on Exhibit B-3 attached

hereto and incorporated herein by reference. Tenant, its agents, employees, patients, and invitees shall have the non-exclusive right to use the Common Areas and the other facilities of the Property designed for common use including, without limitation, the parking areas, driveways, sidewalks and landscaped areas, entrances and exits, hallways, stairwells, elevators, waiting areas, and public rest rooms, all of which are outside of the FSED Premises, in common with Landlord and the other tenants and occupants of the Building, their agents, employees, patients, and invitees. Landlord shall not change the Building or the Common Areas without the prior written consent of Tenant, which consent shall not be unreasonably withheld or delayed. For access and use of the FSED Premises, Tenant's use of the Common Areas shall be on a seven days per week, 24 hours per day basis, including all holidays. For any other portion of the Property excluding the FSED Premises, Tenant's use of the Common Areas shall be during the Landlord's normal business hours. Subject to holidays, these normal business hours shall not be less than 90 hours per week and are currently 6am to 9pm Monday through Friday and 8am to 4pm on Saturdays and Sundays.

(e) Relocation. Landlord may not relocate Tenant from the FSED Premises or the Wellness Premises to any other location, without Tenant's consent, the giving of which consent shall be in the sole discretion of Tenant. Landlord shall provide Tenant at least thirty (30) days to respond to Landlord's request for relocation of the Wellness Premises. To the extent that the 30-day time elapses and Tenant does not respond to Landlord's request for relocation, such non-response shall be deemed non-approval to relocate the Wellness Premises. Further, to the extent Tenant consents to relocation of the Wellness Premises, such relocation shall be substantially similar to the size and Interior Buildout of the Wellness Premises. The Parties agree that the Rent shall be adjusted to compensate for any difference in size between the current Wellness Premises and any relocated Wellness Premises.

2. Term.

(a) Lease Term. The term of the Lease (the "**Lease Term**") shall commence on the Possession Date and shall end ("**Expiration Date**") three hundred sixty (360) months following the Rent Commencement Date, as may be extended or sooner terminated as provided herein. On or before the Possession Date, Landlord and Tenant shall mutually execute a letter, substantially in the form attached hereto as Exhibit C, confirming the Possession Date, Rent Commencement Date, and Expiration Date of this Lease, and any modifications to Base Rent, parking space designation pursuant to Section 6(f), and Tenant's Proportionate Share pursuant to Section 4(d).

(b) Lease Year. A "**Lease Year**" means, with respect to the first Lease Year, the period commencing on the Possession Date and ending (i) if the Rent Commencement Date is the first day of a month, then on the day preceding the first anniversary of the Rent Commencement Date, and (ii) if the Rent Commencement Date is not the first day of a month, then on the last day of the month in which the first anniversary of the Rent Commencement Date occurs. Each subsequent Lease Year shall begin on the day following the day that the prior Lease Year expired, and shall end on the anniversary of the prior Lease Year's expiration date.

(c) Renewal Term. Tenant shall have the option to extend the Lease Term for either (i) one (1) additional ten (10) year term or (ii) one (1) additional term that shall terminate on the earlier of October 17, 2067, or the termination or expiration of the Prime Lease (the "**Renewal Term**"), upon the existing terms and conditions of this Lease, except for Base Rent. To exercise the Renewal Term, Tenant shall give notice to Landlord in writing not less than one hundred eighty

(180) days prior to the expiration of the Lease. During the Renewal Term, the defined term "Base Rent" shall be \$1.00 per annum and the Tenant shall continue to pay to Landlord said new Base Rent plus all other additional Rent including, without limitation, Tenant's Proportionate Share of CAM (as defined in Section 4(d) below) and all other additional rent expressly payable under this Lease. To the extent Landlord terminates or chooses not to renew the Prime Lease, Tenant may negotiate continued occupancy of the Premises and/or any other portions of the Building with the Prime Landlord on such mutual terms and conditions as the parties may agree.

(d) Possible Extension Beyond the Renewal Term. Should Tenant wish to continue to occupy the Premises beyond the expiration of the Renewal Term, Tenant shall give notice to Landlord in writing not less than one hundred eighty (180) days prior to the expiration of the Renewal Term of Tenant's intention to renew the Lease. Thereafter, the Landlord and Tenant shall, in good faith, attempt to negotiate further additional ten (10) year extension terms of the Lease not to extend beyond the termination or expiration of the Prime Lease on such terms (including, without limitation, adjustments to Base Rent) and other conditions as the parties may then desire. To the extent Landlord terminates or chooses not to renew the Prime Lease, Tenant may negotiate continued occupancy of the Premises and/or any other portions of the Building with the Prime Landlord on such mutual terms and conditions as the parties may agree.

3. Rent.

(a) Base Rent. Tenant agrees to pay Landlord, beginning on the Rent Commencement Date and for the remainder of the Lease Term, base rent of \$892,000.00 per annum plus any legally required Florida sales tax, unless Tenant is otherwise exempt from such tax ("Base Rent"), for the Premises payable in twelve (12) equal monthly installments. Each monthly installment of Base Rent shall be due on the first day of each month of the Lease Term and shall be paid consistent with Section 3(c) below. If the Rent Commencement Date is other than the first day of a calendar month, or if the date of termination is other than the last day of a calendar month, Base Rent shall be prorated for such month.

(b) Additional Rent. Base Rent, Tenant's Proportionate Share of CAM (as defined in Section 4(d) below), and all additional rent expressly payable under this Lease, if any, shall be referred to herein collectively as "Rent."

(c) Rent Payments. All such Rent shall be payable to Landlord at its address as specified in the Summary Sheet, unless Landlord directs otherwise by notice to Tenant. Any Rent not paid within forty-five (45) days after its due date shall thereafter bear interest, until paid, at the Default Rate (defined below).

(d) Security Deposit. Tenant shall not be required to pay or maintain any form of security deposit with respect to the Premises or this Lease.

(e) Sales and Use Tax. Tenant hereby certifies to Landlord that Tenant, as a tax-exempt entity (Florida Department of Revenue Tax-Exempt Certificate No. 85-8017654736C-4), has no legal obligation to pay Florida sales tax, use or, other similar taxes on the Base Rent, Tenant's Proportionate Share of CAM, or any additional Rent or other sums due hereunder during the period that Tenant is the tenant under this Lease. Tenant shall provide Landlord a copy of Tenant's Consumer Certificate of Exemption from the Florida Department of Revenue upon Landlord's request.

(f) Free Rent. Notwithstanding anything in this Lease to the contrary, and with the exception of any applicable Grey Shell Costs and Interior Buildout Costs (as defined herein), Tenant shall have no obligation to pay any installments of Base Rent, CAM, or additional Rent during the period from the execution of this Lease until the day immediately preceding the Rent Commencement Date (the "Free Rent Period"). All payments of Rent for any partial calendar month during the Free Rent Period shall be prorated based upon a thirty (30) day month.

(g) Access to and Use of the Premises. If, as a result of any intentional or negligent act or omission of Landlord, the Premises shall be unfit for the Permitted Use for at least seven (7) Business Days, Rent shall be reduced on a per diem basis in the proportion in which the area of the portion of the Premises which is untenable, inaccessible, or unfit for the Permitted Use bears to the total area of the Premises for each day following the aforesaid seven (7) Business Day period that such portion of the Premises remains untenable, inaccessible, or unfit for the Permitted Use.

4. Common Area Maintenance.

(a) Common Area Maintenance. Common Area Maintenance ("CAM") shall be defined as all costs of operation, maintenance, repair and management of the Common Areas as determined in accordance with generally accepted accounting principles, including the following costs by way of illustration, but not limitation: insurance charges and costs relating to all insurance policies and endorsements reasonably required to be obtained by Landlord under this Lease for the protection, preservation or operation of all or any part of the Common Areas; all utilities for the Common Areas; and other costs related to or arising from the Common Areas of the Property, including without limitation the costs of security (if provided), pest control, landscaping, exterior maintenance, alarm services, retention ponds, fire sprinkler systems, lighting, parking areas, driveways, sidewalks and ramps, exits, entrances and walk ways, roofs, and water drainage systems comprising the Common Areas. Expressly excluded from CAM are the costs of Tenant's maintenance and repair obligations under Section 7(b) of this Lease; any Taxes (as hereinafter defined); any costs for the operation, maintenance, repair, and management of any areas in or about the Property which are not Common Areas; the cost of water and sewer services and power for heating, lighting, and air conditioning paid by Tenant via separate meter(s) for the Premises; hospital waste disposal and gas paid for directly by Tenant; the cost paid for directly by Tenant of maintaining, repairing, and replacing the equipment within the Premises, including any heating, ventilating, and air conditioning systems within the Premises; and pool cost, seasonal decorations, and Building signage repairs for both parties. Additionally, CAM shall not include depreciation or amortization of the Property or equipment in the Property except as provided herein, loan principal payments, costs of alterations of other tenants' premises, leasing commissions, interest expenses on long-term borrowings, and advertising costs or management salaries for executive personnel above the level of property manager. Notwithstanding the foregoing, Landlord will have no obligation to provide or cause to be provided any security on or to the Premises.

(b) Taxes. "Taxes" shall be defined as: Real estate taxes and any other taxes, charges and assessments which are levied with respect to the Property, including the Building and the lands of and appurtenant to the Property, and with respect to any improvements, fixtures and equipment or other property of Landlord, real or personal, located in, on or under the Property and used in connection with the operation of the Property and said land, any payments to any ground lessor for reimbursement of tax payments made by such lessor; and all fees, expenses and costs

incurred by Landlord in investigating, protesting, contesting or in any way seeking to reduce or avoid increase in any assessments, levies or the tax rate pertaining to any Taxes to be paid by Landlord in any Lease Year and any part or portions thereof or similar amounts payable as required hereunder. Taxes shall not include any corporate franchise, or estate, inheritance or net income tax, or tax imposed upon any transfer by Landlord of its interest in this Lease or the Property.

(c) Commencement Date of CAM. If the Rent Commencement Date shall fall on any date other than January 1, or if the Expiration Date is shall fall on any date other than December 31, Tenant's liability for Tenant's Proportionate Share of CAM for the calendar year upon which the Rent Commencement Date occurs, or final year of the Lease, including any such extension or renewal of the Lease, shall be prorated based upon a three hundred sixty-five (365) day year.

(d) Tenant's Proportionate Share of CAM. Tenant's "Proportionate Share" as used herein shall be a fraction, the numerator of which is the rentable square footage of the FSED Premises, and the denominator of which is the rentable square footage of the Building.

(e) Landlord's Right to Estimate CAM. Prior to the actual determination of CAM for a calendar year, Landlord may, in good faith, estimate CAM and Tenant's Proportionate Share thereof under this Section 4. The good faith estimated CAM shall be for each subsequent calendar year. For the initial Lease Year, Landlord shall give Tenant written notification of the amount of such good-faith CAM estimate no later than the day of the Possession Date, and, if such date falls on any day other than January 1, such CAM estimate shall be prorated for the remainder of the calendar year. Thereafter, and no later than sixty (60) days prior to the commencement of each calendar year, Landlord shall give Tenant written notification of the amount of such good-faith CAM estimate. Tenant agrees that it will pay Tenant's Proportionate Share of the CAM estimate simultaneously with its monthly installments of Rent, provided, however, that if Tenant objects to Landlord's estimate, Tenant shall pay Landlord the larger of (i) the amount of Tenant's Proportionate Share of CAM from the previous year, and (ii) the undisputed amount of Tenant's Proportionate Share of CAM, with its monthly installments of Rent and any additional sums due, if any, and the remainder of the CAM, if any, shall be resolved by both parties at the end of the calendar year as provided in Section 4(f) below. Any such agreed-to increased rate of CAM pursuant to this Section 4(e) shall remain in effect until Landlord provides further written notification to Tenant.

(f) Determination and Review of CAM. At the end of each calendar year, Landlord shall determine Tenant's Proportionate Share of CAM actually incurred by Landlord during such calendar year. The annual determination of CAM shall be calculated by Landlord, itemized on a line-item basis, and certified to Tenant. At any time, Tenant may review the financial records supporting the annual determination of CAM in the office of the Landlord, or Landlord's agent, during normal business hours and upon at least two (2) business days' written notice. Unless otherwise prohibited by law (such as Chapter 119, Fla. Stat.), subpoena, or valid order of a court of competent jurisdiction, Tenant and Tenant's agent agree to keep and maintain confidential any financial information obtained or learned from such review and to execute a written confirmation of such confidentiality at the time of the review. In the event the actual amount of Tenant's Proportionate Share of CAM exceeds the sums paid by Tenant during the calendar year in which such costs are incurred, Tenant shall pay to Landlord the excess amounts due within forty-five (45) days of Tenant's receipt of such request from Landlord. In the event the actual amount of Tenant's Proportionate Share of CAM is less than the sums paid by Tenant during the calendar year in which

such costs are incurred, Landlord shall reimburse to Tenant the excess amounts paid by Tenant within forty-five (45) days of Landlord's receipt of such request from Tenant, or, at Landlord's discretion, Tenant may offset such amount from future Rent and/or other payments due to Landlord.

(g) Improvements. In addition to the allowable CAM charges as more specifically set forth in this Section 4 and with the exception of the Grey Shell and Interior Buildout as provided in Section 5, Landlord shall be entitled to amortize and include as Rent (i) an allocable portion of the cost of capital improvement items; (ii) fire sprinklers and suppression systems and other life safety systems; and (iii) other capital expenses which are required under any governmental laws, regulations, or ordinances. All such costs shall be amortized over the reasonable life of such improvements in accordance with such reasonable life and amortization schedules as shall be determined by Landlord in accordance with generally accepted accounting principles.

(h) Accurate and Complete Records. Landlord shall keep and maintain complete, legible, and accurate records of the CAM, Grey Shell Costs (as defined below), and Interior Buildout Costs (as defined below), and other expenses (collectively, "Landlord's Records") where Landlord was paid and/or reimbursed by Tenant for a period of at least three (3) years from the date such expenses and costs are incurred. Tenant shall have the right, at its sole cost and expense, to audit Landlord's Records, and Landlord shall make such books and records available during normal business hours and upon at least two (2) business days' written notice in its offices or that of its management company in the county in which the Premises are located and shall reasonably cooperate with Tenant or its representatives. Tenant shall have the right, upon at least ten (10) business days' prior written notice, to: (a) make copies of any or all of Landlord's Records; and (b) hire any professional internal or third-party auditor that shall also have access to Landlord's Records for purposes of the audit.

5. Grey Shell and Interior Buildout of Premises.

(a) Grey Shell. Within two hundred seventy-four (274) days following the Development Approval Deadline (as provided in the Summary Sheet), Landlord shall, at Tenant's sole cost and expense as set forth in Section 5(b) below, complete the work described in Exhibit D-1 (the "Grey Shell"), in accordance with plans and specifications approved in advance by Tenant ("Grey Shell Plans"). Landlord shall deliver the proposed Grey Shell Plans to Tenant within thirty (30) days following the Development Approval Deadline. Within thirty (30) days following delivery thereof, Tenant shall provide written notice approving, disapproving, or propose modifications to the proposed Grey Shell Plans. If Tenant does not timely deliver such notice, the proposed Grey Shell Plans shall be deemed approved by Tenant. To the extent Tenant disapproves of the proposed Grey Shell Plans, Landlord shall use good-faith and commercially reasonable efforts to incorporate Tenant's requests into a proposed and revised Grey Shell Plan and such proposed and revised Grey Shell Plan shall be delivered to Tenant no later than thirty (30) days following Tenant's disapproval. Thereafter, Tenant shall have thirty (30) days following delivery thereof to provide written notice to Landlord approving, disapproving, or propose modifications to the proposed and revised Grey Shell Plans. The Parties shall continue to submit, review, and revise any proposed Grey Shell Plans until Tenant approves of the Grey Shell Plans. All such resubmissions of any proposed and revised Grey Shell Plans shall be submitted to Tenant no later than thirty (30) days following Tenant's disapproval, and any Tenant notices of approval or disapproval shall be delivered to Landlord no later than thirty (30) days following Tenant's

receipt of any proposed and revised Grey Shell Plans. Landlord shall complete the Grey Shell, consistent with the Grey Shell Plans approved by Tenant, no later than the Grey Shell Deadline provided in the Summary Sheet.

(b) **Grey Shell Costs.** No later than three (3) days after the Effective Date, Tenant shall pay to Landlord a "**Grey Shell Reimbursement**" for the Grey Shell. Within sixty (60) days following the completion of the Grey Shell, Landlord shall deliver to Tenant an invoice along with appropriate supporting documentation ("**Grey Shell Invoice**") for the actual cost of the Grey Shell ("**Grey Shell Costs**"). Tenant reserves the right to reject the invoice, in whole or part, if it fails to adequately describe the Grey Shell Costs incurred by Landlord, along with appropriate supporting documentation. In the event Tenant rejects such invoice, or a portion thereof, Landlord shall submit a revised invoice within twenty (20) days of receiving the rejected invoice. To the extent an invoice or part thereof is disputed by Tenant, Tenant shall remit to Landlord any undisputed Grey Shell Costs within forty-five (45) days. If the Grey Shell Costs exceeds the Grey Shell Reimbursement, Tenant shall pay to Landlord the balance of the Grey Shell Costs within forty-five (45) days of Tenant's receipt of said invoice. If the Grey Shell Reimbursement exceeds the Grey Shell Costs, the balance of the Grey Shell Reimbursement shall be applied towards the cost of the Interior Buildout (as hereinafter defined). In addition to the Grey Shell Costs, the Tenant shall also pay to Landlord one hundred percent (100%) of each Change Order Amount (as defined below) at the time of each such Change Order (as defined below). Landlord shall maintain accurate and complete records of all Grey Shell Costs and provide Tenant with access to the same, consistent with **Section 4(h)** of this Lease.

(c) **Interior Buildout.** On or before twelve (12) months after of the Grey Shell Deadline ("**Interior Buildout Deadline**"), Landlord shall, at Tenant's sole cost and expense as set forth in **Section 5(d)** below, complete the work described in **Exhibit E-1** (the "**Interior Buildout**"), in accordance with plans and specifications approved in advance by Tenant ("**Interior Buildout Plans**"). Landlord shall deliver the proposed Interior Buildout Plans to Tenant within sixty (60) days following the Development Approval Deadline (as provided in the Summary Sheet). Within thirty (30) days following delivery thereof, Tenant shall provide written notice approving, disapproving, or proposing modifications to the proposed Interior Buildout Plans. If Tenant does not timely deliver such notice, the proposed Interior Buildout Plans shall be deemed approved by Tenant. To the extent Tenant disapproves of the proposed Interior Buildout Plans, Landlord shall use good-faith and commercially reasonable efforts to incorporate Tenant's requests into a proposed and revised Interior Buildout Plan and such proposed and revised Interior Buildout Plan shall be delivered to Tenant no later than thirty (30) days following Tenant's disapproval. Thereafter, Tenant shall have thirty (30) days following delivery thereof to provide written notice to Landlord approving, disapproving, or propose modifications to the proposed and revised Interior Buildout Plans. The Parties shall continue to submit, review, and revise any proposed Interior Buildout Plans (each an "**Interior Buildout Plan Cycle**") until Tenant approves of the Interior Buildout Plans. After the initial Interior Buildout Plan Cycle, the Interior Buildout Deadline shall be extended by an equal number of days for each subsequent Interior Buildout Plan Cycle related to or arising from Tenant's disapproval or proposed modification to the Interior Buildout Plans. All such resubmissions of any proposed and revised Interior Buildout Plans shall be submitted to Tenant no later than thirty (30) days following Tenant's disapproval, and any Tenant notices of approval or disapproval shall be delivered to Landlord no later than thirty (30) days following Tenant's receipt of any proposed and revised Interior Buildout Plans. Landlord shall provide Tenant with periodic updates on the progress of the Interior Buildout and shall

provide Tenant with at least one hundred (180) days advance notice advising Tenant of the date on which Landlord reasonably expects the Interior Buildout to be Substantially Completed, sufficient to establish the Possession Date. "Substantially Completed" and any derivations thereof means both the Grey Shell and Interior Buildout have been substantially completed as evidenced by the issuance of a temporary or permanent certificate of occupancy and all other required permits and approvals.

(d) Interior Buildout Costs. Prior to commencing construction on the Interior Buildout, Landlord and Tenant shall develop and mutually agree to a production schedule. Thereafter, Tenant shall pay to Landlord the Interior Buildout Reimbursement (as defined in the Summary Sheet), a portion of which may come from any cost savings achieved between the Grey Shell Reimbursement and the Grey Shell Costs (if any), in progress payment installments (each an "Interior Buildout Payment" and collectively the "Interior Buildout Payments") equal to the amount set forth in Landlord's submission to Tenant of an Application for Payment consistent with the requirements of Section 5(l) below and within forty-five (45) days following Landlord's submission of each of the Applications for Payment. An Application for Payment and/or an Interior Buildout Payment shall not constitute the Tenant's acceptance of the work in accordance with the Interior Buildout Plans. Within sixty (60) days following Substantial Completion of the Interior Buildout, Landlord shall deliver to Tenant an invoice along with appropriate supporting documentation ("Interior Buildout Invoice") for the actual cost of the Interior Buildout ("Interior Buildout Costs"). Tenant reserves the right to reject the invoice, in whole or part, if it fails to adequately describe the Interior Buildout Costs incurred by Landlord along with appropriate supporting documentation. In the event Tenant rejects such invoice, or a portion thereof, Landlord shall submit a revised invoice within thirty (30) days of receiving the rejected invoice. To the extent an invoice or part thereof is disputed by Tenant, Tenant shall remit to Landlord any undisputed Interior Buildout Costs within forty-five (45) days. If the Interior Buildout Costs exceed the Interior Buildout Payments made by Tenant, Tenant shall pay to Landlord said excess within forty-five (45) days following Tenant's receipt of said invoice. If the Interior Buildout Payments made by Tenant exceed the Interior Buildout Cost, Landlord shall either, at Tenant's option, apply said excess towards Base Rent that becomes due and payable after completion of the Interior Buildout or reimburse to Tenant the excess amounts no later than thirty (30) days following the issuance of the Interior Buildout Invoice. In addition to the Interior Buildout Cost, the Tenant shall also pay to Landlord one hundred percent (100%) of each Change Order Amount (as defined below) at the time of each such Change Order (as defined below). Landlord shall maintain accurate and complete records of all Interior Buildout Costs, and provide Tenant with access to the same, consistent with Section 4(h) of this Lease. Notwithstanding the foregoing or anything herein to the contrary, Tenant reserves the right to retain a sum equal to one hundred percent (100%) of the reasonably estimated cost of completing any unfinished items and Punch List (as defined in Section 5(f) below) work of the Interior Buildout.

(e) Change Orders. Tenant shall pay to Landlord the costs due to an increase in Grey Shell Costs or Interior Buildout Cost or be due a credit in the case of a decrease in the Grey Shell Costs or Interior Buildout Cost ("Change Order Amount") related to or arising from any changes to the plans or specifications of the Grey Shell or Interior Buildout caused or required by Tenant or Landlord (each, a "Change Order"). Notwithstanding the foregoing, no work shall proceed pursuant to a Change Order until Landlord and Tenant agree, in their reasonable discretion and without unreasonably withholding such agreement, to such Change Order.

(f) Walk-Through and Punch List Items. Following Substantial Completion of the Grey Shell and Interior Buildout and before the Possession Date, Landlord shall notify Tenant and, within five (5) business days thereafter, Landlord's representative and Tenant's representative shall conduct a walk-through of the Premises and identify and create a punch list of any deficiencies, deviations, touch-up work, repairs and minor completion items ("**Punch List**") that are necessary for final completion of the Grey Shell and Interior Buildout sufficient to take possession by the Possession Date. The existence of a Punch List shall not postpone the Possession Date as long as the Punch List items are customarily classified as minor "punch list" items in the construction industry. Neither Landlord's representative nor Tenant's representative shall unreasonably withhold his or her agreement on such Punch List items. Landlord shall use best efforts to correct or cure the Punch List items within thirty (30) days following the agreement on such Punch List items, or such longer period as may be mutually agreed upon by both Landlord and Tenant. If Landlord has not corrected or cured any remaining Punch List items to Tenant's reasonable satisfaction within thirty (30) days following Landlord's receipt of the Punch List on which such items were listed (or such longer time as mutually agreed to by the parties), then Tenant may complete such Punch List items, and Landlord shall offset Tenant's reasonable actual costs so expended against Rent next coming due. Landlord may enter the Premises at reasonable times to correct or cure the Punch List items, provided Landlord takes reasonable precautions to avoid interfering with Tenant's business operations at the Premises.

(g) Tenant shall, upon Substantial Completion of the Grey Shell and Interior Buildout, accept the Premises in its then existing "as-is," "where-is" condition (other than with regards to any uncompleted items in the Punch List) and shall execute the attached **Exhibit C**.

(h) Guaranty of Landlord's Work. Landlord shall be engaging general contractors, architects, and other design professionals to construct the Grey Shell and Interior Buildout. Landlord represents and warrants that all work performed by such general contractors, architects, and other design professionals shall be done by general contractors, architects, and other design professionals that are properly licensed, bonded, and insured. Landlord has made no representation, warranty, or promise, express or implied, as to the condition, fitness, or suitability of the Premises. Landlord shall not be liable for, and Tenant waives and releases Landlord from, all claims arising out of or relating to, any latent or patent defect in the Premises unless otherwise caused by or due to the negligent or intentional acts of Landlord or its officers, employees, or agents; provided, however, that as an express condition of Tenant's foregoing waiver, Landlord hereby assigns to Tenant, and Tenant shall have the benefit of, any and all warranties of workmanship and materials as to the condition, fitness, or suitability of the FSED Premises (statutory, express, or implied) as well as any other components of the Premises that are Tenant's responsibility to maintain under the terms of this Lease that are customary in the industry, and Landlord shall ensure that its written contracts with all general contractors, architects, and other design professionals reflect that any and all such warranties pass through and vest in the Tenant. Landlord shall provide Tenant written confirmation that the foregoing contract provisions were included in the Landlord's contract documents with the general contractors, architects, and design professionals and Tenant shall confirm Landlord's satisfaction of this requirement within ten business (10) days of Landlord's written request. As a further express condition of Tenant's foregoing waiver, Landlord shall ensure that the general contractors, architects, and other design professionals used by Landlord construct the Premises and Common Areas in compliance with all Applicable Codes and ADA regulations, and all other applicable governmental regulations and standards.

(i) Applicable Code. Landlord shall use commercially reasonable efforts to construct the Grey Shell and Interior Buildout in compliance with the following: (i) FGI Facility Guideline Institute: Guidelines for Design and Construction of Outpatient Facilities, 2022 Edition; (ii) ANSI/ASHRAE/ASHE Standard 170-2021: Ventilation of Health Care Facilities; (iii) Florida Building Code 7th Edition (2020): Building, Accessibility, Test Protocols, Mechanical, Plumbing, Fuel Gas; (iv) 2021 NFPA 101 Life Safety Code; (v) 2021 NFPA 99 Health Care Facilities Code; (vi) Accessibility Code: 2010 ADA Standards for Accessible Design; (vii) Energy Code: 2020 Florida Energy Conservation Code; (viii) and all other applicable federal, state, and local building and construction codes (collectively, the “**Applicable Codes**”).

(j) ADA Compliance. Tenant and Landlord acknowledge that, in accordance with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*, as amended) and the regulations promulgated thereunder (the “**ADA**”), responsibility for compliance with the terms and conditions of the ADA shall be allocated as between the Landlord and the Tenant as provided in this **Section 5(j)**. Accordingly, Landlord agrees that Landlord shall be responsible for compliance with the ADA with respect to the Common Areas, including, but not limited to, the sidewalks, parking areas, entrances, exits, and access points to the Building and exterior walkways. Tenant, upon satisfactory completion of Landlord’s Work in compliance with the terms hereof and following the Rent Commencement Date, shall be responsible for compliance with the ADA with respect to the Premises, except as provided above.

(k) Possession Date. Following the Possession Date, Tenant shall be entitled to take possession of the Premises and to install, place, and maintain all business fixtures, equipment, furniture, utilities, and other services necessary and required for use by Tenant in the conduct of its business at the Premises.

(l) Applications for Payment. As provided in **Section 5(d)**, Landlord shall submit Applications for Payment for all Interior Buildout Payments (“**Applications for Payment**”). All Applications for Payment shall be supported by such data as Tenant requires to substantiate its accuracy and each Application for Payment submitted shall constitute a certification and representation by Landlord to Tenant that: (i) the construction of the Interior Buildout has progressed to the point indicated; (ii) the quality of the work covered by the Application for Payment is in accordance with the this Lease; (iii) Landlord is entitled to payment in the amount requested; (iv) such Application for Payment represents a just estimate of cost reimbursable to Landlord; (v) such Application for Payment has not been front-end-loaded either by Landlord or by any of its subcontractors (including but not limited to placing a value on a line item that is in excess of its cost, increasing unit prices on early completed items while decreasing unit prices on later completed ones, and/or inflating the percentage of completion on line items); (vi) there are no liens or claims outstanding or known to exist as of the date of the Application for Payment; (vii) all due and payable bills with respect to the work have been paid to date or included in the amount requested in the previous Application for Payment (other than retainage and pending Change Orders), and there is no known basis for the filing of any construction liens or claims or any other lien or claims with respect to the work; (viii) duly executed waivers and releases of lien have been obtained from all subcontractors, suppliers, materialmen, laborers, and all other lower tiers, for Work performed and materials furnished through the date of payment (other than retainage and pending Change Orders); and (ix) that Landlord has not adjusted line items in the Schedule of Values without Tenant’s prior written consent. Thereafter, Tenant shall pay Landlord for each Application for Payment within forty-five (45) days of Landlord’s submission of such

Application for Payment. Tenant reserves the right to reject an Application for Payment, in whole or part, if it fails to adequately describe the work completed and costs incurred by Landlord along with appropriate supporting documentation. In the event Tenant rejects such Application for Payment, or a portion thereof, Landlord shall submit a revised Application for Payment within twenty (20) days of receiving the rejected invoice. To the extent an Application for Payment or part thereof is disputed by Tenant, Tenant shall remit to Landlord any undisputed Interior Buildout Payments within forty-five (45) days. Notwithstanding the foregoing, for each Interior Buildout Payment made prior to Substantial Completion of the Interior Buildout, Tenant may withhold retainage from the payment otherwise due in an amount up to five percent (5%).

6. Use of Property.

(a) Use of Premises. The FSED Premises may be occupied and used for medical, emergency medical, and hospital uses, and the Wellness Premises may be occupied and used for general office purposes and physical/occupational therapy uses (the "Permitted Use").

(b) Zoning. On or before the Development Approval Deadline, Landlord shall, at Landlord's cost, obtain all zoning and governmental approvals necessary to start construction of the Building, exclusive of the actual building permit(s).

(c) Observance of Laws. Tenant shall not use, or permit the Premises to be used, in violation of any present or future law, regulation, ordinance, rule and/or requirement of the federal, state, county or city governments, or any department, bureau, board commission and/or officials thereof relating to the use of the Premises. Tenant shall not commit, or suffer to be permitted, waste, or perform or allow any nuisance or illegal act on the Property.

(d) Government Regulations. Tenant and Landlord shall observe and comply with applicable laws affecting the use of the Premises, including the making of nonstructural alterations, insofar as such nonstructural alterations are due solely to the unique nature of the occupancy and use of the Premises by Tenant; provided, however, that if such applicable laws (i) require the removal of asbestos or other Hazardous Material (defined below) not placed on the Premises by Tenant; (ii) require structural changes, including but not limited to, erection of fire escapes or exits; (iii) require nonstructural changes that would have been required irrespective of the nature of the then current tenancy; or (iv) relate to Landlord's obligations under this Lease, then the same shall be complied with by Landlord at Landlord's sole expense. Notwithstanding the foregoing obligation of Tenant, Tenant shall have the right to contest, without cost to Landlord, the validity or application of any such applicable law required to be complied with by Tenant in accordance with this **Section 6(d)**, and may postpone compliance therewith provided such contest does not subject Landlord to criminal prosecution for non-compliance therewith, and further provided Tenant promptly pays all fines, penalties and other costs (and interest thereon) imposed on Landlord as a result of such non-compliance by Tenant.

(e) Rules and Regulations. Landlord may adopt, from time to time, such reasonable written rules and regulations for the operation of the Property and with respect to the activities of all persons thereon as are customary and reasonable, and are not inconsistent with the provisions of this Lease. Landlord shall use commercially reasonable efforts to enforce any rules and regulations uniformly and consistently against all tenants of the Building. The rules and regulations in effect on the Effective Date are set forth on attached **Exhibit F**. Any such changes to the rules and regulations shall be provided to Tenant in writing no later than ninety (90) days

prior to the effective date of such changes. Under no circumstances shall any rules and regulations be adopted by Landlord which relate solely to Tenant or the Tenant's use of the Premises unless otherwise agreed to in writing by Tenant.

(f) Parking. Beginning the Possession Date, Landlord shall provide to Tenant forty-two (42) reserved parking spaces on the Property. Landlord shall also provide to Tenant and other occupants of the Building non-exclusive use of other parking on the Property as Landlord may reasonably determine, and Landlord shall provide handicapped parking as required by applicable code.

7. Repairs and Maintenance

(a) Landlord Maintenance. Landlord shall have no obligation to clean, maintain, replace or repair the FSED Premises but Landlord shall be responsible for reasonably cleaning, maintaining, replacing and repairing parking areas, sidewalks, service drives, driveways, access drives, exterior windows (other than the windows of the FSED Premises), and planted or landscaped areas of the Land, the Common Areas, and common facilities, in a first-class condition. In addition, Landlord shall be responsible for following maintenance, repair or replacement, which shall remain Landlord's sole responsibility, but the costs of which shall be part of CAM (unless otherwise provided below):

(i) all heating, ventilation, and air conditioning unit or units serving the Wellness Premises and the Common Areas, which unit(s) shall at all times be operational so as to meet Tenant's requirements and include quarterly filter changes; building systems and equipment, including, without limitation, elevator service; all utility equipment and services to the Wellness Premises and Common Areas including, without limitation, water, sewer, electrical and plumbing; all monitoring services of fire and burglar alarms;

(ii) the roof, parapets, flashing, gutters, downspouts, canopies; floor slab; outer walls and structural portions of the Wellness Premises and the Common Areas; and such maintenance, replacement and repair as is necessary to maintain such items in a safe, dry, watertight, and tenantable condition and in good order and repair;

(iii) all exterior and underground (including in building slab) utility installations and electrical conduit and wire repairs, maintenance, and replacements for the Wellness Premises and the Common Areas;

(iv) all janitorial services in the Common Areas and Wellness Premises and all interior window cleaning in the Common Areas and Wellness Premises;

(v) any repair, maintenance or restoration required as a result of the intentional act or negligence of Landlord or its agents, employees or contractors, or resulting from the failure of Landlord to perform in a timely manner its obligations under this Lease, including, but not limited to, replacing ceiling tile in the Wellness Premises or Common Areas that is damaged due to roof leak; provided, however, any costs related to this Section 7(a)(v) shall not be included in the CAM and shall be the sole responsibility of Landlord;

(vi) standard ceiling lighting in the Wellness Premises and Common Areas, including replacement of bulbs and ballasts; and

(vii) safety inspections for fire extinguishers and fire inspections in the Wellness Premises and Common Areas.

Notwithstanding anything in this Lease to the contrary, Landlord's maintenance obligations under this Section 7(a) shall not include, and shall specifically exclude, the entire FSED Premises (except in situations of the intentional and negligent acts of the Landlord or its agents, employees, or contractors) and all other items which are expressly Tenant's maintenance obligations under Section 7(b) below.

(b) Tenant's Maintenance. Except as otherwise provided in this Lease, Tenant shall be responsible for all cleaning, maintaining, replacing, and repairing of or to the FSED Premises, including, without limitation, capital improvements and expenditures relating to the FSED Premises, the roof of the FSED Premises, the Grey Shell, and the Interior Buildout, in a first-class condition, all of which shall remain Tenant's sole responsibility, without reimbursement from Landlord, in whole or in part. In addition, and notwithstanding anything in this Lease to the contrary, Tenant shall be responsible for the following cleaning, maintenance, replacement, repair, all of which shall remain Tenant's sole responsibility, without reimbursement from Landlord, in whole or in part:

(i) all heating, ventilation, and air conditioning unit or units serving the FSED Premises; building systems and equipment, including, without limitation, elevator service; all utility equipment and services to the FSED Premises including, without limitation, water, sewer, electrical and plumbing; all monitoring services of fire and burglar alarms for the FSED Premises;

(ii) all exterior and underground (including in building slab) utility installations and electrical conduit and wire repairs, maintenance, and replacements for the FSED Premises, or a portion thereof, or caused by soil conditions;

(iii) all janitorial services in the FSED Premises;

(iv) all interior and exterior windows in and of the FSED Premises;

(v) any repair, maintenance or restoration required as a result of the act or neglect of Tenant or its agents, employees or contractors, or resulting from the failure of Tenant to perform in a timely manner its obligations under this Lease, including, but not limited to, replacing ceiling tile in the FSED Premises that is damaged due to roof leak;

(vi) standard ceiling lighting in the FSED Premises, including replacement of bulbs and ballasts;

(vii) safety inspections for fire extinguishers and fire inspections in the FSED Premises; and

(viii) all other maintenance and repairs necessary to keep the FSED Premises in a good state of repair and in tenantable condition except as otherwise provided in this Lease.

(c) Medical Waste. If Tenant generates medical waste in the Premises, then Tenant, at its sole cost and expense, shall register as a medical waste generating facility with the State in which the Premises are located as required by applicable law. Tenant, and not Landlord, is responsible for the management, handling and transportation of all medical waste from the Premises to the point of disposal in compliance with all applicable laws.

8. Utilities and Services.

(a) Communications Systems and Operations. Tenant shall be responsible for the cost and installation of all equipment, information and technology access, servers, telephones, and software required for Tenant's use. Landlord shall not intentionally cause or intentionally permit any interference whatsoever with Tenant's operation of or access to Tenant's technology equipment, wireless, data, and telephone transmission equipment, facilities, or services, twenty-four hours a day, 365 days per year.

(b) Building Hours and Access. With the exception of the FSED Premises, the Building's business hours are 6:00 a.m. to 9:00 p.m., Monday through Friday, and 8:00 a.m. to 4:00 p.m. on Saturdays, except for holidays such as New Year's Day, Martin Luther King Day, Memorial Day, Easter, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Tenant shall have access to the FSED Premises twenty-four hours a day, 365 days per year.

(c) HVAC. As part of the Interior Buildout, Landlord shall furnish, at Tenant's expense pursuant to Sections 5(c) and (d), heating, ventilation and air-conditioning ("HVAC") equipment, system, and controls to the Premises in compliance with the Applicable Codes. Tenant shall be responsible for the replacement, repair and maintenance costs associated with the HVAC system servicing the Premises.

(d) Utility Services Provided. Following the Possession Date, Tenant will cause the Premises to be serviced with permanent gas, electric, telephone, potable water, sewer and other utilities sufficient to meet Tenant's reasonable requirements.

(e) Interruption of Utilities or Services. Landlord shall not be liable for any damage or inconvenience caused by the installation, use or interruption of use of water, sewer, electricity, air conditioning, heating, plumbing, janitorial service or parking caused by any party other than Landlord. To the extent the utilities in question are Landlord's maintenance obligation under Section 7(a) above, Landlord shall use reasonable efforts to restore any utility service which is interrupted. Notwithstanding the above, Landlord shall have no liability to Tenant for any interruption in utilities or services to be provided to the Premises when such failure is caused by all or any of the following: (a) accident, breakage or repairs; (b) strikes, lockouts or other labor disturbances or labor disputes of any such character; (c) governmental regulation, moratorium or other governmental action; (d) inability, despite the exercise of reasonable diligence, to obtain electricity, water or fuel; (e) service interruptions or any other unavailability of utilities resulting from causes beyond Landlord's control including without limitation, any electrical power "black-out"; or (f) any other cause beyond Landlord's reasonable control.

(f) Generator. Subject to obtaining all required governmental approvals, the Landlord shall, at Tenant's sole cost and expense, install a stand-by generator with attached above ground fuel tank to service the FSED Premises. The location, size, and specification to be determined and finalized during the design phase of the project, all of which shall be mutually

acceptable to Landlord and Tenant. At Landlord's option, upon the expiration or sooner termination of the Lease Term, Tenant shall remove the generator and restore the Building to the same condition in which it existed prior to installation of the generator. Tenant shall have no right to install any underground storage tanks of any type on or around the Building or Property unless otherwise agreed to by both Landlord and Tenant.

9. Signs.

Tenant, at Tenant's sole cost and expense, may install and maintain signage for Tenant (including, without limitation, as part of monument and building signage that Landlord may install on the Property), subject to Landlord's approval, not to be unreasonably withheld, conditional, or delayed, and subject to all applicable laws, including, but not limited to, municipal ordinances and zoning regulations. Such signage shall include, but not be limited to, (i) identification signage on the façade of the Building, (ii) at the entrance to the Building; (iii) on any monument signage associated with the Building that is used for Tenant identification; (iv) directory signage; (v) signage in or about the Premises and that is visible from the outside of the Premises; and (vi) directional signage to the Premises, parking areas, and other Common Areas. Tenant's approved signage, which remains subject to municipal and county codes and approvals, and the requirements of this Section 9, is set forth on Exhibit G.

10. Alterations or Improvements; Antenna.

(a) Alterations. Tenant shall have the right to decorate, paint and alter the Premises, and install or affix any device, fixture or attachment to the Premises which does not materially and adversely affect the structure of the Building ("**Minor Alteration(s)**"). Minor Alterations shall include, without limitation, cabling for data, wireless, and telephone transmission, supplemental HVAC, security systems and card access systems, moving non-load bearing walls, minor plumbing and electrical work, modifying or re-arranging fixtures, or similar changes. Any alteration or change which materially and adversely affects the structure of the Building ("**Major Alteration(s)**") shall require the prior written consent of Landlord, which consent shall be in Landlord's sole and absolute discretion, unless such Major Alterations are required for the safety and well-being of occupants or are reasonably needed by Tenant for Tenant's operations or for performance under this Lease, then such approval of such Major Alterations shall not be unreasonably withheld by Landlord. Such consent from Landlord shall be sought by Tenant in writing. Tenant shall provide Landlord plans for any Major Alteration. Failure of Landlord to reject such plans in writing by notice to Tenant within thirty (30) days (or such sooner time as necessary under the circumstances) after they are delivered by Tenant to Landlord shall be deemed to be acceptance of such plans and the Major Alteration. Tenant shall have the right to use contractors of Tenant's choosing for any Minor Alteration or Major Alteration (collectively, "**Alteration(s)**"). Tenant shall have the right to remove any Alterations upon termination of this Lease, provided that Tenant restores the Premises to their condition prior to such Alteration, or Tenant may leave such Alteration with the Premises upon termination of this Lease, in which case such Alteration shall become the property of Landlord. The costs for all such Minor and Major Alterations shall be at Tenant's sole cost.

(b) Liens. Tenant shall cause any mechanic's, materialmen's and other liens upon the Premises, for or arising out of or in connection with work or labor done, services performed or materials, appliances, equipment, supplies or fuel used or furnished for or in connection with any alterations, improvements, repairs or additions which Tenant may make or

cause to be made in or upon the Premises, to be discharged or bonded over within thirty (30) days after Tenant becomes aware that it was filed. If Tenant fails to cause any such lien to be discharged or bonded over within the applicable time period, then Landlord shall have the option, but not the obligation, of bonding over such lien. Any amounts so paid by Landlord shall constitute additional rent payable by Tenant under this Lease, and shall be paid by Tenant to Landlord within thirty (30) days following Landlord's demand therefore accompanied by commercially reasonable backup information.

(c) Antenna. Tenant has the right to install satellite dishes or other electronic transmitters (collectively "Antenna") on the roof of the Premises or Building in compliance with all applicable laws and subject to Landlord's use of the roof and Landlord's approval, which approval shall not be unreasonably withheld. The cost of installation and maintenance thereof and the cost of any repairs to the roof which are necessitated by the installation or repair of the Antenna shall be borne solely by Tenant. Upon the termination of this Lease, Tenant may, and has the right to, remove any Antenna, and Tenant shall repair any material damage to the roof occasioned by such removal.

(d) Specialized Construction. Tenant, at Tenant's expense, shall be responsible for all construction of specialized lead walls for x-ray equipment, specialized sinks, walls, lighting, and back-up generator within the FSED Premises.

(e) Insurance for Alterations. During any period where Tenant is performing any construction work, including, without limitation, Alterations, Tenant must keep or ensure any contractor performing such construction work keeps, at its sole cost and expense, the following insurance policies in full force and effect: (i) builder's risk insurance for the full replacement cost of such work, (ii) construction liability insurance, (iii) contractor's insurance, and (iv) any other policies of insurance Landlord may require in Landlord's sole and absolute discretion. Nothing in this section is intended to alter or waive Tenant's entitlement to statutory or common law sovereign immunity, or to extend Tenant's liability beyond the limits established in section §768.28, Florida Statutes, as amended.

11. Damage and Destruction.

If either the Building or the Premises should be destroyed or damaged by fire or other casualty, then the Landlord shall use commercially reasonable efforts to cause the Premises and Building, to be reconstructed and restored, within twenty-four (24) months following such fire or other casualty, at Tenant's sole cost and expense, to substantially the same condition as they were prior to the fire or other casualty. In the event of such reconstruction, Rent shall be abated for any period between the date of the casualty and substantial completion of the reconstruction repairs by Landlord during which Tenant is unable to access or conduct its business operations in the Premises in the normal course, and this Lease shall continue in full force and effect for the balance of the Lease Term hereof.

12. Eminent Domain.

To the extent Landlord receives a threat of appropriation, taking, or condemnation any notice of a public or quasi-public authority's or entity's intent to appropriate, take, or condemn the Premises, or any portion thereof, Landlord shall promptly notify Tenant in writing of such threat or intent. If the whole or any part of the Building or Common Areas shall be taken for public or

quasi-public use by a governmental or other authority having the power of eminent domain or shall be conveyed to such authority in lieu of such taking, and if such taking or conveyance shall cause the remaining part of the Building or Common Areas not so taken to be unsuitable for access to or the conduct of Tenant's business operations in the Premises in the normal course including, without limitation, loss of (a) access to common areas, (b) ingress or egress to surrounding public roadways, or (c) parking spaces, then either Landlord or Tenant shall have the right to terminate this Lease by written notice to the other. If a part of the Premises, Building or Common Areas shall be taken or conveyed but this Lease is not terminated as provided for above, then Landlord shall make such repairs, alterations and improvements as may be necessary to render the part not taken or conveyed suitable for access to and the conduct of Tenant's business operations in the normal course, and the Rent shall be reduced on an equitable basis and the costs of which shall be borne by the Parties in accordance with the repair and restoration obligations of Sections 7(a) and 7(b) above; provided, however, that if such work is not completed in a reasonable time, not to exceed one hundred eighty (180) days, then Tenant may terminate this Lease upon written notice to Landlord. Tenant shall have the right to participate in any proceedings with respect to such taking and to recover such compensation as may be awarded to Tenant on account of loss of the unexpired Lease Term, moving and relocation expenses, depreciation to and removal of Tenant's trade fixtures and personal property, and such other damages as to which Tenant may be entitled regardless of whether Tenant or Landlord terminates the Lease pursuant to this Section 12.

13. Assignment and Subletting

(a) Tenant Assignment or Sublease. Tenant will not assign this Lease or sublet the Premises, or any part thereof, without obtaining the prior written consent of Landlord, which consent shall be in Landlord's sole and absolute discretion. The foregoing notwithstanding, Tenant may sublet all or any portion of the FSED Premises or assign this Lease to a parent, subsidiary, or affiliate of Tenant subject to Landlord's prior consent which consent shall not be unreasonably withheld, conditioned, or denied; provided, however, entering into a hospital-based management agreement or third-party administrator agreement effectively giving day-to-day management or oversight of the clinical and administrative functions of Tenant's business and operations in the Premises shall not be deemed an assignment and shall not be subject to the provisions and prohibitions of this section, but Tenant shall notify Landlord in writing of all such arrangements. Following any sublet or assignment by Tenant, unless otherwise released by Landlord, Tenant shall remain liable to Landlord for the payment of all forms of Rent payable under this Lease and all other obligations of the party holding the interest of Tenant under this Lease following the transfer. Unless otherwise released by Landlord, Tenant shall be jointly and severally liable for the payment of all forms of Rent payable under this Lease and all other obligations of the party holding the interest of Tenant under this Lease. The joint and several liability of Tenant and any immediate and remote successor in interest of Tenant (by assignment or otherwise), and the due performance of the obligations of this Lease on Tenant's part to be performed or observed, shall not in any way, unless mutually agreed to in writing by Landlord and Tenant, be discharged, released, or impaired by any (a) agreement that modifies any of the rights or obligations of the parties under this Lease, (b) stipulation that extends the time within which an obligation under this Lease is to be performed, (c) waiver of the performance of an obligation required under this Lease, or (d) failure to enforce any of the obligations set forth in this Lease.

(b) Landlord Assignment. An assignment of all or any part of Landlord's interest in this Lease, or conveyance of all or any part of Landlord's interest in the Property, or

transfer of all or any portion of the beneficial ownership interest in Landlord shall constitute the conveyance of an interest in the Property (each, a "**Landlord Assignment**") for purposes of this section, which shall apply to such a transfer. Any Landlord Assignment shall be subject to Tenant's reasonable consent, which consent shall not be unreasonably withheld, conditioned or denied.

(c) **Notice of Landlord Assignment.** Landlord shall provide notice to Tenant prior to any Landlord Assignment. Such notice shall contain commercially reasonably detailed information regarding the nature of such Landlord Assignment and the identities of the affected parties.

14. **Subordination and Attornment.**

(a) **Existing Mortgages.** Landlord hereby represents and warrants to Tenant that, as of the Effective Date, there are no holders of mortgage liens, deeds to secure debt, or deeds of trust, or ground or other lessors or sublessors (except for Prime Landlord set forth below), or other interests of any other party possessing a prior or superior interest in the Premises or Property over this Lease or otherwise encumbering all or any portion of the Property (each, a "**Mortgage**").

(b) **Future Mortgages.** With respect to subsequent Mortgages, Landlord and Tenant shall execute and deliver an agreement subordinating this Lease to the lien of a Mortgage; provided, however, such subordination shall be upon the express condition that the holder of such interest shall execute and deliver to Tenant a Non-Disturbance Agreement ("**Non-Disturbance Agreement**") with respect to such interest. Attached hereto as **Exhibit H** is the form of the Non-Disturbance Agreement approved by Landlord and Tenant.

(c) **Non-Disturbance Agreement Costs.** Each party shall bear their own costs relative to a Non-Disturbance Agreement.

15. **Tenant's Default.**

(a) **Tenant Default.** The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant:

(i) Tenant shall fail to pay any monthly installment of Base Rent or any other pre-determined regular payment due hereunder within forty-five (45) days of its due date; or Tenant shall fail to make any payment other than pre-determined regular payments due hereunder within forty-five (45) days after Landlord's delivery of written notice that such payment is due and payable.

(ii) Tenant shall fail to perform or observe any material term, condition, covenant or obligation required to be performed or observed by Tenant under this Lease, other than a failure to pay Rent pursuant to **Section 15(a)(i)** above, for a period of sixty (60) days after notice thereof from Landlord; provided, however, that if the failure of the covenant or obligation to be performed by Tenant is of such nature that such failure cannot reasonably be cured within such sixty (60) day period, no default shall be deemed to have occurred if Tenant commences such performance as soon as reasonably possible but, in any event, within said sixty (60) day period; and thereafter diligently undertakes to continue such performance until the default is cured, but in no event shall the time to cure extend beyond one hundred eighty (180) days.

(iii) A trustee or receiver shall be appointed to take possession of all or substantially all of Tenant's assets in, on, or about the Premises or of Tenant's interest in this Lease (and Tenant does not regain possession within sixty (60) days after such appointment); Tenant makes an assignment for the benefit of creditors; or substantially all of Tenant's assets in, on or about the Premises or Tenant's interest in this Lease are attached or levied upon under execution (and Tenant does not discharge the same within sixty (60) days thereafter).

(iv) A petition in bankruptcy, insolvency, or for reorganization or arrangement is filed against Tenant pursuant to any federal or state statute, and, with respect to any such petition filed against it, Tenant fails to secure a stay or discharge thereof within sixty (60) days after the filing of the same.

(v) Tenant files a petition in bankruptcy, insolvency, or for reorganization or arrangement pursuant to any federal or state statute.

(b) Landlord Remedies for Tenant's Nonpayment of Rent. Upon the occurrence of Tenant's failure to pay any monthly installment of Base Rent or any other pre-determined regular payment due hereunder within the timelines provided in Section 15(a)(i) above, Landlord may, by giving notice to Tenant, exercise the following remedies:

(i) For failure to pay Base Rent or any other pre-determined regular payment due hereunder continuing in duration for over one hundred twenty (120) days, accelerate and recover from Tenant the amount of the Rent or other pre-determined regular payment due hereunder for the remainder of the Lease Year, which amount shall be immediately due and payable from Tenant to Landlord.

(ii) For failure to pay Base Rent or any other pre-determined regular payment due hereunder continuing in duration for over three hundred sixty-five (365) days, re-enter the Premises by summary proceedings or otherwise, expel Tenant and remove all property therefrom, use commercially reasonable efforts to relet said premises at market rent and receive the rent therefrom; provided, however, Tenant shall remain liable for (a) Rent less any avails of reletting, after deducting from such avails the reasonable costs of obtaining possession of the Premises, including, without limitation, any brokerage commissions or finder's fees; (b) the reasonable costs of enforcing Landlord's remedies, including, without limitation, any reasonable attorneys' fees; and (c) the reasonable cost of any repairs or improvements necessary to prepare the Premises for reletting.

(c) Landlord Remedies for Material Defaults of Obligations. Upon the occurrence of any such event of material default by Tenant other than Tenant's payment obligations under Section 15(a)(i) above, Landlord may, by giving notice to Tenant, at any time during the continuance of such material default, unless the Tenant has commenced to cure such default as provided in Section 15(a)(ii) above, exercise any and all of the following remedies:

(i) Terminate this Lease, and all of the obligations and responsibilities of Landlord and Tenant under this Lease shall terminate except for accrued liabilities, except Tenant shall surrender the Premises to Landlord in the condition required under this Lease.

(ii) Re-enter the Premises by summary proceedings or otherwise, expel Tenant and remove all property therefrom, use commercially reasonable efforts to relet said

premises at market rent and receive the rent therefrom; provided, however, Tenant shall remain liable for (a) Rent less any avails of reletting, after deducting from such avails the reasonable costs of obtaining possession of the Premises, including, without limitation, any brokerage commissions or finder's fees; (b) the reasonable costs of enforcing Landlord's remedies, including, without limitation, any attorneys' fees; and (c) the reasonable cost of any repairs or improvements necessary to prepare the Premises for reletting. Any and all monthly deficiencies so payable by Tenant shall be paid monthly on the date herein provided for the payment of Rent, upon Tenant's receipt of Landlord's invoice therefor.

(d) Additional Default Provisions. The remedies of Landlord herein shall be non-exclusive.

16. Default by Landlord and Remedies of Tenant.

(a) Landlord Default. The occurrence of any one or more of the following events shall be a default and breach of this Lease by Landlord:

(i) Landlord fails to perform or observe any term, condition, covenant or obligation required to be performed or observed by Landlord under the Prime Lease.

(ii) Landlord fails to perform or observe any term, condition, covenant or obligation required to be performed or observed by Landlord under this Lease for a period of sixty (60) days after notice thereof from Tenant, provided, however, that if the failure of the covenant or obligation to be performed by Landlord is of such nature that such failure cannot reasonably be cured within such sixty (60) day period, no default shall be deemed to have occurred if Landlord commences such performance as soon as reasonably possible but, in any event, within said sixty (60) day period, and thereafter diligently undertakes to continue such performance until the default is cured, but in no event shall the time to cure extend beyond one hundred eighty (180) days.

(iii) A trustee or receiver shall be appointed to take possession of all or substantially all of Landlord's assets in, on, or about the Property or of Landlord's interest in this Lease (and Landlord does not regain possession within sixty (60) days after such appointment); Landlord makes an assignment for the benefit of creditors; or substantially all of Landlord's assets in, on or about the Property or Landlord's interest in this Lease are attached or levied upon under execution (and Landlord does not discharge the same within sixty (60) days thereafter).

(iv) A petition in bankruptcy, insolvency, or for reorganization or arrangement is filed against Landlord pursuant to any federal or state statute, and, with respect to any such petition filed against it, Landlord fails to secure a stay or discharge thereof within sixty (60) days after the filing of the same.

(v) Landlord files a petition in bankruptcy, insolvency, or for reorganization or arrangement pursuant to any federal or state statute.

(b) Tenant's Remedies. Upon any such default by Landlord under this Lease, Tenant may exercise any of its rights provided at law or in equity, including but not limited to, abating Rent until such default is cured, terminating this Lease, curing such default or breach, or otherwise taking such preventative or protective action respecting the Premises and Tenant's

operations therein as Tenant in good faith reasonably determines to be necessary, appropriate, or expedient, all on behalf and at the expense of Landlord, and do all necessary work and make all necessary payments in connection therewith. Landlord shall pay Tenant the cost so paid by Tenant, together with interest thereon at the Default Rate from the date of payment until re-payment, within forty-five (45) days after notice from Tenant that such cost has been incurred. If Landlord fails to pay the amount requested by Tenant within such forty-five (45) day period, then Tenant may recoup from Rent thereafter due to Landlord the amount necessary to satisfy the payment of such indebtedness.

(c) Additional Default Provisions. The remedies of Tenant herein shall be non-exclusive.

17. Nonwaiver of Default.

The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, nor affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default and breach of the Lease shall be held to be a waiver of any other default and breach.

18. Notices.

Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced to writing and delivered in person or mailed by certified mail, postage prepaid and return receipt requested, or delivered by nationally recognized overnight courier, next day delivery, to the party who is to receive such notice. Such notices shall be to the addresses set forth in the Summary Sheet; provided, however, that the address of a party may be changed by giving written notice thereof to the other party. When delivered personally, such notice shall be deemed given when received or refused. When delivered by certified mail, the notice shall be deemed to have been delivered three (3) business days following deposit in the U.S. Mail. When delivered by nationally recognized overnight courier, the notice shall be deemed received on the next business day following deposit with such courier.

19. Landlord's Insurance.

(a) Coverages. Landlord shall purchase and maintain in force, at its own cost and expense, from and after the Effective Date of this Lease and continuing throughout the Lease Term: (i) a policy or policies of insurance with coverage at least as broad as ISO Special Form Coverage insuring risks of physical loss or damage (commonly known as "all risk") to the Building less the FSED Premises, to the extent of one hundred percent (100%) of the insurable full replacement value thereof, including extended coverage insurance, (ii) a policy or policies of commercial general liability insurance covering bodily, personal injury, and property damage, written on an occurrence basis for the applicable claim(s) to cover any liability resulting during the Lease Term, in either case with respect to the Building, Common Areas, and Property, but expressly excluding the FSED Premises, including insurance against assumed or contractual liability, with limits for liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (iii) workers compensation insurance in amounts required in accordance with applicable laws within the State where work is being performed, and (iv) automobile liability insurance covering use of all owned, non-owned, leased and hired automobiles in a minimum amount of

\$1,000,000 combined single limit per accident (and in the aggregate) for bodily injury and property damage.

(b) Additional Insured. The Landlord's commercial general liability insurance policy (or policies) shall add Tenant as additional insured with respect to this Lease.

(c) Additional Requirements. All Landlord required insurance shall be written by an insurance company or companies admitted and licensed to do business in the State where the Premises are located, with an AM Best rating of A-6 or higher. Landlord's insurance carrier shall endeavor to provide for not less than thirty (30) days written notification to Tenant prior to termination, cancellation, or material change to any such policies. Certificates of Landlord's insurance shall be provided to Tenant prior to Tenant's occupancy of the Premises. In addition, Landlord shall provide to Tenant Certificates of Landlord's insurance (i) on each anniversary of the Effective Date, and (ii) thirty (30) days prior to the expiration of each of such policies.

(d) Additional Risks or Costs Caused by Tenant's Business. If Tenant's activity or business in or at the Premises shall cause an increase in Landlord's insurance premiums, any such increased cost or premiums shall be due and payable to Landlord as Rent.

(e) Landlord's Coverages During Construction. Prior to commencing work on the Grey Shell and Interior Buildout, Landlord shall secure and maintain, or ensure that its construction contractors secure and maintain, in reasonable amounts consistent with industry standards, the following insurance policies in full force and effect: (i) builder's risk insurance for the full replacement cost of the Grey Shell and Interior Buildout, (ii) construction liability insurance, (iii) contractor's insurance, (iv) professional liability insurance, (v) performance and payment bonds, and (vi) any other policies of insurance Tenant may require in Tenant's discretion. All insurance required hereunder shall be maintained, without interruption, for at least seven (7) years following Substantial Completion of all the work on the Grey Shell and Interior Buildout.

20. Tenant's Insurance.

(a) Coverages. Tenant, as a subdivision of the State of Florida, is responsible for procuring property insurance for the FSED Premises Tenant occupies and the contents thereof as outlined in **Exhibit B-1**. Tenant shall purchase and maintain in force, at its own cost and expense, at all times during the Lease Term: (i) a policy or policies of insurance or a fully funded self-insurance program in accordance with section §768.28, Florida Statutes, as amended, or a combination thereof with coverage at least as broad as ISO Special Form Coverage insuring risks of physical loss or damage (commonly known as "all risk") to the Grey Shell and Interior Buildout improvements and all property and fixtures in the Premises owned by Tenant, to the extent of one hundred percent (100%) of the insurable full replacement value thereof, against fire and casualties, including extended coverage insurance, (ii) a policy or policies of commercial general liability insurance or a fully funded self-insurance program in accordance with section §768.28, Florida Statutes, as amended, or a combination thereof covering bodily, personal injury, and property damage, written on an occurrence basis, or, if written on a "claims made" basis, then "tail" or insurance "retro-date" will be required for a period of not less than three (3) years (or such longer period as may be required to cover the duration of the statute of limitations for the applicable claim(s)) to cover any liability resulting during the Lease Term, in either case with respect to the Premises and the business operated therein by Tenant, including insurance against assumed or

contractual liability, with limits for liability of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

(b) Additional Requirements. Tenant's insurance carrier shall endeavor to provide for not less than thirty (30) days written notification to Landlord prior to termination, cancellation, or material change to any such policies. Certificates of Tenant's insurance shall be provided to Landlord prior to Tenant's occupancy of the Premises. In addition, Tenant shall provide to Landlord Certificates of Tenant's insurance upon Landlord's request.

21. Mutual Waiver of Subrogation.

Except as otherwise provided in this Lease, Landlord and Tenant hereby waive their rights of recovery against each other under common law for any loss, damage or injury resulting from insured perils to person or property under policies required to be carried hereunder by such party, occurring in, on and around the Premises, Building, and the Property.

22. Indemnification.

(a) Indemnification by Tenant. Subject to the provisions of § 768.28, Fla. Stat., Tenant shall indemnify Landlord and all of its affiliates, employees, agents, directors, officers, successors and assigns, from and against any and all losses, liability, claims, suits, proceedings, damages, claims and allegations of any kind, brought by any third party, including, but not limited to, reasonable attorneys' fees, costs and expenses, arising out of Tenant's (including Tenant's entities, affiliates, employees, servants, agents, directors, and officers) (collectively, "Claims"), (i) failure to comply with the terms or conditions of this Lease, (ii) negligence or misconduct (to the extent permissible under § 768.28, Fla. Stat.) in performing under or in any way connected with this Lease, (iii) use of the Premises, Common Area, Building and surrounding Property but excepting those Claims which result, in whole or in part, directly or indirectly, from the default or negligence of Landlord, its agents, employees, successors or assigns, (iv) any damage to the Property arising from any negligent act or omission of Tenant, or (v) any injury or death of persons or damage to any personal property located anywhere on or about the Property arising from any negligent act or omission of Tenant. Notwithstanding anything to the contrary in this Lease, Tenant shall not be required to indemnify or insure Landlord for Landlord's negligence or to assume any liability for Landlord's negligence.

(b) Indemnification by Landlord. Landlord shall indemnify Tenant and all of its affiliates, employees, agents, directors, officers, successors and assigns, from and against Claims, including, but not limited to, reasonable attorneys' fees, costs and expenses, arising out of Landlord's (including Landlord's entities, affiliates, employees, servants, agents, directors, and officers) (i) failure to comply with the terms or conditions of this Lease; (ii) negligence or willful misconduct in performing under or in any way connected with this Lease; (iii) use of the Property, including, without limitation, the Building, Premises, and Common Area, but excepting those Claims which result, in whole or in part, directly or indirectly, from the default or negligence of Tenant, its ministries, entities, agents, employees, successors or assigns; (iv) any damage to the Property arising from any negligent act or omission of Landlord; or (v) any injury or death of persons or damage to any personal property located anywhere on or about the Property arising from any negligent act or omission of Landlord. Notwithstanding anything to the contrary in this Lease, Landlord shall not be required to indemnify or insure Tenant for Tenant's negligence or to assume any liability for Tenant's negligence.

(c) Where Both Parties Have Responsibility. If both parties have an obligation to the other under the foregoing provisions, tort comparative fault principles shall be applied to allocate payment between the parties.

(d) Notifications Regarding Indemnities. Both Landlord and Tenant agree to give the other party notice of any claim or liability which may give rise to indemnification under this Section 22, and do so within a commercially reasonable time following such party's receipt of notice of intent or notice of claim.

(e) Survival. The terms of each of the insurance, waiver of subrogation, coverage requirements, and indemnification provisions of this Lease shall survive the termination of this Lease.

23. Hazardous Materials.

(a) Representations. Landlord hereby represents and warrants to Tenant, to the best of its knowledge and as may be disclosed in any existing environmental reports, as follows:

(i) No Hazardous Materials (defined below) are currently placed, held, located, or disposed of at the Property;

(ii) No part of the Property is or has been used for the disposal, storage, treatment, processing or other handling of Hazardous Materials; and

(iii) No investigation, administrative order, consent order and agreement, litigation, or settlement with respect to Hazardous Materials is in existence or, to the best of Landlord's knowledge, proposed, threatened, or anticipated with respect to the Property. No portion of the Property is currently on, and to Landlord's knowledge, has never been on, any federal or state "Superfund" or "Superlien" list.

(b) Hazardous Material. For the purpose of this Lease, "Hazardous Material" shall mean (i) Hazardous Waste as defined by the federal Resource Conservation and Recovery Act ("RCRA") as amended from time to time, and regulations promulgated thereunder, (ii) any hazardous substance as defined by either the federal Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), or under the laws of the state in which the Premises are located, as may be amended from time to time, and regulations promulgated thereunder, (iii) asbestos, (iv) underground or above-ground storage tanks, (v) any substance the presence of which on the Premises is prohibited by any governmental requirement, (vi) any other substance which, by any governmental requirement, requires special handling or notification of any federal, state, or local governmental entity in its collection, storage, treatment, or disposal, (vii) urea formaldehyde insulation, (viii) "toxic chemicals," "hazardous chemicals," or "extremely hazardous substances," under either the Emergency Planning and Community Right to Know Act of 1986 or OSHA, (ix) any "pollutant" within the meaning of the Federal Clean Water Act and the regulations promulgated thereunder, and (x) any substance governed by the Toxic Substances Control Act. For the purpose of this Lease, "Hazardous Material" shall not include any substance packaged for retail sale to consumers in the ordinary course of business, nor shall it include customary quantities of routine janitorial, maintenance, and cleaning supplies.

(c) Environmental Law. For the purpose of this Lease, "Environmental Law" shall mean CERCLA, RCRA, and any other federal, state, or local law, regulation, ordinance, or other legally binding requirement relating to the protection of the environment (including soil, water, and air quality) or public health, or establishing liability for the cleanup or other response to environmental contamination or for damage to any natural resource.

(d) Subject to the provisions of § 768.28, Fla. Stat., Tenant agrees to indemnify Landlord, Landlord's successors and assigns, and Landlord's present and future partners, officers, directors, employees, and agents (collectively "**Landlord Indemnitees**") from and against any and all liabilities, penalties, fines, forfeitures, demands, damages, losses, claims, causes of action, suits, judgments, and costs and expenses incidental thereto (including costs of defense, settlement, reasonable attorneys' fees, reasonable consultant fees, and reasonable expert fees), which Landlord or any or all of the Landlord Indemnitees may hereafter suffer, incur, be responsible for, or disburse as a result of any damages caused by, related to, or arising out of any Hazardous Materials on or about the Premises to the extent that any such existence is caused or aggravated by the activities of Tenant, Tenant's past, present, or future employees, agents, and/or any other persons or entities reasonably within the control of Tenant. Tenant's obligations as set forth in this section shall not apply if the existence of any Hazardous Materials is caused by, related to, or arises from the actions or omissions of any party other than Tenant, including, but not limited to, Landlord and Landlord's invitees. This provision shall survive termination of the Lease.

(e) Subject to the provisions of § 768.28, Fla. Stat. as if Landlord were a state agency or subdivision, Landlord agrees to indemnify and save harmless Tenant and Tenant's present and future officers, directors, employees, and agents (collectively "**Tenant Indemnitees**") from and against any and all liabilities, penalties, fines, forfeitures, demands, damages, losses, claims, causes of action, suits, judgments, and costs and expenses incidental thereto (including costs of defense, settlement, reasonable attorneys' fees, reasonable consultant fees, and reasonable expert fees), which Tenant or any or all of the Tenant Indemnitees may hereafter suffer, incur, be responsible for, or disburse as a result of any damages caused by, related to, or arising out of any Hazardous Materials on or about the Premises to the extent that any such existence is caused or aggravated by the activities of Landlord, Landlord's past, present, or future employees, agents, and/or any other persons or entities reasonably within the control of Landlord. Landlord's obligations as set forth in this section shall not apply if the existence of any Hazardous Materials is caused by, related to, or arises from the actions or omissions of any party other than Landlord, including, but not limited to, Tenant. This provision shall survive termination of the Lease.

24. Additional Requirements.

(a) Applicable Health Care Laws. The parties intend that this Lease comply at all times with federal and state laws applicable to relationships between healthcare providers (collectively, "**Applicable Health Care Laws**"), including without limitation, 42 U.S.C. § 1395nn (the "**Stark Law**"), and 42 U.S.C. § 1320a-7b(b), (the "**Anti-Kickback Statute**"). If at any time, as a result of the issuance of new federal regulations, or otherwise, this Lease does not comply with Applicable Health Care Laws, then the parties shall use good faith efforts to conform the Lease in such a manner so that it does comply with Applicable Health Care Laws. If after the exercise of such good faith efforts, the parties determine that the Lease cannot be so conformed, either party may terminate this Lease, immediately upon written notice to the other party.

(b) No Referrals. The parties acknowledge and agree that the amount of Rent is consistent with fair market value, has not been determined in a manner that takes into account the volume or value of any referrals or other business generated between the parties, does not involve payment for referrals for medical services, and would be commercially reasonable irrespective of whether any referrals are ever made between the parties. No payment is made under this Lease in return for the referral of patients or in return for the ordering, purchasing, or leasing of products or services from Landlord or Tenant. Landlord and Tenant hereby acknowledge their respective obligations to provide patients with freedom of choice, and agree that nothing in this Lease shall be construed to require Landlord or Tenant to make referrals of patients to one another.

(c) Corporate Compliance and Ethics Program. Landlord acknowledges that Tenant has adopted a program to facilitate its compliance with state and federal laws and regulations including, without limitation, Section 6032 of the Deficit Reduction Act of 2005, the Anti-Kickback Statute, the Stark Law, and any other federal or state law provision governing fraud and abuse or self-referrals under the Medicare or Medicaid programs, as well as conflicts of interest and ethics under Florida law, as all such provisions may be amended from time to time. (“**Compliance and Ethics Program**”). Landlord acknowledges that (a) a summary of the Compliance and Ethics Program and a link to Tenant’s Policies have been provided to Landlord, and (b) Landlord has reviewed such materials. To the extent that Landlord is providing patient care items or services or performing billing or coding functions on behalf of Tenant under this Lease, Landlord understands and agrees that Landlord’s employees, agents, or subcontractors performing such services under this Lease shall participate in the Compliance and Ethics Program and any and all in-service compliance education programs and activities, as requested by Tenant, as an integral part of Landlord’s duties and responsibilities. Landlord understands that the Compliance and Ethics Program shall change from time to time and Landlord agrees to, and cause Landlord’s employees, agents, and subcontractors to, adhere to the codes, policies, and guidelines of the Compliance and Ethics Program as they may be modified in the future. Landlord’s performance of Landlord’s job responsibilities in a manner consistent with the Compliance and Ethics Program shall be elements of Tenant’s evaluation of Landlord’s performance under this Lease. In addition, Landlord and Landlord’s employees, agents, and subcontractors are subject to and shall at all times comply with the provisions of Tenant’s Policies and Procedures which are applicable to any services rendered by Landlord under this Lease, all as adopted and amended from time to time and then in effect.

(d) Compliance with Healthcare Regulatory Laws. By executing this Lease, each Party certifies that it shall not violate the Anti-Kickback Statute, Stark Law, or any other Applicable Health Care Laws, as applicable with respect to their performance of this Lease. A copy of Tenant’s Code of Conduct and Stark Law and Anti-Kickback Statute Policies and Procedures can be found at <https://www.browardhealth.org/pages/Written-Policies-and-Procedures> and is hereby incorporated herein by reference.

(e) Landlord Disclosure. Landlord hereby represents and warrants to Tenant that, in **Exhibit I** attached hereto and incorporated herein by reference, Landlord has fully and completely disclosed to Tenant whether any physician or immediate family member of a physician has an ownership interest in Landlord and, if so, the full name and address of any such physician(s) and any such immediate family member(s) and their relationship to such physician(s), as such terms are defined, from time to time, by the Stark Law. Within thirty (30) days following any occurrence that causes Landlord’s disclosure in **Exhibit I** to become inaccurate, Landlord shall

provide to Tenant notice of such change, which such notice shall identify any such changes and contain the information required under this **Section 24(e)**. Further, to the extent applicable, any Ownership and Financial Conflict Form and other such conflict compliance documents (the "Conflict Forms") submitted by Landlord to Tenant for review by Tenant's Corporate Compliance and Ethics Department to determine whether there are any compliance or conflict issues prior the Lease Term are hereby incorporated herein by reference for purposes of Tenant's conflict of interest policies and state and federal law. In the event any information listed in the Conflict Forms submitted by Landlord to Tenant creates an actual or perceived conflict of interest, such conflict shall be reviewed and discussed with Landlord. In the event Tenant reasonably determines that there may be an actual or perceived conflict of interest, the Parties shall negotiate in good faith an appropriate resolution.

(f) **Tenant's Status.** If at any time Tenant in good faith determines that this Lease must be modified or terminated in order to: (i) preserve the tax-exempt status of Tenant; (ii) preserve Tenant's ability to receive or retain the proceeds of tax-exempt bonds; (iii) preserve Tenant's ability to participate or receive reimbursement under the Medicare, Medicaid, or other insurance or managed care program; (iv) preserve Tenant's licensure or accreditation; (v) prevent exposing the Tenant to civil or criminal penalties; or (vi) permit Tenant to comply with applicable state or federal laws and regulations, then the parties shall use all due diligence and good faith efforts to conform the Lease in such a manner to address and remedy such condition. If after the exercise of such good faith efforts, the parties determine that the Lease cannot be so conformed, Tenant may terminate this Lease upon one hundred eighty (180) day's prior written notice to the Landlord.

(g) **Privacy Requirements.** Landlord's entry of the Premises pursuant to **Section 28(i)** shall be subject to the following: Tenant is subject to privacy requirements under the Health Insurance and Portability and Accountability Act ("HIPAA") and other laws and regulations. Landlord and its contractors shall abide by such privacy requirements and shall execute documents regarding privacy requirements and confidentiality if so requested by Tenant. Except as otherwise required in the case of emergency or otherwise in accordance with the terms of this Lease, Landlord agrees for the benefit of Tenant (i) to refrain from entering the Premises when patients are being examined, (ii) to enter the Premises only when Landlord is accompanied by a Tenant representative except for in the event of emergency which necessitates the entry of Landlord, (iii) to indemnify Tenant for claims of patients due to intentional or negligent acts or omissions of Landlord, and (iv) as to the portion of the Premises housing Protected Health Information ("PHI") as defined by HIPAA, to establish a protocol to limit Landlord access to those Landlord parties who sign-in or are otherwise identified or preapproved by Tenant.

(h) **Storage of Patient Information.** To the extent that Landlord stores any patient information accessed under this Lease, by executing this Lease, Landlord is certifying that such patient information shall, whether stored in either a physical or virtual environment (including through a third-party or subcontracted computing facility or an entity providing cloud computing services), be physically maintained in the continental United States or its territories or Canada pursuant to § 408.051(3), Fla. Stat.

(i) **Condition of Premises.** Landlord shall maintain and operate the Building and Common Areas (but specifically excluding the FSED Premises) in good condition and repair, and in compliance with applicable federal, state, and local laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, including, without limitation, building,

health, life safety, and fire codes. Upon request by Tenant, Landlord shall provide copies of testing, reporting, tracking, surveys, inspections, investigations, and notices produced in connection with such compliance. Tenant shall have the right, but not the obligation, in its sole discretion, to consult Landlord with such repair, maintenance, and compliance. Notwithstanding this section, Landlord shall not be liable for any noncompliance with any with applicable federal, state, and local laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, including, without limitation, building, health, life safety, and fire codes due to the modification to the Premises made by Tenant or use of the Premises by Tenant. Tenant shall at all times maintain and operate the FSED Premises.

(j) Confidentiality. Except as otherwise required by law or as provided in this Lease, during the Lease Term and thereafter, Landlord shall, and shall cause its respective directors, officers, managers, members, employees, contractors, and agents to hold Confidential Information (as defined below) in strictest confidence and in accordance with state and federal law. Landlord shall refrain from using, for its own benefit or disclosing to third parties, any and all communications, actions, information, knowledge, or data regarding the business operations of Tenant which is not generally known to the public or generally known within the health care industry, including, but not limited to, information relating to patient medical records, financial affairs, services, patients, clinical practice protocols, quality assurance mechanisms, employees, employees' compensation, accounting, marketing, trade secrets and other proprietary information, proposed or actual business plans or operations, and parties with whom the Tenant has a business relationship ("Confidential Information"). This obligation of confidentiality shall survive the termination or expiration of this Lease. Upon termination of this Lease, Landlord shall: (i) within thirty (30) days of termination, promptly return to Tenant or, at Tenant's direction, promptly destroy all Confidential Information (other than patient medical records), including all copies of documents, notes, or materials made by Landlord or at its direction, (ii) certify in writing to Tenant that it has so complied, and (iii) not use Confidential Information or transact business in a manner in any way based upon or utilizing Confidential Information.

(k) Confidential Information Under Florida's Public Records Laws. Landlord acknowledges and agrees that Tenant, as a public entity, is subject to disclosure obligations pursuant to Chapter 119, Fla. Stat., which makes materials communicated to or from Tenant subject to disclosure unless specifically exempted from disclosure or made confidential under Florida law. Landlord shall be solely responsible for any legal actions necessary to defend an assertion of a trade secret or other exemption from public record disclosure pertaining to Landlord's records. Landlord understands and agrees that Tenant bears no responsibility regarding the confidentiality of any Landlord trade secret materials in Tenant's possession other than the aforementioned.

(l) No Smoking. Neither Tenant nor Landlord shall permit smoking inside or outside of the Building, or elsewhere on the Property.

25. Operations and Programming

(a) Operations. The Tenant shall be responsible for the staffing and costs associated with the operation of Tenant's use. The Tenant agrees to provide and assign a Staff Leader (the "Staff Leader") or similar position. In the event that position is vacant and/or replaced with a new individual, the Tenant shall notify the Landlord of any changes to the Staff Leader.

(b) Programming. The Landlord and Tenant shall work together to provide health and wellness program offerings, screenings, clinics, education seminars, physicals, training, nutrition and healthy eating classes (the "**Comprehensive Programs**"). The Staff Leader shall work with the Landlord on creating a monthly calendar to market and promote the Comprehensive Programs which shall be consistent with Applicable Health Care Laws.

(c) Use of Facility for Comprehensive Programs. The Landlord and Tenant shall meet on a quarterly basis to discuss and coordinate the Comprehensive Programming and use of the Building for this service. Subject to mutual agreement, the Tenant has the right to use portions of the Building for the programs and services offered at no cost to the Tenant. The Tenant is to provide a written notice specifying the nature of the program and/or services, the requested scheduling and space requirements. Other than in the Premises, the Landlord can approve or deny the request based solely upon whether the requested scheduling and space availability for the Tenant's program conflict with the Landlord scheduled programs and/or programs offered by the Landlord.

26. Compliance with Prime Lease.

(a) Prime Lease. Notwithstanding anything in this Lease to the contrary, this Lease (and all of Landlord's obligations hereunder) shall be subject and subordinate to all of the terms, covenants, conditions and provisions of the Prime Lease and to all the title and other matters to which the Prime Lease is subject and/or subordinate. The terms, covenants, conditions, and provisions of the Prime Lease (including the remedies provided in the Prime Lease) concerning the Landlord's obligations are incorporated into this Lease by reference, and shall constitute the terms, covenants, obligations, responsibilities, conditions and provisions of this Lease to be performed by Tenant, except to the extent that they are inapplicable to, inconsistent with, or expressly modified by the provisions of this Lease. The parties agree to observe and perform the terms, covenants and provisions on their respective parts to be observed and performed under this Lease, including, but not limited to, those terms, covenants, obligations, responsibilities, conditions, and provisions of the Prime Lease which are incorporated into this Lease. In the event Landlord shall fail to perform its obligations under the Prime Lease, Tenant may perform Landlord's obligations under the Prime Lease if all of the following conditions are met: (i) Tenant delivers written notice to Landlord specifying Landlord's failure to perform certain obligations under the Prime Lease; (ii) Landlord's failure to perform such obligations specified in Tenant's written notice to Landlord continue for sixty (60) days after delivery of such written notice, provided, however, that if the failure is of the nature that it cannot reasonably be cured within such sixty (60) day period, this condition will not be met so long as Landlord commences to cure such failure within said sixty (60) day period and thereafter continues to perform its obligations under the Prime Lease until the failure is cured, but in no event shall the time to cure extend beyond one hundred eighty (180) days; and (iii) and Prime Landlord consents to Tenant's performance of the same.

(b) Protection of Prime Lease. Landlord agrees not to (i) take any action which would or could, with the giving of notice and/or the passage of time, be a default under the Prime Lease, or allow the Prime Landlord to terminate the Prime Lease prior to its natural expiration, (ii) modify or waive any term, condition or provision of the Prime Lease in any material respect which would affect any of Tenant's rights under this Lease or increase any of Tenant's obligations under the Prime Lease, or (iii) exercise any right to terminate the Prime Lease or surrender the Leased

Premises (as defined in the Prime Lease) to Prime Landlord. Tenant shall not have any rights in the Leased Premises greater than Landlord's rights under the Prime Lease unless otherwise agreed to by the Prime Landlord.

(c) Limitation on Prime Landlord's Obligation. Notwithstanding anything contained in this Lease (including any provisions of the Prime Lease which are incorporated by reference into this Lease), Tenant acknowledges and agrees that Prime Landlord shall have no obligation, liability, or responsibility whatsoever to Tenant (i) to provide or perform any work, supply or cause to be supplied, or expend any money to provide, any service, utility, repair, alteration, maintenance, or restoration in or relating to the Leased Premises (and Tenant shall look solely to Landlord for the provision of same), (ii) to comply with any laws or requirements of public authorities which relate to the Leased Premises, (iii) to repair or restore the Leased Premises in the event of condemnation or damage or destruction by fire or other casualty, or (iv) as to any warranty or representation of Prime Landlord under the Prime Lease. Tenant shall undertake all repair obligations of Landlord under the Prime Lease as to the Leased Premises. Wherever it is provided in the Prime Lease that Prime Landlord thereunder has the right to elect to perform any covenant of the tenant thereunder upon default of the tenant in observing or complying with such covenant, such right shall inure to the benefit of Landlord. Except in the event of an emergency, Landlord agrees to give Tenant reasonable prior notice of such performance prior to undertaking such performance.

(d) Default by Prime Landlord. If Prime Landlord defaults under any obligations under the Prime Lease such default shall not constitute or give rise to a default by Landlord under this Lease. Landlord shall not be obligated to cure Prime Landlord's default or undertake the obligation in respect of which Prime Landlord shall have defaulted and Landlord shall not be liable to Tenant on account thereof. Except as provided below, any condition resulting from such default by Prime Landlord shall not constitute an eviction, actual or constructive, of Tenant. Except as provided herein, no such default by Prime Landlord (except as provided below) shall excuse either Landlord or Tenant from the performance or observance of any of its obligations to be performed or observed under this Lease or shall entitle Landlord or Tenant to terminate this Lease or to any reduction in or abatement of the basic monthly rent or other charges provided for in this Lease. In furtherance of the foregoing, Tenant to the extent permitted by law and except as provided below, does hereby waive any cause of action and any right to bring an action against Landlord by reason of any act or omission of Prime Landlord under the Prime Lease. Notwithstanding the foregoing, Tenant shall give notice to Landlord of any default by Prime Landlord, and Landlord shall use good faith efforts to notify Prime Landlord so that Prime Landlord shall carry out its obligations under the Prime Lease, and Landlord agrees to use reasonable efforts to enforce the provisions of the Prime Lease that relate to the Leased Premises. Further, Landlord agrees to provide to Tenant written notice of any material default of the Prime Lease by the Landlord and/or Prime Landlord. If Landlord shall have the right to proceed against or to otherwise enforce any rights against Prime Landlord or any other party under the Prime Lease, due to the default of Prime Landlord or another party, and Landlord fails, within a reasonable period after written request by Tenant, to enforce such rights, Tenant shall have the right, whether in Tenant's own name or in the name of Landlord, to enforce any rights of Landlord. Further notwithstanding, if a default by the Prime Landlord results in the inability of Tenant to continue to occupy and Lease the Premises, or if Landlord seeks to terminate the Prime Lease due to default of Prime Landlord, Landlord shall promptly provide prior written notice to Tenant before such termination of the Prime Lease. To the extent that Tenant is unable to continue to occupy and lease

the Premises due to Prime Landlord's defaults under any obligations under the Prime Lease, the Tenant may terminate the Lease by giving thirty (30) days prior notice to Landlord and Tenant's obligations under this Lease shall terminate therewith except any obligations accrued prior to the date of termination and except obligations that expressly survive expiration or termination of this Lease.

(e) Termination of Prime Lease. In the event of and upon the termination, surrender or cancellation of the Prime Lease pursuant to any of the provisions thereof, this Lease shall automatically terminate as if such date of termination was the scheduled expiration date, and Tenant shall have no claim against Landlord of any kind whatsoever arising out of or in connection with such termination; provided, however, that Landlord shall not interfere with Tenant's entry into a separate lease with the Prime Landlord to continue to occupy the Premises.

(f) Prime Landlord's Consent to this Lease. This Lease shall be of no force or effect unless and until Prime Landlord shall grant its written consent to it. Landlord shall use commercially reasonable efforts to obtain said consent. Further, Landlord, Tenant, and Prime Landlord shall execute the Recognition Agreement (the "**Recognition Agreement**"), attached hereto and incorporated herein as Exhibit L, the execution and delivery of which shall be a precondition to the validity of this Lease and this Lease shall be of no force or effect unless and until the Recognition Agreement is executed by all the foregoing parties.

(g) Landlord's Obligations Pertaining to Prime Lease. Landlord hereby represents and warrants that (i) it is the tenant under the Prime Lease, and (ii) Landlord is not in default in the performance of its obligations and covenants under the Prime Lease. Further, and notwithstanding anything herein to the contrary, Landlord hereby covenants and agrees to (i) timely exercise all extension options under the Prime Lease, if any, necessary for the Prime Lease to remain in effect for the Lease Term, (ii) make all rent payments required under the Prime Lease prior to or by their due date or within any cure periods, (iii) timely comply with all applicable terms of the Prime Lease within any cure periods, and (iv) at all times keep the Prime Lease in full force and effect throughout the Lease Term and all extensions thereof (except to the extent such extensions of the Lease Term would exceed the term of the Prime Lease), and not exercise any right to terminate the Prime Lease for any reason, without the prior written consent of Tenant, which consent may not be unreasonably withheld and shall constitute a waiver of any claims Tenant may have against Landlord under this Lease related to the termination of the Prime Lease, provided Landlord does not interfere with Tenant's ability to enter into a separate lease with the Prime Landlord to continue to occupy the Premises. If the Prime Lease terminates, this Lease shall terminate, and the parties shall be relieved from all liabilities and obligations under this Lease; provided, however, that if this Lease terminates as a result of a default of one of the parties under this Lease or the Prime Lease or both, the defaulting party shall be liable to the non-defaulting party for all damage suffered by the non-defaulting party as a result of the termination; and provided, further, that if the Prime Lease terminates as a result of the acquisition of the ownership of the fee interest in the Property by the Landlord or any affiliate of Landlord, notwithstanding the foregoing, this Lease shall remain in full force and effect, subject to the remaining terms and conditions hereof, and the Landlord shall recognize the Tenant as the tenant under this Lease, and the Tenant shall attorn to the Landlord as landlord under this Lease. Landlord hereby covenants and agrees to (i) not enter into any amendments or modifications of the Prime Lease hereafter, or to exercise any rights under the Prime Lease either of which would adversely and materially affect Tenant's rights and obligations hereunder, and (ii) not enter into, or allow any affiliate of Landlord

to enter into, any understanding, contract, agreement or commitment to purchase the Property or the Premises or any interest therein which would cause this Lease to terminate or be affected in a material and adverse fashion, without, in each instance, Tenant's prior written approval. Landlord shall promptly provide Tenant with copies of all formal notices sent by either Prime Landlord or Landlord under the Prime Lease, including notices of default.

27. Development Deadlines and Early Termination of Lease.

(a) City Approval Deadline. In the event Landlord does not obtain the Prime Landlord consent under **Section 26(f)**, along with the Recognition Agreement, within six (6) months after the expiration of the Prime Landlord Approval Deadline, Landlord and Tenant shall each have the right to terminate this Lease by providing notice to the other party within thirty (30) days after said outside date.

(b) Construction Financing Deadline. In the event Landlord does not obtain the commitment(s) from financing sources necessary, in Landlord's sole and absolute discretion, to complete the Building within six (6) months after the expiration of the Construction Financing Deadline, Landlord and Tenant shall each have the right to terminate this Lease by providing notice to the other party within thirty (30) days after said outside date.

(c) Development Approval Deadline. In the event Landlord does not obtain all necessary zoning and governmental approvals necessary to start construction of the Building, (exclusive of the actual building permits) within six (6) months after the expiration of the Development Approval Deadline, Landlord and Tenant shall each have the right to terminate this Lease by providing notice to the other party within thirty (30) days after said outside date.

(d) Return of Grey Shell and Interior Buildout Costs. In the event that Landlord or Tenant terminates this Lease in any of the foregoing circumstances provided in this **Section 27**, Landlord agrees that Tenant shall not be responsible for any Grey Shell Costs or Interior Buildout Costs beyond the previously approved Softs Costs currently being incurred to keep the project moving forward. Accordingly, Landlord agrees, no later than thirty (30) days following the termination, to refund Tenant the Grey Shell Reimbursement, any Grey Shell Costs, and Interior Buildout Costs (beyond the previously approved Softs Costs currently being incurred to keep the project moving forward), if any, that Tenant advanced, incurred, or paid to the Landlord following the full execution of this Lease. For purposes of this **Section 27(d)**, "Soft Costs" means overhead expenses and intangible costs not directly tied to but which are ordinarily and reasonably incurred with the physical construction of the Building, such as planning permits, design fees, land costs and surveying, and other assessments.

28. Miscellaneous Provisions.

(a) Estoppel Certificate. Each of Tenant and Landlord agree, upon not less than twenty (20) days prior written notice by the requesting party, to execute, acknowledge and deliver to the requesting party a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications stating such modifications), (ii) stating the dates to which the Rent and any other charges hereunder have been paid by Tenant, (iii) stating whether or not to the knowledge of the non-requesting party, the requesting party is in default in the performance of any covenant, agreement or condition contained in this Lease (or would be in default with the passage of time provided by applicable cure periods), and if so, specifying each

such default of which the non-requesting party may have knowledge, and (iv) stating the address to which notices to the non-requesting party should be sent. Any such certificate to be signed by Tenant shall be in similar form to that attached hereto as Exhibit J.

(b) Recording. Neither Landlord nor Tenant shall record this Lease nor a Memorandum of this Lease (see Exhibit K) without the consent of the other.

(c) Indemnification for Leasing Commissions. Each party represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease. Both parties indemnify and hold the other party harmless for any and all liability incurred by or in connection with the negotiation or execution of this Lease for any real estate broker's leasing commission or finder's fee which has been claimed by any real estate broker or other person on such party's behalf. Nothing in this section is intended to nor shall it extend or alter Tenant's limitation of liability provided in § 768.28, Fla. Stat.

(d) Governing Law. This Lease shall be construed and enforced in accordance with the laws of that state in which the Premises are located. Legal proceedings with respect to this Lease shall be filed either in the court of competent jurisdiction of the county where the Premises subject to this Lease are located, or in the federal court of competent jurisdiction.

(e) Successors and Assigns. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as well as the parties themselves. All covenants and agreements contained in this Lease run with the land.

(f) Severability of Invalid Provisions. If any provision of this Lease shall be held to be invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(g) Quiet Enjoyment. Landlord covenants, represents, and warrants that Landlord has full right and power to execute and perform this Lease and to grant the estate demised herein, and that Tenant, on payment of Rent and performance of the covenants and agreements hereof, shall peaceably and quietly have, hold, and enjoy the Premises and all rights, easements, appurtenances and privileges belonging or in any way pertaining thereto during the Lease Term without interference, molestation, or hindrance of any person whomsoever.

(h) Holding Over. If Tenant remains in possession after expiration of the Lease Term hereof, without Landlord's acquiescence and without written agreement of the parties, Tenant shall be liable to Landlord for all damages, including any consequential damages, that Landlord may suffer by reason of any holding over by Tenant, and Tenant shall, subject to the limits of § 768.28, Fla. Stat., indemnify Landlord against all costs, claims, loss, or liability resulting from delay by Tenant in so surrendering the Premises, including any claims made by any succeeding tenant founded on any delay. No holding over by Tenant or payments of money by Tenant to Landlord after the expiration of the Term shall be construed to extend the Term or prevent Landlord from immediate recovery of possession of the Premises. If Tenant holds over in all or any part of the Premises, such possession shall constitute a tenancy at sufferance, and the Base Rent shall be increased to an amount equal to the Base Rent payable during the last month of the Term multiplied by 150% and plus any other sums due hereunder shall be payable in the amounts and at the times specified in this Lease.

(i) Surrender of the Premises. Upon the expiration or earlier termination of this Lease, or upon the exercise by Landlord of its right to reenter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition and repair, except for ordinary wear and tear, and damage which Tenant is not obligated to repair, and loss or damage by fire, the elements, or other casualty, or condemnation. Upon such expiration or termination, Tenant shall have the right to remove its Alterations and the Property as provided in Section 10 hereof, and its personal property and trade fixtures. Tenant shall promptly repair any damage caused by any such removal.

(j) Right of Entry. Tenant shall permit Landlord and its agents, employees, and representatives to enter into or upon the Premises with forty-eight (48) hour notice for the purpose of inspecting the Premises, or maintaining the Building (including the maintenance of all fixtures, equipment and other appurtenances thereto). A representative of Tenant shall at all times accompany Landlord during Landlord's entry into or upon the Premises. Landlord's access to the Premises shall not unreasonably interfere with Tenant's use of the Premises in the normal course. All repairs and maintenance shall be done during non-business hours of Tenant, if reasonably possible.

(k) Complete Agreement; Amendments. This Lease, including the Summary Sheet, all Exhibits and Schedules, constitutes the entire agreement between the parties hereto with respect to the Premises; it supersedes all previous understandings and agreements between the parties with respect to the Premises, if any; and no oral or implied representation or understandings shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(l) Headings, Number, Gender & Construction. The headings contained in this Lease are for reference purposes only and shall not affect in any way the meaning or interpretation of this Lease. When the context requires, the gender of all words includes the masculine, feminine, and neuter, and the number of all words includes the singular and plural. The use of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Lease as a whole, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Lease. The term "shall" is mandatory and "may" is optional. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof, and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

(m) Relationship of the Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer, or any association between Landlord and Tenant.

(n) Third Parties. This Lease is entered into solely for the benefit of the parties hereto and their approved successors in interest, and is not entered into for the benefit of any other person or entity. Without limiting the generality of the foregoing, this Lease shall not be construed

as establishing, with respect to any third party, any obligation, duty, or standard of care or practice different from or in addition to whatever obligations, duties or practices may exist separate and apart from this Lease.

(o) Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

(p) Independent Covenants. Any failure by any party to insist upon the strict performance of any covenant, agreement, term, or condition of this Lease or to exercise a right or remedy shall not operate as, or be construed to be, a waiver of any existing or subsequent breach of the same or other provision of this Lease and such party shall be free to reinstate any such covenant, agreement, term, condition, right or remedy with or without notice to the other party. The rights and remedies of the parties to this Lease are cumulative and not alternative.

(q) Publicity. Without limitation, Landlord shall not, without prior written consent of Tenant in each instance, use in Landlord's advertising, publicity, or other promotional endeavor, Tenant's logo, the name "Broward Health" or "North Broward Hospital District," the name or logo of any of Tenant's affiliates or subsidiaries, the name of any Tenant commissioner, officer, employee, or agent, or otherwise represent, directly or indirectly, that any product or service provided by Landlord has been endorsed by Tenant.

(r) Authorization. Landlord shall not, without authorization first being given by Tenant: (a) use or pledge money or credit of Tenant; (b) release or discharge any debt due to Tenant without receiving the full amount thereof; (c) commit any act causing seizure or attachment of the Tenant's property; or (d) cause Tenant to become a guarantor, surety, or endorser, or give any note which obligates Tenant.

(s) Sovereign Immunity. Notwithstanding any contrary provision in this Lease or any exhibits or other documents referenced and incorporated into this Lease, the parties hereto acknowledge and agree that Tenant, as a special taxing district of the State of Florida, enjoys the benefits of sovereign immunity, and that nothing contained herein shall be construed as a waiver or limitation of Tenant's such sovereign immunity. Regardless of whether such liability be in contract, tort, or other theory of liability, Tenant's liability shall be subject to the limits provided in § 768.28, Fla. Stat. All terms and provisions in this Lease, or any disagreement or dispute concerning it, shall be construed or resolved so as to ensure Tenant of the limitation on liability provided to political subdivisions of Florida as established in § 768.28, Fla. Stat. Any provision in this Lease that requires Tenant to indemnify, hold harmless, or defend Landlord from liability for any other reason shall not alter or waive Tenant's sovereign immunity, nor shall it extend Tenant's liability beyond the limits established in § 768.28, Fla. Stat.

(t) Joint Effort. The preparation of this Lease has been a joint effort of Landlord and Tenant, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

(u) Calculation of Time. Unless specifically stated otherwise, any reference to a specific period of days shall be interpreted as a reference to calendar days; provided however, that if such period would otherwise end on a Saturday, Sunday or generally recognized holiday, then the period shall be deemed to end on the next business day.

(v) Force Majeure. Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Lease, for any failure or delay in fulfilling or performing any obligation under this Lease, when and to the extent such failure or delay is caused by any of the following events: (i) acts of God; (ii) floods, fires, earthquakes, explosions, or other natural disasters; (iii) wars, invasions, hostilities, terrorist threats or acts, riots, or other civil unrest; (iv) governmental authority proclamations, orders, laws, actions, or requests; (v) embargoes or blockades; (vi) epidemics, pandemics, or other national or regional public health states of emergency; (vii) strikes, labor shortages, lockouts, or other industrial disturbances; (viii) shortages of supplies, adequate power, or transportation facilities; or (ix) other similar events beyond the reasonable control of the parties (each, a "Force Majeure Event"). The failure of either party to perform its obligations in this Lease due to a Force Majeure Event shall be excused for the duration of the Force Majeure Event and extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, and unless otherwise provided in this Sublease: (i) nothing contained in this subsection of the Lease shall excuse either party from paying in a timely fashion any payments due under the terms of this Lease; or (ii) no delay in the performance of any obligations shall be excused if caused by applicable laws in effect on the Effective Date or the implementation of same.

(w) Supply Chain and Construction Disclaimer. The parties hereby acknowledge and agree that circumstances beyond the power and control of Landlord may delay or interrupt Landlord's performance of completing those certain improvements to the Premises as more particularly set forth in Exhibit D. Such delays or interruptions may arise due to shortages of labor, shortages of essential materials or conditions or factors disrupting the construction industry which could not reasonably have been foreseen. Landlord shall try to minimize the effects of said causes as soon as possible after their occurrence and shall use its commercially reasonable best efforts to complete those certain improvements to the Premise in accordance with the dates and deadlines as more particularly set forth in this Lease.

(x) Prohibited Persons and Transactions. Landlord represents and warrants to Tenant that Landlord is currently in compliance with and shall at all times during the Term (including any extension thereof) remain in compliance with the regulations of the Office of Foreign Assets Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking property and prohibiting Transactions with person who Commit, Threaten to Commit or Support Terrorism), or other governmental action relating thereto.

(y) Access to Books and Records. To the extent applicable, under the Omnibus Reconciliation Act of 1980 and in accordance with 42 C.F.R. § 420.300 *et seq.* and with Section 1981 of the Social Security Act (42 U.S.C. § 1395x(v)(1)), until the expiration of four (4) years after the furnishing of services pursuant to any agreement, Landlord shall, upon receipt of a written request, make available to the Secretary of the U.S. Department of Health and Human Services, the Comptroller General, and their duly authorized representatives, any agreement, books, documents, and records of Landlord that are necessary to certify the nature and extent of costs incurred by Tenant under any agreement. If Landlord carries out any of the duties of any agreement through a subcontract with a value or cost of \$10,000 or more over a 12-month period, with a related organization, such subcontract shall contain a clause that the related organization, upon receipt of a written request, shall make available to the Secretary of the U.S. Department of Health

and Human Services, the Comptroller General, and their duly authorized representatives, the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of costs incurred by Tenant by reason of the subcontract.

(z) Scrutinized Companies. Pursuant to § 287.135(2), Fla. Stat., and unless otherwise authorized under state or federal law, by executing this Lease, Landlord is certifying that Landlord has not been placed on the Scrutinized Companies that Boycott Israel List created pursuant to § 215.4725, Fla. Stat., and that Landlord is not currently engaged in the boycott of Israel, and if the compensation provided to Landlord in the Lease is in excess of One Million (\$1,000,000.00) Dollars, Landlord certifies that Landlord has not been placed on the Scrutinized Companies with Activities in Sudan List and the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to § 215.473, Fla. Stat., and Landlord is certifying that Landlord has not engaged in any business operations in Cuba or Syria. Landlord understands and agrees that Tenant may, at its option, terminate this Lease immediately without cost, penalty or the imposition of damages if: (i) it is found that Landlord has submitted a false certification while submitting a bid or proposal or prior to entering into or renewing the Lease; (ii) it is found that Landlord has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel; or (iii) the Lease is in excess of One Million (\$1,000,000.00) Dollars and it is found that Landlord has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

(aa) Foreign Countries of Concern. Section 287.138(4), Fla. Stat., prohibits a governmental entity from accepting a bid on, a proposal for, or a reply to, or entering into, a contract with an entity which would grant the entity access to an individual's personal information, as defined in § 501.171(1)(g), Fla. Stat., unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity is: (1) not owned by the government of a foreign country of concern, as defined in § 287.138(1)(c), Fla. Stat.; (2) the government of a foreign country of concern does not have a controlling interest in the entity; and (3) the entity is not organized under the laws of or has its principal place of business in a foreign country of concern. Accordingly, consistent with the requirements of § 287.138(4), Fla. Stat. and Fla. Admin. Code R. 60A-1.020, Landlord shall attest to the foregoing by submitting the Foreign Country of Concern Attestation Form (PUR 1355) attached hereto as Exhibit M and incorporated herein by reference.

(bb) Convicted Vendor List. Landlord understands and agrees that if Landlord has been placed on the convicted vendor list following a conviction for a public entity crime, as defined in § 287.133, Florida Statutes, Landlord may not contract with Tenant (1) to provide any goods or services; (2) for the construction or repair of a building or other public work; and (3) for leases of real property. Further, if Landlord has been placed on the convicted vendor list following a conviction for a public entity crime, Landlord (1) may not perform work as a contractor, supplier, subcontractor, or consultant under any contract with Tenant; and (2) may not transact any business with Tenant in excess of the threshold amount provided in § 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

(cc) Human Trafficking. Section 787.06(13), Fla. Stat., requires nongovernmental entities that are executing, renewing, or extending contracts with governmental entities to provide the governmental entity with an affidavit signed by an officer or representative

of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as such terms are defined in § 787.06(2), Fla. Stat. Accordingly, consistent with the requirements of § 787.06(13), Fla. Stat., Landlord shall attest to the foregoing by submitting the Human Trafficking Attestation Form attached hereto as Exhibit N and incorporated herein by reference.

(dd) Default Rate. Except as may be otherwise provided in this Lease, if either Landlord or Tenant fails to pay any sum due under this Lease within forty-five (45) days from the due date specified in this Lease, then such past due amount shall accrue, and the failing party shall be liable for, interest from the original due date until paid at an annual rate (referred to herein as the "Default Rate") equal to the lesser of (i) the prime rate then published in the Wall Street Journal plus two percent (2%) or (ii) the maximum rate permitted by law.

(ee) Counterparts and Signatures. This Lease, and all exhibits, addenda, and any other documents necessary for the consummation of the transaction contemplated by this Lease, may be executed in one or more counterparts by the different parties to this Lease, each of which shall be deemed an original, and all of which together shall constitute one and the same document. Signatures to this Lease that are transmitted via facsimile, electronically, digitally, or by PDF shall be deemed to constitute original signatures. Both parties agree that any document accepted, executed, or agreed to in conformity with state or federal law governing digital signatures shall be binding and shall have the same effect as handwritten signatures for the purposes of validity, enforceability, and admissibility. Both parties hereby consent to the use of any third-party electronic signature capture service providers as may be chosen by either party in conformance with the foregoing laws.

(ff) Survival. Notwithstanding the termination of this Lease, the parties shall carry out any provisions hereof which contemplate performance subsequent to termination. The termination of this Lease shall not in any way affect any liability or other obligation of the parties which may have accrued prior to the date of termination.

(gg) Authority. Landlord and Tenant each hereby represents to the other that it is an entity duly formed and validly existing and in good standing under the laws of its state of organization and qualified to do business in the state in which the Premises are located, and that the execution this Lease shall not result in or constitute a default or event that would be, or with notice or the lapse of time would be, a default, breach, or violation of the organizational instruments governing it or any agreement or any order or decree of any court or other governmental authority to which it is a party or to which it is subject; and that the individuals executing this Lease on its behalf have the authority to do so.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

[END OF TEXT, SIGNATURE PAGES FOLLOW]

SIGNATURE PAGE TO LEASE AGREEMENT

BY AND BETWEEN

**YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC.,
AS LANDLORD**

AND

**NORTH BROWARD HOSPITAL DISTRICT D/B/A BROWARD HEALTH,
AS TENANT**

LANDLORD:

**YOUNG MEN'S CHRISTIAN
ASSOCIATION OF SOUTH FLORIDA,
INC., a Florida not for profit corporation**

Sheryl Woods
By: Sheryl Woods (Feb 1, 2025 10:31 EST)
Printed Name: Sheryl A. Woods
Its: President and CEO

SIGNATURE PAGE TO LEASE AGREEMENT

BY AND BETWEEN

**YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC.,
AS LANDLORD**

AND

**NORTH BROWARD HOSPITAL DISTRICT D/B/A BROWARD HEALTH,
AS TENANT**

TENANT:

**NORTH BROWARD HOSPITAL
DISTRICT**, a Florida special independent
taxing district, d/b/a Broward Health

DocuSigned by:

Alisa Bert

By:

E153AAA44E08E4CB

Printed Name:

Alisa Bert

Its:

Interim CFO

2/4/2025

EXHIBIT A-1
LEGAL DESCRIPTION OF LAND

A parcel of land being all of Lots 1 through 6, Block 251; the West 7.50 feet of Lots 7 through Lot 15, Block 251; all of Lots 34 through 48, Block 251; all of Lots 5 through 21, Block 252, of PROGRESSO, according to the plat thereof, as recorded in Plat Book 2, Page 18, of the Public Records of Miami-Dade County, Florida and the West 18.00 feet of Lots 17 through 21 and all of Lots 28 through 33, REPLAT OF A PORTION OF BLOCK 251 PROGRESSO, according to the plat thereof, as recorded in Plat Book 47, Page 30 of the Public Records of Broward County, Florida, and being a portion of HOLIDAY PARK, according to the plat thereof, as recorded in Plat Book 24, Page 14 of the Public Records of Broward County, Florida and a portion of vacated N.E. 6th Terrace, said parcel being more particularly described as follows:

BEGIN at the Northwest Corner of said Block 251;

THENCE N90°00'00"E along the North line of said Block 251, a distance of 270.00 feet to the Northeast corner of said Lot 1, Block 251;

THENCE S00°00'00"E along the East line of said Block 251, a distance of 150.00 feet to the Southeast corner of said Lot 6, Block 251, PROGRESSO;

THENCE S90°00'00"W along the South line of said Lot 6, Block 251 a distance of 127.50 feet to the West line of Tract "A", "THEATER CENTER", according to the plat thereof, as recorded in Plat Book 63, Page 5, of the Public Records of Broward County, Florida;

THENCE S00°00'00"E along the said West line of Tract "A", a distance of 225.00 feet;

THENCE S90°00'00"W continuing along the said West line of Tract "A", a distance of 7.50 feet;

THENCE S00°00'00"E continuing along the said West line of Tract "A", a distance of 25.00 feet;

THENCE N90°00'00"E continuing along the said West line of Tract "A", a distance of 18.00 feet;

THENCE S00°00'00"E continuing along the said West line of Tract "A" and the Southerly extension thereof, a distance of 170.00 feet to a line being 45.00 feet South of and parallel with the the South line of the said REPLAT OF A PORTION OF BLOCK 251, PROGRESSO;

THENCE S90°00'00"W along the said parallel line a distance of 293.90 feet to the East right-of-way line of Federal Highway (S.R. No. 5);

THENCE N00°06'00"W along the said East right-of-way line of Federal Highway, a distance of 470.00 feet to the North line of said Lot 5, Block 252;

THENCE N90°00'00"E along the said North line of Lot 5, Block 252 and the Easterly extension thereof, a distance of 141.72 feet to the West line of said Block 251;

THENCE N00°00'00"W along the said West line of Block 251, a distance of 100.00 feet to the POINT OF BEGINNING;

Said land situate within the City of Fort Lauderdale, Broward County, Florida, containing 3.865 Acres, more or less.

CAM #25-0499
Exhibit 2
Page 58 of 105

EXHIBIT B-1
DEPICTION OF FSED PREMISES

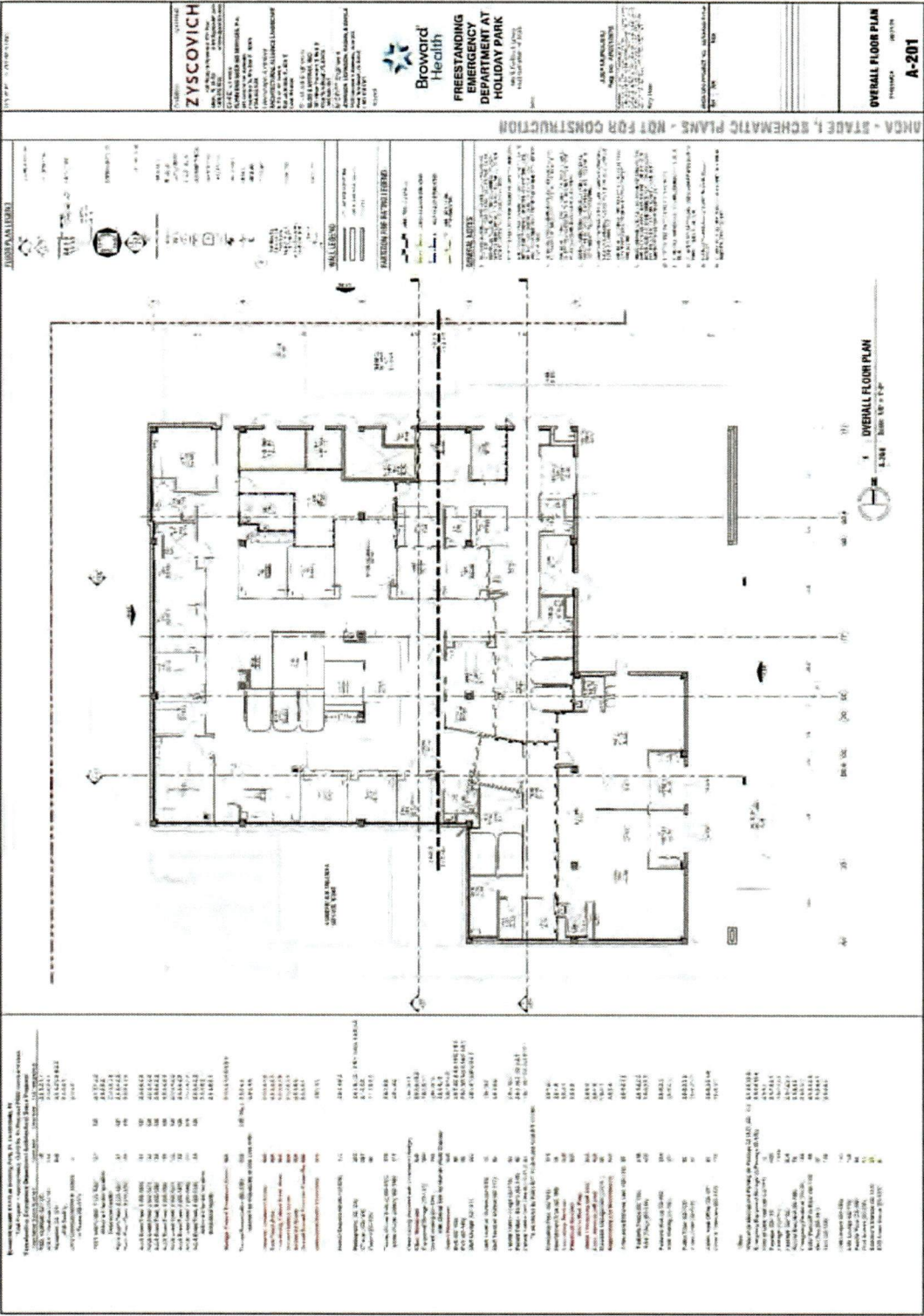


EXHIBIT B-2
DEPICTION OF WELLNESS PREMISES

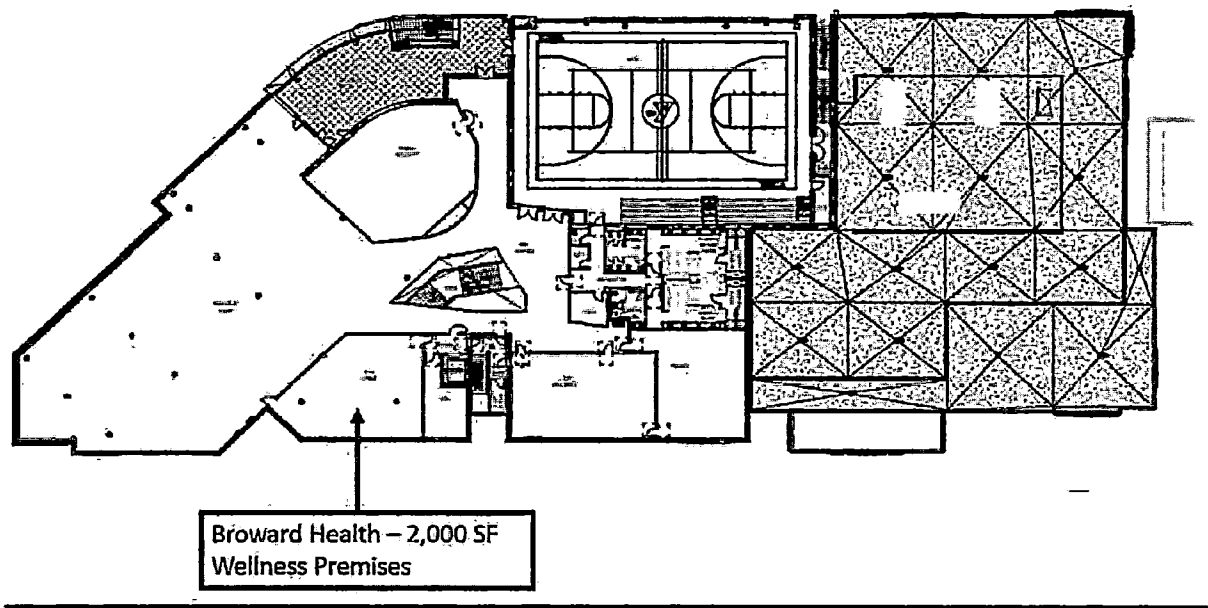


EXHIBIT C
ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM TO LEASE AGREEMENT ("Addendum") is made as of this ____ day of _____, 20__ and modifies that certain Lease Agreement dated _____ (the "Lease") between **YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC.**, a Florida not for profit corporation, whose address is 900 SE 3rd Ave, Fort Lauderdale, FL 33316 ("Landlord"), and **NORTH BROWARD HOSPITAL DISTRICT D/B/A BROWARD HEALTH**, a Florida special independent taxing district, d/b/a Broward Health, whose principal place of business is 1800 NW 49th Street, Fort Lauderdale, FL 33309.

RECITALS:

A. All capitalized terms used but not defined in this Addendum shall have the meaning ascribed to such terms in the Lease.

B. The Lease grants to Tenant a leasehold interest in the Premises, which are located on the property described on Exhibit A to the Lease and depicted on Exhibit B-1 and Exhibit B-2 to the Lease.

C. The Rent Commencement Date has occurred; the Lease Term commenced on the Rent Commencement Date, and Landlord and Tenant desire to memorialize the dates provided in the Lease as set forth herein.

NOW, THEREFORE, Landlord and Tenant agree and acknowledge that the information set forth below is true and accurate.

Possession Date:

Rent Commencement Date:

Initial Term Expiration Date:

Total Parking Cost: \$_____ /month

Grey Shell Costs: \$_____

Interior Buildout Costs: \$_____

Excepting the Punch List and unless stated to the contrary in the Lease, the Premises, Common Areas, Grey Shell, and Interior Buildout, together with all equipment, structures, and improvements therein and any and all fixtures, accessories, and utilities located therein or thereon, were delivered to Tenant and accepted by Tenant as of the Possession Date. Landlord makes no warranties, representations, or guarantees of any kind, nature, or sort, express or implied, including, but not limited to: (1) any implied warranty of compliance with Title III of the Americans with Disabilities Act of 1990, as amended, and all regulations issued thereunder by any

governmental or quasi-governmental agencies (collectively, the "ADA"); and (2) any implied warranty of merchantability or fitness for a particular purpose as to the condition of the Premises including any and all fixtures, equipment, improvements, accessories, and utilities located in or upon the Premises, or the Common Areas or Property; unless specifically stated to the contrary in this Lease. As of the Possession Date, Tenant shall be solely responsible for complying with all requirements of the ADA which are applicable, directly or indirectly, to Tenant's use of the Premises at Tenant's sole expense. Tenant shall be solely responsible for responding in a timely manner to, and successfully satisfying and resolving, all claims made or threatened regarding noncompliance with the ADA, including without limitation, all governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA as to the Premises or any portion thereof. Notwithstanding the foregoing, the Landlord's disclaimer of warranties is expressly contingent upon Landlord's compliance and proof of compliance with Section 5(h) of the Lease and Landlord ensuring that the general contractors, architects, and other design professionals used by Landlord construct the Premises and Common Areas in compliance with all state, county, and local codes, ADA regulations, and all other applicable governmental regulations and standards.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties have executed this Addendum to Lease under seal as of the day and year first above written.

LANDLORD:

**YOUNG MEN'S CHRISTIAN
ASSOCIATION OF SOUTH FLORIDA,
INC.**, a Florida not for profit corporation

By: _____
Sheryl A. Woods, President and CEO

Date: _____

TENANT:

**NORTH BROWARD HOSPITAL
DISTRICT D/B/A BROWARD HEALTH**,
a Florida special independent taxing district

By: _____
Alisa Bert, Interim Chief Financial Officer

Date: _____

EXHIBIT D-1
GREY SHELL

Landlord agrees to use good faith and commercially reasonable efforts to construct or cause to be constructed the Grey Shell of the +/-12,000 square foot FSED Premises and the +/-2,000 square foot Wellness Premises in accordance with the Grey Shell Plans, and as approved by all applicable regulatory authorities, including, without limitation, the City of Fort Lauderdale, and in compliance with the Applicable Codes (as defined in Section 5(i) of the Lease), all at Tenant's sole cost and expense as part of the Grey Shell Reimbursement. Tenant may provide Landlord with specifications that Tenant desires to be incorporated into the Grey Shell Plans and Landlord shall use good faith and commercially reasonable efforts to incorporate such specifications into the Grey Shell Plans. To the extent such specifications cannot be incorporated into the Grey Shell Plans, Landlord shall promptly notify Tenant in writing. Promptly following delivery of the Grey Shell Plans to Tenant and as a condition to the commencement of construction of the Grey Shell, Tenant shall approve the Grey Shell Plans, in its reasonable discretion. The Grey Shell shall not include the Interior Buildout or any interior improvements.

Except as otherwise explicitly stated in the Lease, Tenant shall be responsible for all costs related to or arising from construction of the Grey Shell, including, without limitation, the costs related to or arising from design, permitting, engineering, and construction costs (e.g., cost of work, insurance, bonding, etc.). Additionally, Tenant shall pay one hundred percent (100%) of each and every Change Order Amount (as defined in Section 5(e) of the Lease) at the time of each and every such Change Order.

EXHIBIT D-2
GREY SHELL COSTS ACKNOWLEDGEMENT

THIS GREY SHELL REIMBURSEMENT ACKNOWLEDGEMENT ("Acknowledgement") is made as of this _____ day of _____, 20____ and modifies that certain Lease Agreement dated _____ (the "Lease") between **YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC.**, a Florida not for profit corporation, whose address is 900 SE 3rd Ave, Fort Lauderdale, FL 33316 ("Landlord"), and **NORTH BROWARD HOSPITAL DISTRICT D/B/A BROWARD HEALTH**, a Florida special independent taxing district, whose principal place of business is 1800 NW 49th Street, Fort Lauderdale, FL 33309.

RECITALS:

A. All capitalized terms used but not defined in this Acknowledgement shall have the meaning ascribed to such terms in the Lease.

B. The Lease grants to Tenant a leasehold interest in the Premises, which are located on the property described on Exhibit A to the Lease and depicted on Exhibit B-1 and Exhibit B-2 to the Lease.

C. The parties had previously estimated the Grey Shell Reimbursement at \$3,500,000 but the parties have now finalized the plans, specifications, budgets, and construction contracts related to the Grey Shell and have now determined the actual amount of the Grey Shell Costs.

NOW, THEREFORE, Landlord and Tenant agree and acknowledge that the information set forth below is true and accurate and the difference between the Grey Shell Costs and Grey Shell Reimbursement shall be paid or applied consistent with Section 5(b) of the Lease.

Grey Shell Costs: \$ _____ .00

IN WITNESS WHEREOF, the Parties have executed this Acknowledgement under seal as of the day and year first above written.

LANDLORD:

YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC., a Florida not for profit corporation

By: _____
Sheryl A. Woods, President and CEO

Date: _____

TENANT:

NORTH BROWARD HOSPITAL DISTRICT D/B/A BROWARD HEALTH, a Florida special independent taxing district

By: _____
Alisa Bert, Interim Chief Financial Officer

Date: _____

EXHIBIT E-1 **INTERIOR BUILDOUT**

Landlord agrees to use good faith and commercially reasonable efforts to construct or cause to be constructed the Interior Buildout of the +/-12,000 square foot FSED Premises and the +/-2,000 square foot Wellness Premises in accordance with the Interior Buildout Plans, and as approved by all applicable authorities, including, without limitation, the City of Fort Lauderdale, and in compliance with the Applicable Codes (as defined in Section 5(i) of the Lease). Landlord shall engage an architect to prepare the Interior Buildout Plans, all at Tenant's sole cost and expense as part of the Interior Buildout Reimbursement. Tenant may provide Landlord with specifications that Tenant desires to be incorporated into the Interior Buildout Plans and Landlord shall use good faith and commercially reasonable efforts to incorporate such specifications into the Interior Buildout Plans. To the extent such specifications cannot be incorporated into the Grey Shell Plans, Landlord shall promptly notify Tenant in writing. Promptly following delivery of the Interior Buildout Plans to Tenant and as a condition to the commencement of construction of the Interior Buildout, Tenant shall approve the Interior Buildout Plans, in its reasonable discretion. The Interior Buildout shall not include the Grey Shell or Tenant's fixtures, furnishings or equipment.

Except as otherwise explicitly stated in the Lease, Tenant shall be responsible for all costs related to or arising from construction of the Interior Buildout, including, without limitation, the costs related to or arising from design, permitting, engineering, and construction costs (e.g., cost of work, insurance, bonding, etc.). Additionally, Tenant shall pay one hundred percent (100%) of each and every Change Order Amount (as defined in Section 5(e) of the Lease) at the time of each and every such Change Order.

EXHIBIT E-2
INTERIOR BUILDOUT COSTS ACKNOWLEDGEMENT

THIS INTERIOR BUILDOUT REIMBURSEMENT ACKNOWLEDGEMENT ("Acknowledgement") is made as of this _____ day of _____, 20____ and modifies that certain Lease Agreement dated _____, 2024 (the "Lease") between **YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC.**, a Florida not for profit corporation, whose address is 900 SE 3rd Ave, Fort Lauderdale, FL 33316 ("Landlord"), and **NORTH BROWARD HOSPITAL DISTRICT D/B/A BROWARD HEALTH**, a Florida special independent taxing district, whose principal place of business is 1800 NW 49th Street, Fort Lauderdale, FL 33309.

RECITALS:

A. All capitalized terms used but not defined in this Acknowledgement shall have the meaning ascribed to such terms in the Lease.

B. The Lease grants to Tenant a leasehold interest in the Premises, which are located on the property described on Exhibit A to the Lease and depicted on Exhibit B-1 and Exhibit B-2 to the Lease

C. The parties had previously estimated the Interior Buildout Reimbursement at \$10,500,000 but the parties have now finalized the plans, specifications, budgets, and construction contracts related to the Interior Buildout and have now determined the actual amount of the Interior Buildout Costs.

NOW, THEREFORE, Landlord and Tenant agree and acknowledge that the information set forth below is true and accurate and the difference between the Interior Buildout Costs and Interior Buildout Reimbursement shall be paid or applied consistent with Section 5(d) of the Lease.

Interior Buildout Costs: \$ _____ .00

IN WITNESS WHEREOF, the Parties have executed this Acknowledgement under seal as of the day and year first above written.

LANDLORD:

YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC., a Florida not for profit corporation

TENANT:

NORTH BROWARD HOSPITAL DISTRICT D/B/A BROWARD HEALTH, a Florida special independent taxing district

By: _____
Sheryl A. Woods, President and CEO

By: _____
Alisa Bert, Interim Chief Financial Officer

Date: _____

Date: _____

EXHIBIT F
RULES AND REGULATIONS

1. Landlord agrees to furnish Tenant with four (4) sets of suite keys and a badge access door lock system for all entrance doors. No additional locks or bolts of any kind may be installed, nor may any existing locks or the mechanism thereof be changed without Landlord's permission. Tenant will, upon termination of its tenancy, return all suite keys to Landlord. If a lock is to be changed, Tenant shall contact Landlord and Landlord shall make said change at Tenant's expense.

2. With the exception of the FSED Premises, Tenant shall not at any time occupy any part of the Building as sleeping or lodging quarters.

3. Tenant shall not hire or contract with Landlord's employees to render services of any kind without obtaining Landlord's prior written consent.

4. None of the entries, passages, doors, elevators, hallways or stairways shall be blocked or obstructed, or any rubbish, litter, trash or material of any nature placed, emptied, or thrown into these areas, no such areas to be used at any time except for access or egress by Tenant and its agents, employees, and invitees.

5. No person shall disturb the occupants of the Building by the use of any musical instruments, the making of unseemly noise, odors or any unreasonable use of the Premises or the Building.

6. Nothing shall be thrown out of the windows of the Building, or down the stairways or other passages.

7. No awnings or other projections shall be attached to the outside of the Building and no curtains, blinds, shades, or screens, other than those provided by Landlord, will be used in connection with any window of the Premises without the written consent of Landlord.

8. Canvassing, soliciting and peddling in the Building are prohibited and the Tenant shall cooperate to prevent the same.

9. There shall be no smoking inside or outside of the Building or anywhere else on the Property.

EXHIBIT G
TENANT'S APPROVED SIGNAGE

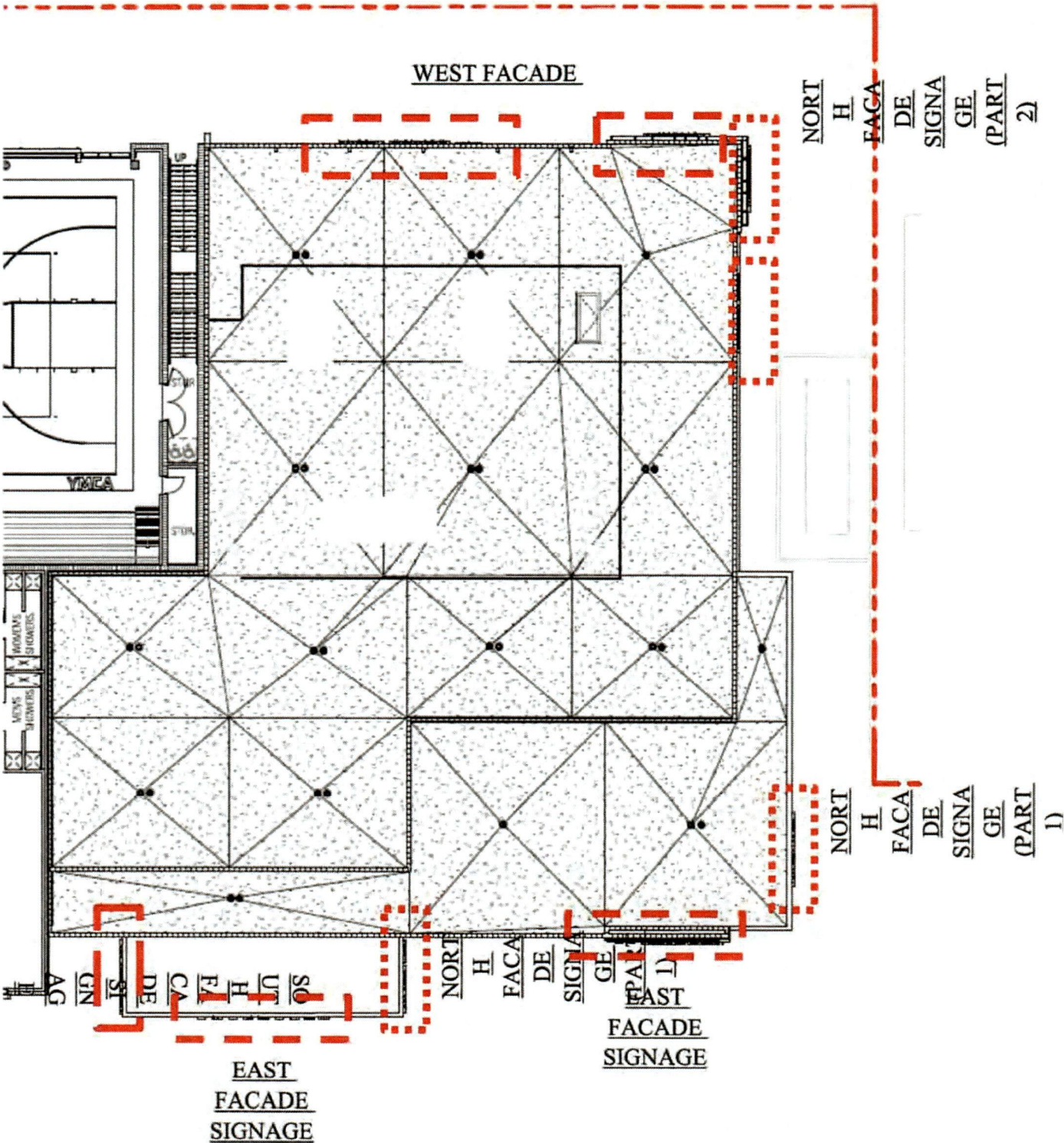
Broward Health Approved Sign Design and Locations



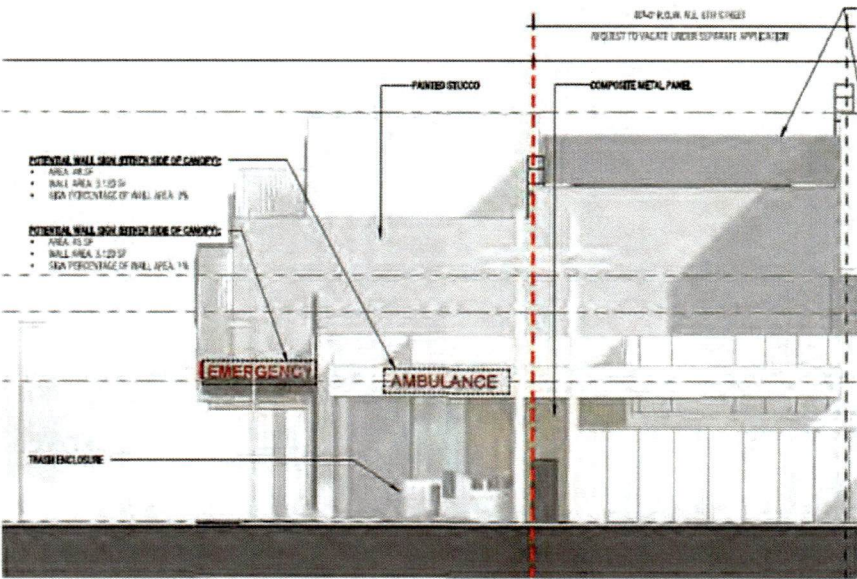
- = West Façade (Federal Highway)
- = North Façade (Adjacent Property)

This Exhibit G is the approved sign design and locations, subject to any municipal and county codes and/or approvals. Pursuant to the Fort Lauderdale Unified Land Development Code, Section 47-22.4.C.8 a master sign plan detailing the following items below is required and must be approved by City Staff under separate application.

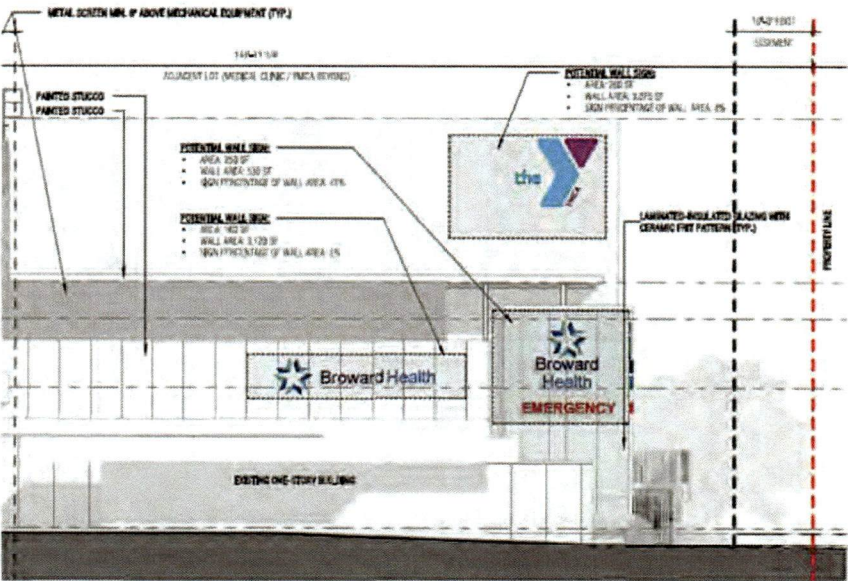
- a. Location and orientation of all proposed signage;
- b. Dimensions of each proposed sign (height, width, depth, etc.);
- c. Proposed sign copy; and,
- d. Proposed color and materials.



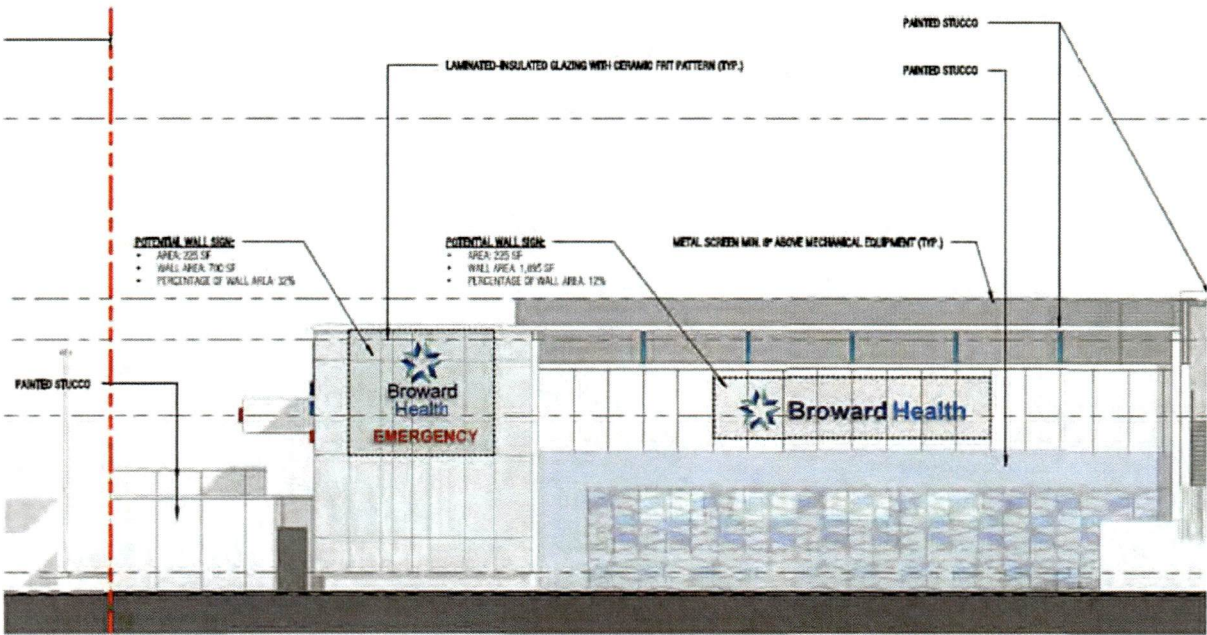
SIGNAGE PLAN



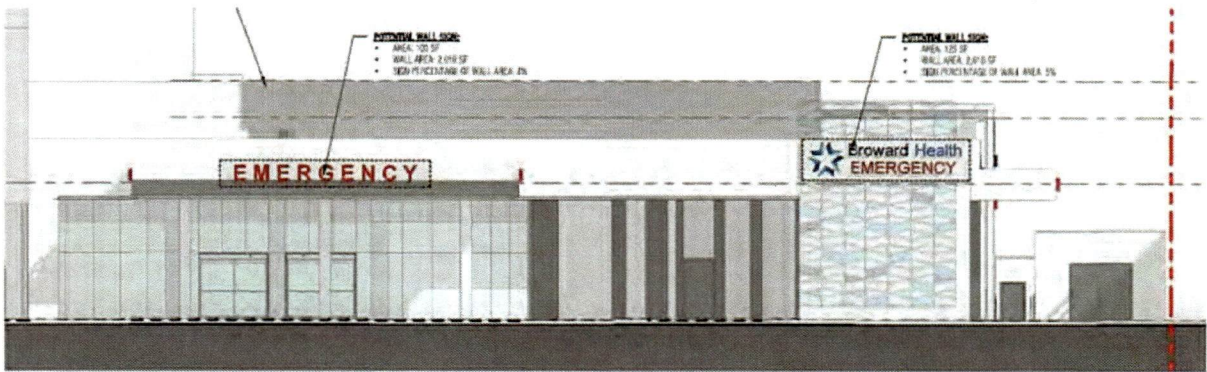
NORTH ELEVATION (PART 1)



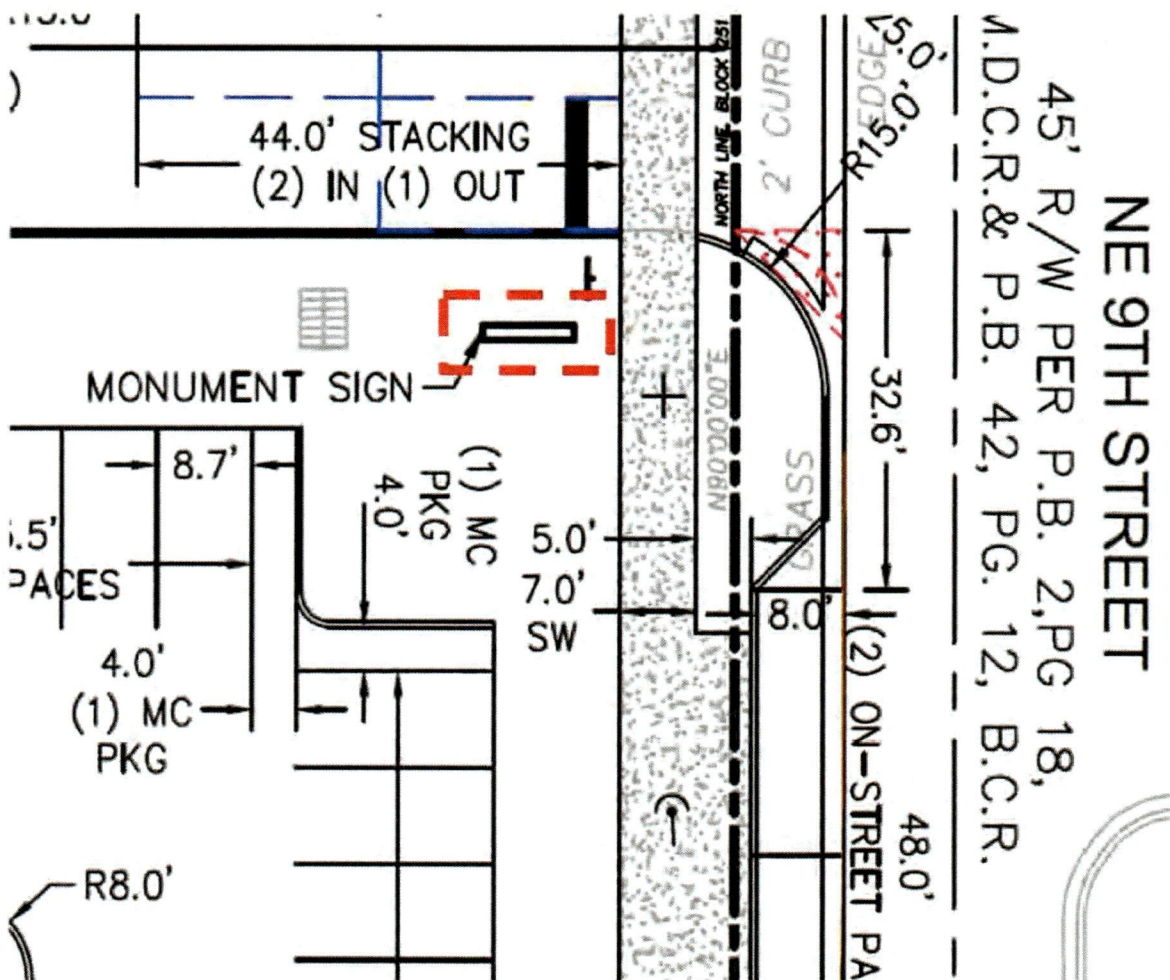
NORTH ELEVATION (PART 2)



WEST ELEVATION



EAST ELEVATION



MONUMENT SIGN
Location: Adjacent to NE 9th Street ROW

EXHIBIT H
FORM OF SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is entered into as of _____, 20____ (the "Effective Date"), between _____, a _____, having an address at _____ ("Mortgagee"), and **NORTH BROWARD HOSPITAL DISTRICT D/B/A BROWARD HEALTH**, a Florida special independent taxing district, whose principal place of business is 1800 NW 49th Street, Fort Lauderdale, FL 33309 ("Tenant"), with reference to the following facts:

A. **YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC.**, a Florida not for profit corporation, having an address at 900 SE 3rd Ave, Fort Lauderdale, FL 33316 ("Landlord"), is the tenant under that certain Lease Agreement with the City of Fort Lauderdale dated as of November 13, 2016, as amended by letter agreement dated June 4, 2018, and as further amended by letter agreement dated June 22, 2021, for the real property located at 840 N. Federal Highway, Fort Lauderdale, FL 33304 (such leasehold property, including all buildings, improvements, structures and fixtures located thereon, "Landlord's Premises"), as more particularly described in **Schedule A** to this Agreement.

B. Mortgagee [intends to make] [has made] a loan to Landlord in the original principal amount of \$_____ (the "Loan").

C. To secure the Loan, Landlord [intends to encumber] [has encumbered] Landlord's Premises by entering into that certain _____ dated _____, 20____, in favor of Mortgagee (as amended, increased, renewed, extended, spread, consolidated, severed, restated, or otherwise changed from time to time, the ("Mortgage")) [to be] recorded [on _____, _____, at Book _____, Page _____,] among the Land Records of the County of Broward, State of Florida (the "Land Records").

D. Pursuant to a Lease dated as of _____, _____, as amended on _____, _____ ("Lease"), Landlord demised to Tenant [a portion of] Landlord's Premises ("Tenant's Premises").

E. A memorandum of the Lease [is to be recorded in the Land Records prior to the recording of this Agreement.] [was recorded in the Land Records on _____, _____, at Book _____, Page _____.]

F. Tenant and Mortgagee desire to agree upon the relative priorities of their interests in Landlord's Premises and their rights and obligations if certain events occur.

NOW THEREFORE, for good and valuable consideration, Tenant and Mortgagee agree:

1. Definitions.

The following terms shall have the following meanings for purposes of this Agreement.

1.1. Construction-Related Obligation. A "Construction-Related Obligation" means any obligation of Landlord under the Lease to make, pay for, or reimburse Tenant for any alterations, demolition, or other improvements or work at Landlord's Premises, including Tenant's Premises. "Construction-Related Obligations" shall not include: (i) reconstruction or repair following fire, casualty or condemnation; or (ii) day-to-day maintenance and repairs.

1.2. Foreclosure Event. A "Foreclosure Event" means: (a) foreclosure under the Mortgage; (b) any other exercise by Mortgagee of rights and remedies (whether under the Mortgage or under applicable law, including bankruptcy law) as holder of the Loan and/or the Mortgage, as a result of which Successor Landlord becomes owner of Landlord's Premises; or (c) delivery by Landlord to Mortgagee (or its designee or nominee) of a deed or other conveyance of Landlord's interest in Landlord's Premises in lieu of the foregoing.

1.3. Former Landlord. A "Former Landlord" means Landlord and any other party that was landlord under the Lease at any time before the occurrence of any attornment under this Agreement.

1.4. Offset Right. An "Offset Right" means any right or alleged right of Tenant to any offset, defense (other than one arising from actual payment and performance, which payment and performance would bind a Successor Landlord pursuant to this Agreement), claim, counterclaim, reduction, deduction, or abatement against Tenant's payment of Rent or performance of Tenant's other obligations under the Lease, arising (whether under the Lease or other applicable law) from Landlord's breach or default under the Lease.

1.5. Rent. The "Rent" means any fixed rent, base rent or additional rent under the Lease.

1.6. **Successor Landlord.** A "Successor Landlord" means any party that becomes owner of Landlord's Premises as the result of a Foreclosure Event.

1.7. **Termination Right.** A "Termination Right" means any right of Tenant to cancel or terminate the Lease or to claim a partial or total eviction arising (whether under the Lease or under applicable law) from Landlord's breach or default under the Lease.

2. **Subordination.**

The Lease shall be, and shall at all times remain, subject and subordinate to the lien imposed by the Mortgage, and all advances made under the Mortgage. Notwithstanding the foregoing, as between Landlord and Tenant, nothing contained in this Agreement shall be deemed to: (a) excuse or reduce any obligation owed by Landlord or Tenant under the Lease; or (b) waive, in whole or part, any of Landlord or Tenant's rights or remedies under the Lease.

3. **Nondisturbance and Attornment.**

3.1. **No Exercise of Mortgage Remedies Against Tenant.** So long as the Lease has not been terminated on account of Tenant's default that has continued beyond applicable cure periods (an "Event of Default"), Mortgagee shall not name or join Tenant as a defendant in any exercise of Mortgagee's rights and remedies upon a default under the Mortgage unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or prosecuting such rights and remedies (at no cost to Tenant). In the latter case, Mortgagee may join Tenant as defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action.

3.2. **Nondisturbance and Attornment.** If the Lease has not been terminated on account of an Event of Default by Tenant, then, when Successor Landlord takes title to Landlord's Premises: (a) Successor Landlord shall not terminate or disturb Tenant's right to quiet enjoyment, Tenant's possession of Tenant's Premises under the Lease, and any other rights under the Lease, except in accordance with the terms of the Lease and this Agreement; (b) Successor Landlord shall be bound to Tenant under all the terms and conditions of the Lease (except as provided in this Agreement); (c) Tenant shall recognize and attorn to Successor Landlord as Tenant's direct Landlord under the Lease as affected by this Agreement; and (d) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as provided in this Agreement), between Successor Landlord and Tenant and the respective executory rights and obligations of Tenant and Successor Landlord, to the extent of the then remaining balance of the Lease Term and any extensions and renewals thereunder, shall be and are the same as set forth therein, except as modified by this Agreement. If a casualty occurs to, or a condemnation affects, the Landlord's Premises or the Tenant's Premises, insurance and condemnation proceeds from such casualty or condemnation shall be applied in accordance with the Lease.

4. **Protection of Successor Landlord.**

Notwithstanding anything to the contrary in the Lease or Mortgage, Successor Landlord shall not be liable for or bound by any of the following matters:

4.1. **Prepayments.** Any payment of Rent that Tenant may have made to Former Landlord more than thirty (30) days before the date such Rent was first due and payable under the Lease with respect to any period after the date of attornment except if, and only to the extent that, the Lease expressly required such a prepayment (e.g., Lease required escrows on account of additional rent) or permitted such a prepayment (e.g., prepayment of amortization of a construction or improvement allowance).

4.2. **Payments.** Any obligation to pay Tenant any sum(s) that any Former Landlord owed to Tenant. This paragraph is not intended to apply to Landlord's obligation to make any payment that constitutes a "**Construction-Related Obligation**".

4.3. **Modification, Amendment or Waiver.** Landlord and Tenant may enter into amendments and/or modifications of the Lease without Mortgagee's prior consent and Successor Landlord shall be bound to such amendment to the same extent Landlord would be bound by it, provided any such amendment or modification does not, in any material respect: (a) increase the obligations of Landlord under the Lease; (b) reduce the rights and remedies of Landlord under the Lease; or (c) reduce the obligations of Tenant under the Lease.

5. **Exculpation of Successor Landlord.**

Notwithstanding anything to the contrary in this Agreement or the Lease, upon any attornment pursuant to this Agreement, the Lease shall be deemed to have been automatically amended to provide that Successor Landlord's obligations and liability under the Lease shall never extend beyond Successor Landlord's (or its successors' or assigns') interest, if any, in Landlord's Premises from time to time, as well as insurance and condemnation proceeds, security deposits, escrows, Successor Landlord's interest in the Lease, and the proceeds from any sale, lease, or other disposition of Landlord's Premises (or any portion thereof) by Successor Landlord (collectively, "**Successor Landlord's Interest**"). Tenant shall look exclusively to Successor Landlord's interest (or that of its successors and assigns) for payment or discharge of any obligations of Successor Landlord under the Lease as affected by this Agreement. With the exception of any judgments against Successor Landlord for negligent or intentional acts, if Tenant obtains any money judgment against Successor Landlord with respect to the Lease or the relationship between Successor Landlord and Tenant, then Tenant shall look solely to Successor Landlord's Interest (or that of its successors or assigns) to collect such judgment. Tenant shall not collect or attempt to collect any such judgment out of any other assets of Successor Landlord unless such judgment pertains to the negligent or intentional acts of Successor Landlord.

6. **Mortgagee's Right to Cure.**

6.1. **Notice to Mortgagee.** Notwithstanding anything to the contrary in this Agreement or the Lease, before exercising any Termination Right or Offset Right, Tenant shall provide Mortgagee with notice of the breach or default by Landlord giving rise to same (the "**Default Notice**") and, thereafter, the opportunity to cure such breach or default as provided for below.

6.2. **Mortgagee's Cure Period.** After Mortgagee receives a Default Notice, Mortgagee shall have a period of thirty (30) days beyond the time available to Landlord under the

Lease in which to cure the breach or default by Landlord. Mortgagee shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Landlord, except to the extent that Mortgagee agrees or undertakes otherwise in writing.

6.3. Extended Cure Period. In addition, as to any breach or default by Landlord the cure of which requires possession and control of Landlord's Premises, provided only that Mortgagee undertakes to Tenant by written notice within thirty (30) days after receipt of the Default Notice to exercise reasonable efforts to cure or cause to be cured by a receiver such breach or default within the period permitted by this paragraph, Mortgagee's cure period shall continue for such additional time ("**Extended Cure Period**") as Mortgagee may reasonably require to either (a) obtain possession and control of Landlord's Premises and thereafter cure the breach or default with reasonable diligence and continuity or (b) obtain the appointment of a receiver and give such receiver a reasonable period of time in which to cure the default.

6.4 Tenant's Reserved Rights. Notwithstanding the foregoing, Tenant shall be permitted to exercise its rights under the Lease, including, without limitation, any termination rights, if Mortgagee has not cured such default within the cure period provided in **Section 6.2** of this Agreement or the applicable Extended Cure Period. Further notwithstanding, no cure undertaken by Mortgagee hereunder shall act as a waiver, excuse, or extension of time for Mortgagee to perform any obligation owed to Tenant under the Lease, it being acknowledged that Tenant hereby reserves all rights and claims against Landlord for any defaults under the Lease.

7. Confirmation of Facts.

Tenant represents to Mortgagee and to any Successor Landlord, in each case as of the Effective Date:

7.1. Acceptance. Except as set forth in **Schedule B** (if any) attached to this Agreement: (a) Tenant has accepted possession of Tenant's Premises; and (b) excepting any latent defects, Landlord has performed all Construction-Related Obligations related to Tenant's initial occupancy of Tenant's Premises and Tenant has accepted such performance by Landlord.

7.2. Due Authorization. Tenant has full authority to enter into this Agreement, which has been duly authorized by all necessary actions.

8. Miscellaneous.

8.1. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and given by certified mail (return receipt requested) or by nationally recognized overnight courier service that regularly maintains records of items delivered. Each party's address is as set forth in the opening paragraph of this Agreement, subject to change by notice under this paragraph. Notices shall be effective the next business day after being sent by overnight courier service, and five (5) business days after being sent by certified mail (return receipt requested).

8.2. Successors and Assigns. This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Landlord, and its successors and assigns. If Mortgagee

assigns the Mortgage, then upon delivery to Tenant of written notice thereof accompanied by the assignee's written assumption of all obligations under this Agreement, all liability of the assignor accruing thereafter shall terminate except for those certain obligations (if any) which accrued prior to the date of such assignment.

8.3. Entire Agreement. This Agreement constitutes the entire agreement between Mortgagee and Tenant regarding the subordination of the Lease to the Mortgagee and the rights and obligations of Tenant and Mortgagee as to the subject matter of this Agreement.

8.4. Interaction with Lease and with Mortgage. If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Landlord, including upon any attornment pursuant to this Agreement. This Agreement supersedes, and constitutes full compliance with, any provisions in the Lease that provide for subordination of the Lease to, or for delivery of non-disturbance agreements by the holder of, the Mortgage. Mortgagee confirms that Mortgagee has consented to Landlord's entering into the Lease.

8.5. Mortgagee's Rights and Obligations. Except as expressly provided for in this Agreement, Mortgagee shall have no obligations to Tenant with respect to the Lease. If an attornment occurs pursuant to this Agreement, then all rights and obligations of Mortgagee under this Agreement shall terminate (unless otherwise provided in this Agreement), without thereby affecting in any way the rights and obligations of Successor Landlord or Tenant provided for in this Agreement.

8.6. Interpretation; Governing Law. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the State in which Tenant's Premises are located.

8.7. Amendments. This Agreement may be amended, discharged, or terminated, or any of its provisions waived, only by a written instrument executed by all parties thereto. Upon full payment of the Loan, this Agreement shall be null and void and be of no further force and effect.

8.8. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement, and all exhibits, addenda, and any other documents necessary for the consummation of this Agreement may be accepted by electronic and digital signatures, and any such document accepted, executed, or agreed to in conformity with state or federal law governing digital signatures shall be binding and shall have the same effect as handwritten signatures for the purposes of validity, enforceability, and admissibility. The parties hereby consent to the use of any third-party electronic signature capture service providers as may be chosen by either party in conformance with the foregoing laws.

8.9. Mortgagee's Representation. Mortgagee represents that Mortgagee has full authority to enter into this Agreement, and Mortgagee's entry into this Agreement has been duly authorized by all necessary actions.

IN WITNESS WHEREOF, this Agreement has been duly executed by Mortgagee and Tenant as of the Effective Date.

[END OF TEXT]

**SIGNATURE PAGE TO
SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT REGARDING
LEASE AGREEMENT BETWEEN
NORTH BROWARD HOSPITAL DISTRICT D/B/A BROWARD HEALTH,
AS TENANT
AND
YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC.,
AS LANDLORD**

WITNESS

Printed Name: _____

Printed Name: _____

TENANT:

NORTH BROWARD HOSPITAL DISTRICT, a
Florida special independent taxing district,
d/b/a Broward Health

By: _____

Printed Name: _____

Its: _____

STATE OF _____

)

) SS.

COUNTY OF _____

)

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this _____ day of _____, 20____, by _____
the _____ of NORTH BROWARD HOSPITAL DISTRICT D/B/A
BROWARD HEALTH, a Florida special independent taxing district, on behalf of the
_____, ☐ who is personally known to me or ☐ who has produced a driver's license as
identification and that he/she signed his/her name thereto by the authority granted by the
_____.

Printed Name: _____

Notary Public, _____ County

State of _____

Acting in the County of: _____

My Commission Expires _____

**SIGNATURE PAGE TO
SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT REGARDING
LEASE AGREEMENT BETWEEN
NORTH BROWARD HOSPITAL DISTRICT D/B/A BROWARD HEALTH,
AS TENANT
AND
YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC.,
AS LANDLORD**

WITNESS:

MORTGAGEE:

Printed Name: _____

_____, a

Printed Name: _____

By: _____

Printed Name: _____

Its: _____

STATE OF _____

)
) SS.
)

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202____, by _____, as the _____ of _____, a _____, on behalf of the _____, ☐ who is personally known to me or ☐ who has produced a driver's license as identification and that he/she signed his/her name thereto by the authority granted by the _____.

Printed Name: _____

Notary Public, _____ County

State of _____

Acting in the County of: _____

My Commission Expires: _____

**SIGNATURE PAGE TO
SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT REGARDING
LEASE AGREEMENT BETWEEN
NORTH BROWARD HOSPITAL DISTRICT D/B/A BROWARD HEALTH,
AS TENANT
AND
YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC.,
AS LANDLORD**

CONSENT OF LANDLORD

Landlord consents and agrees to the foregoing Agreement, which was entered into at Landlord's request. The foregoing Agreement shall not alter, waive or diminish any of Landlord's obligations under the Mortgage or the Lease. The above Agreement discharges any obligations of Mortgagee under the Mortgage and related loan documents to enter into a non-disturbance agreement with Tenant. Landlord is not a party to the above Agreement.

WITNESS:

LANDLORD:

**YOUNG MEN'S CHRISTIAN
ASSOCIATION OF SOUTH FLORIDA,
INC., a Florida not for profit corporation**

Printed Name: _____

Printed Name: _____

By: _____
Printed Name: Sheryl A. Woods
Its: President and CEO

STATE OF FLORIDA

)
) SS.
)

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by Sheryl A. Woods, the President and CEO of YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC., a Florida not for profit corporation, on behalf of the _____, ☐ who is personally known to me or ☐ who has produced a driver's license as identification and that she signed her name thereto by the authority granted by the _____.

Printed Name: _____
Notary Public, _____ County
State of Florida
Acting in the County of: _____
My Commission Expires _____

PREPARED BY AND RETURN TO:

**SCHEDULE A TO
SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENMENT AGREEMENT REGARDING
LEASE AGREEMENT BETWEEN
YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC.,
AS LANDLORD
AND
NORTH BROWARD HOSPITAL DISTRICT D/B/A BROWARD HEALTH,
AS TENANT**

DESCRIPTION OF LANDLORD'S PREMISES

**SCHEDULE B TO
SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENMENT AGREEMENT REGARDING
LEASE AGREEMENT BETWEEN
YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC.,
AS LANDLORD
AND
NORTH BROWARD HOSPITAL DISTRICT D/B/A BROWARD HEALTH,
AS TENANT**

CONSTRUCTION-RELATED OBLIGATIONS

1. Grey Shell as defined in the Lease.
2. Interior Buildout as defined in the Lease.

EXHIBIT I
DISCLOSURE OF PHYSICIAN AND PHYSICIAN
IMMEDIATE FAMILY MEMBER INTERESTS

NONE (the landlord is a not-for-profit corporation and it has no shareholders)

EXHIBIT J
FORM OF TENANT ESTOPPEL CERTIFICATE

TENANT ESTOPPEL CERTIFICATE

TO: _____ [Purchaser/Lender]
_____ [address]

FROM: NORTH BROWARD HOSPITAL DISTRICT
D/B/A BROWARD HEALTH

PREMISES: 840 N. Federal Highway, Fort Lauderdale, FL 33304
having a rentable floor area of _____ s.f.

LEASE: _____ [date] Amendment(s): _____ [date]

Reference is hereby made to the captioned Lease (as may be amended) by and between YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC., a Florida not for profit corporation, as Landlord thereunder, and NORTH BROWARD HOSPITAL DISTRICT D/B/A BROWARD HEALTH, a Florida special independent taxing district, as Tenant. Tenant hereby certifies to _____ **[insert full name and state of formation and address of purchaser or lender]** as follows:

1. To Tenant's knowledge, the Lease is in full force and effect and Tenant has not served any notice of default under the Lease to the Landlord.
2. The commencement date of the term of the Lease is _____, and the term of the Lease shall expire on _____. The Lease contains the following renewal or extension options: _____.
3. The Amount of the fixed or base monthly rent is \$ _____. The current monthly amount of additional rent (Tenant's Proportionate Share of CAM, insurance, as applicable, and any other amounts that do not comprise fixed or base rent), if any, is \$ _____. Rent has been paid through _____, 20____, which rent is being paid to _____.
4. To Tenant's knowledge, the Lease is free from default by Landlord, and Tenant has no current right of offset against rent, excepting the matters listed on **Schedule A** attached hereto and made a part hereof, if any.
5. Nothing contained herein shall amend, waive or rescind any of the terms or conditions of the Lease; waive or rescind undersigned's right to declare a default

thereunder based on facts of which the undersigned does not have actual knowledge; or relieve the Landlord from any of its obligations under the Lease.

6. Nothing contained herein shall be interpreted to modify the terms of the Lease or alter Tenant's express offset, self-help or other remedies under the Lease. As used herein, the term "Tenant's knowledge" shall mean the current actual knowledge of _____, of _____ (or such other person as designated by him/her who shall be in a position to have knowledge of the facts who has executed this Certificate), without inquiry, detailed review of the Lease or other documentation, or inspection of the Premises. Further, nothing herein shall (a) require exhaustive or diligent investigations by Tenant to determine the accuracy or completeness of the certifications contained herein, (b) relieve Landlord or any other party of their respective obligations under the Lease, (c) constitute a waiver with respect to any act of the Landlord under the Lease for which approval by Tenant was required but not sought or obtained, (d) amend or modify the Lease, (e) subject Tenant to any claims, liabilities, damages, costs or expenses of any nature to Landlord, any mortgagee, purchaser or other third party for the unintentional failure of Tenant to disclose correct or relevant information, or (f) entitle any person other than any mortgagee or purchaser to whom or which it is addressed to rely upon this Certificate. This Certificate shall not estop Tenant from denying the accuracy of the matters confirmed in this Certificate in the event that Tenant in good faith acquires actual knowledge to the contrary. Anything herein to the contrary notwithstanding, in the event that Tenant shall in the future discover or become aware of any facts which shall vary from its current knowledge, nothing certified to in this Certificate shall bar or prevent Tenant from claiming or asserting any right or remedies of Tenant.

TENANT:

**NORTH BROWARD HOSPITAL
DISTRICT D/B/A BROWARD
HEALTH**, a Florida special independent
taxing district

By: _____
Printed Name: _____
Its: _____
Date: _____

SCHEDULE A TO TENANT ESTOPPEL CERTIFICATE

EXHIBIT K
FORM OF MEMORANDUM OF LEASE

SPACE ABOVE THIS LINE FOR RECORDER'S USE.

**PREPARED BY AND WHEN
RECORDED RETURN TO**

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, dated this ____ day of _____, between **YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC.**, a Florida not for profit corporation, whose address is 900 SE 3rd Ave, Fort Lauderdale, FL 33316 ("**Landlord**"), and **NORTH BROWARD HOSPITAL DISTRICT D/B/A BROWARD HEALTH**, a Florida special independent taxing district, whose principal place of business is 1800 NW 49th Street, Fort Lauderdale, FL 33309.

WITNESSETH:

1. **Demised Premises.** Landlord and Tenant have entered into a Lease Agreement dated _____, 20____ (the "**Lease**"), pursuant to which Tenant has leased from Landlord certain premises (the "**Premises**") consisting of +/- 14,000 square feet, which premises are located within the building having a common address of _____ (the "**Building**"). The land upon which the Building is located is described on the attached **Schedule A**.

2. **Term.** The term of the Lease commences on _____, 20____ and the initial term expires thirty (30) years thereafter. There are _____ () _____ () year extension options.

3. **Purpose.** The sole purpose of this instrument is to give notice of the Lease and all of its terms, covenants and conditions to the same extent as if the Lease were fully set forth herein. This instrument shall in no way amend or be used to interpret the Lease, and in the event of any

conflict or inconsistency between any of the terms and conditions of this Memorandum and any term and/or condition of the Lease, the term and/or condition of the Lease shall govern and control. All covenants and agreements of this Memorandum and the Lease shall run with the land until such time as the Lease is terminated. A full and complete copy of the Lease is on file at the offices of Landlord and Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first above written.

[END OF TEXT]

SIGNATURE PAGE TO MEMORANDUM OF LEASE AGREEMENT

BY AND BETWEEN

**YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC.,
AS LANDLORD**

AND

**NORTH BROWARD HOSPITAL DISTRICT D/B/A BROWARD HEALTH,
AS TENANT**

WITNESS:

LANDLORD:

Printed Name: _____

**YOUNG MEN'S CHRISTIAN
ASSOCIATION OF SOUTH FLORIDA,
INC., a Florida not for profit corporation**

Printed Name: _____

By: _____
Printed Name: Sheryl A. Woods
Its: President and CEO

STATE OF FLORIDA

)
) SS.

COUNTY OF BROWARD

)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by Sheryl A. Woods, the President and CEO of YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC., a Florida not for profit corporation, on behalf of the _____, ☐ who is personally known to me or ☐ who has produced a driver's license as identification and that she signed her name thereto by the authority granted by the _____.

Printed Name: _____
Notary Public, _____ County
State of Florida
Acting in the County of: _____
My Commission Expires: _____

SIGNATURE PAGE TO MEMORANDUM OF LEASE AGREEMENT

BY AND BETWEEN

**YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC.,
AS LANDLORD**

AND

**NORTH BROWARD HOSPITAL DISTRICT D/B/A BROWARD HEALTH,
AS TENANT**

WITNESS:

TENANT:

Printed Name: _____

**NORTH BROWARD HOSPITAL DISTRICT
D/B/A BROWARD HEALTH, a Florida special
independent taxing district**

Printed Name: _____

By: _____

Printed Name: _____

Its: _____

STATE OF _____

)

) **SS.**

COUNTY OF _____

)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, the _____ of NORTH BROWARD HOSPITAL DISTRICT D/B/A BROWARD HEALTH, a Florida special independent taxing district, on behalf of the _____, ☐ who is personally known to me or ☐ who has produced a driver's license as identification and that he/she signed his/her name thereto by the authority granted by the _____.

Printed Name: _____

Notary Public, _____ County

State of _____

Acting in the County of: _____

My Commission Expires: _____

SCHEDULE A TO MEMORANDUM OF LEASE
LEGAL DESCRIPTION OF LAND

EXHIBIT L **RECOGNITION AGREEMENT**

THIS RECOGNITION AGREEMENT ("**Agreement**") is executed as of the date of the last signature of the Parties to this Agreement, by and among **CITY OF FORT LAUDERDALE**, a municipal corporation of the State of Florida ("**Prime Landlord**"), **YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC.**, a Florida not for profit corporation ("**Sublandlord**"), and **NORTH BROWARD HOSPITAL DISTRICT D/B/A BROWARD HEALTH**, a Florida special independent taxing district ("**Subtenant**") (Prime Landlord, Sublandlord, and Subtenant may be individually referred to as a "**Party**" and collectively as the "**Parties**"), to be effective as of date of the last signature of the Parties to this Recognition Agreement, with reference to the following facts, which provisions constitute the basis for and are a part of this Agreement:

A. Prime Landlord and Sublandlord entered into a lease agreement dated November 13, 2016 extending through October 17, 2067 ("**Prime Lease Term**"), as amended by letter agreements dated June 4, 2018, June 22, 2021, and July 1, 2021 (collectively, the "**Prime Lease**"), concerning the property located at 840 N. Federal Highway, Fort Lauderdale, FL 33304, as described in the Prime Lease (the "**Prime Lease Premises**").

B. Prime Landlord's City Commission ("**City Commission**") at its regular meeting held on May 7, 2024, considered and approved agenda item CM-3 (File No. 24-0464) thereby consenting to the Sublandlord's Sublease (defined below) with Subtenant.

C. Sublandlord and Subtenant have entered into a lease agreement attached hereto as Attachment A (the "**Sublease**") pursuant to which Subtenant is to sublet from Sublandlord a portion of the Prime Lease Premises described in the Sublease (the "**Subleased Premises**").

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct in all respects and are incorporated herein by reference.

2. **Authority.** Prime Landlord represents and warrants that all steps, acts, and conditions required to be done by Prime Landlord as a condition precedent to the authorization of this Agreement and that Prime Landlord has full authority to enter into this Agreement.

3. **Consents.** The following shall constitute the written approval and consent of Prime Landlord as required under the Prime Lease: (a) pursuant to Section 10.1.1 of the Prime Lease, Prime Landlord consents to the subletting of the Subleased Premises by Sublandlord to Subtenant on the terms and conditions set forth herein and on the terms and conditions set forth in the Sublease; (b) Prime Landlord consents to the Subtenant's use of the Subleased Premises for its health care operations including, without limitation, the operation of a free-standing emergency department, and such use shall hereinafter be deemed a "Permitted Use" under Section 4.1 of the Prime Lease; (c) Prime Landlord consents to the construction of the Subleased Premises for the Subtenant's use to the extent that the construction of the Subleased Premises is not already included in Prime Lease Premises' approved Site Plan described in Section 4.4 of the Prime Lease;

and (d) as required under Section 5.2 of the Prime Lease, Prime Landlord consents to Subtenant's use and storage in and on the Subleased Premises of medical waste created in the ordinary course of Subtenant's business which may meet the definition of a "Hazardous Substance" under Section 5.1 of the Prime Lease.

4. **Representations and Warranties.** The Prime Landlord hereby represents and warrants to Subtenant that: (a) as required under Section 4.1 of the Prime Lease and notwithstanding Section 10.1.1 of the Prime Lease, the Sublease and Subtenant's use of the Subleased Premises was determined by the City Commission as consistent with the spirit and intent of Section 8.13 of the Prime Landlord's City Charter; (b) no Hazardous Substances at levels in violation of the Hazardous Substance Laws have been identified and all conditions precedent to the Prime Landlord's approval of the Sublease have been satisfied including, without limitation, those preconditions prescribed in Sections 5.10.1 and 5.10.3 of the Prime Lease; (c) the individuals approving the Sublease and consenting on behalf of the Prime Landlord to the items in Section 3 of this Agreement have full authority to do so and all formalities and regulations promulgated by the City Commission have been adhered to; (d) the Prime Landlord shall not, whether in the exercise of any of its rights under the Prime Lease or otherwise, disturb, diminish, or interfere with Subtenant's tenancy, possession, or right to enjoy and remain in possession of the Subleased Premises, or deprive Subtenant of any right or privilege granted to or inuring to the benefit of Subtenant under the Sublease; and (e) in connection with any effort made by Prime Landlord to terminate the Prime Lease, Prime Landlord shall not make Subtenant a party in any removal or eviction proceeding, Prime Landlord shall not evict or remove Subtenant from the Subleased Premises; and the Sublease and Subtenant's rights under the Sublease shall continue in full force and effect with Prime Landlord recognizing the validity of the Sublease.

5. **Notice and Remedy of Sublandlord Default.** In the event that Prime Landlord sends any notice of default to Sublandlord relating to the Prime Lease, Prime Landlord shall simultaneously, in the manner for providing notice herein, send a copy of such notice to Subtenant. Subtenant shall have the right (but not the obligation) to remedy or cause to be remedied any default which is the basis of a notice to Sublandlord under the Prime Lease so long as such remedy is completed within any notice, grace, or cure period provided under the Prime Lease, and Prime Landlord shall accept performance by Subtenant as performance by Sublandlord.

6. **Recognition, Substitution, Direct Lease, and Attornment.** Notwithstanding anything to the contrary contained in the Prime Lease, in the event of (a) termination, cancellation, or expiration of the Prime Lease for any reason, (b) the surrender of the Prime Lease, whether voluntary, involuntary or by operation of law, or (c) the rejection of the Prime Lease in any bankruptcy proceeding, Lessor shall recognize and keep the Sublease, and the Sublease shall thereafter continue in full force and effect and become a direct lease between Prime Landlord and Subtenant, without the necessity of executing a new lease. In such event, Prime Landlord shall succeed to the interest of Sublandlord and be substituted in place of Sublandlord under the Sublease, Subtenant shall attorn to Prime Landlord, and Prime Landlord shall recognize Subtenant as its tenant pursuant to and under the Sublease and shall succeed to the rights and duties of Sublandlord under the Sublease (subject to the terms of this Agreement), in each case to be effective and self-operative without the execution of any further instruments. Except as provided herein, Subtenant and Prime Landlord shall be bound to each other under all of the terms, covenants, and conditions of the Sublease and Prime Landlord shall provide a copy of this Agreement to any purchaser, assignee, or transferee of Prime Landlord's interest in the Prime

Lease Premises and ensure such purchaser, assignee, or transferee is bound by the terms of this Agreement.

7. **Attornment/Remedies.** Should Prime Landlord, or its successor or assigns, succeed to the interest of Sublandlord under the Sublease, Prime Landlord, or its successors or assigns, agree to give Subtenant written notice that it has succeeded to the interest of Sublandlord under the Sublease; provided, however, until Subtenant receives such written notice, Subtenant may continue to pay rent, additional rent, or other sums due under the Sublease, and shall comply with the terms, covenants, or conditions of the Sublease. If Prime Landlord, or its successors and assigns, shall succeed to the interest of Sublandlord under the Sublease, Prime Landlord, or its successors and assigns, shall be bound to Subtenant under all of the terms, covenants, and conditions of the Sublease, and Subtenant shall, from and after such succession by Prime Landlord to the interest of Sublandlord under the Sublease, have the same remedies against Prime Landlord, or its successors and assigns, for the breach of any agreement, obligation, covenant, or duty contained in the Sublease that Subtenant might have had under the Sublease against Sublandlord, as if Prime Landlord had been the original sublessor under the Sublease.

(a) **Prime Landlord.** Notwithstanding, Prime Landlord, or its successors and assigns, shall not be:

- bound by any rent which Subtenant might have paid for more than the current month or any security deposit paid to the Sublandlord or any rent abatement or waiver of payment of rent by Sublandlord;

- bound by any obligation on the part of the Sublandlord to complete capital improvements or landlord improvements including matters described in the work letter or to provide funds for tenant allowance for improvements;

- bound by any provision that allows for attachment of the interest of the Prime Landlord in the Premises, it being understood that property owned by a municipality cannot be attached or a lien placed thereon;

- be liable for any indemnity made by Sublandlord including without limitation any hazardous and toxic substances and materials;

- liable for any indemnities of the Sublandlord under the Sublease which indemnities occurred prior to the date Prime Landlord succeeded to the interest of Sublandlord under the Sublease; provided, however, that except as otherwise expressly provided in this Agreement, Prime Landlord shall be obligated for all indemnity obligations of the Sublandlord under the Sublease to be performed from and after the date the Prime Lease was terminated and Prime Landlord succeeded to the interest of Sublandlord under the Sublease;

- bound by any waiver of its sovereign immunity, it being agreed by Subtenant that Prime Landlord retains or is covered by said immunity to the full extent provided by applicable law;

- liable for any act or omission of Sublandlord (or its members, officers, managers, employees, contractors, or agents) that occurred prior to the date of default

under the Lease (and additionally, Subtenant agrees that any such act or omission is not a defense or excuse to Subtenant's continued performance under the Sublease); provided, however, that except as otherwise expressly provided in this Agreement, Prime Landlord shall be obligated for all obligations of the Sublandlord under the Sublease to be performed from and after the date the Prime Lease was terminated and Prime Landlord succeeded to the interest of Sublandlord under the Sublease;

- liable for Sublandlord's breach of any agreement or covenant or duty contained in the Sublease which occurred prior to the date of default under the Prime Lease and the Prime Landlord succeeded to the interest of the Sublandlord (and additionally, Subtenant agrees that no such breach is a defense or excuse to its continued performance under the Sublease); provided, however, that except as otherwise expressly provided in this Agreement, Prime Landlord shall be obligated for all obligations of the Sublandlord under the Sublease to be performed from and after the date the Prime Lease was terminated and Prime Landlord succeeded to the interest of Sublandlord under the Sublease; or

- liable to either party, including any investors or REITS for violation of any state, federal, or local tax laws.

(b) Subtenant. Further notwithstanding, Subtenant shall not be:

- bound by any rent which Sublandlord might have not paid or owed to Prime Landlord under the terms of the Prime Lease;

- bound by any obligation on the part of the Sublandlord to Prime Landlord under the Prime Lease that Subtenant has not expressly agreed to;

- bound by any provision that allows for attachment of the interest of the Subtenant in any real or personal property, it being understood that property owned by a special district cannot be attached or a lien placed thereon;

- be liable for any indemnities of Sublandlord under the Prime Lease or for any indemnity or liability obligation that waives Subtenant's entitlement to sovereign immunity or otherwise extends Subtenant's liability beyond the limits provided in § 768.28, Fla. Stat., it being agreed that Subtenant retains or is covered by sovereign immunity to the fullest extent provided by applicable law;

- liable for any act or omission of Sublandlord (or its members, officers, managers, employees, contractors, or agents) and, additionally, Prime Landlord agrees that any such act or omission is not a defense or excuse to Prime Landlord's continued performance under the Sublease;

- liable for Sublandlord's breach of any agreement or covenant or duty contained in the Prime Lease and, additionally, Prime Landlord agrees that no such breach is a defense or excuse to its continued performance under the Sublease; or

- liable to any party, including any investors or REITS for violation of any state, federal, or local tax laws.

8. **Notice.** Any notice, demand, request, or other communication required or permitted pursuant to this Agreement shall be in writing and shall be sent by registered or certified mail by depositing the same in the United States Mail, postage prepaid, return receipt requested, or by hand delivery or overnight courier, addressed to the Party at the address set forth below, or at such other address or addresses and to such other person or firm as the Parties may from time to time designate by notice as herein provided. All such notices, demands, requests, or other communications shall be deemed to have been given or served for all purposes hereunder (a) forty-eight (48) hours after the time that such notice is deposited in the United States Mail if sent by registered or certified mail; (b) on the date given if delivered via hand delivery; or (c) if sent by overnight courier, twenty-four (24) hours after the time such notice is provided to the overnight courier.

As to Prime Landlord: City of Fort Lauderdale
Attn: City Manager
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

With copy to: City of Fort Lauderdale
Attn: City Attorney
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

As to Sublandlord: Young Men's Christian Association of South Florida
Attn: Sheryl Woods
900 SE 3rd Avenue
Fort Lauderdale, FL 33316

With copy to: Shutts & Bowen LLP
Attn: Brendan Aloysius Barry, Esq.
201 East Las Olas Boulevard, Suite 2200
Fort Lauderdale, FL 33301

As to Subtenant: North Broward Hospital District
d/b/a Broward Health
Attn: Real Estate
1608 SE 3rd Avenue, #507
Fort Lauderdale, FL 33316

With copy to: North Broward Hospital District
d/b/a Broward Health
Attn: Office of the General Counsel
1800 NW 49th Street
Fort Lauderdale, FL 33309

9. **Miscellaneous.** The Parties agree as follows: (a) the terms and provisions of the Prime Lease shall remain in full force and effect; (b) the Sublease shall be subject to the provisions of the Prime Lease except to the extent that the Subtenant may not permissibly agree to such provisions because of Subtenant's status as a political subdivision of Florida; (c) this Agreement

constitutes the entire agreement between Prime Landlord and Subtenant concerning the Sublease; (d) this Agreement shall be construed and enforced in accordance with the provisions of the laws of the State of Florida; (e) this Agreement shall be binding upon and inure to the benefit of the Parties' respective successors and assigns, and it being expressly understood that all references herein to Prime Landlord shall be deemed to include any subsequent Prime Landlord; (f) this Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument; (g) the headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement; (h) an executed copy of this Agreement transmitted by email or by electronic signature in conformity with Florida law shall be binding; and (i) the Parties consent to the use of any third-party electronic signature providers in conformance with the foregoing laws.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto, intending to be bound, have executed this Recognition Agreement effective as of date of the last signature of the Parties below.

PRIME LANDLORD:

CITY OF FORT LAUDERDALE, a
municipal corporation of the State of Florida

By: _____
_____, Mayor

By: _____
_____, City Manager

By: _____
_____, City Clerk

APPROVED AS TO FORM:
_____, City Attorney

By: _____
_____, Assistant City Attorney

Date: _____

SUBLANDLORD:

**YOUNG MEN'S CHRISTIAN
ASSOCIATION OF SOUTH FLORIDA,
INC.**, a Florida not for profit corporation

By: _____
Sheryl A. Woods, President and CEO

Date: _____

SUBTENANT:

**NORTH BROWARD HOSPITAL
DISTRICT D/B/A BROWARD HEALTH**,
a Florida special independent taxing district

By: _____
Alisa Bert, Interim Chief Financial Officer

Date: _____

EXHIBIT M
FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Young Men's Christian Association of South Florida, Inc. (Name of Entity) is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

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

Printed Name: Sheryl A. Woods

Title: President & CEO

Signature: Sheryl Woods
Sheryl Woods (Feb 3, 2025 10:32 EST)

Date: 1/31/2025

EXHIBIT N
HUMAN TRAFFICKING ATTESTATION

Pursuant to § 787.06(13), Florida Statutes, this form must be completed and signed by an officer or representative of a nongovernmental entity executing, renewing, or extending a contract with the North Broward Hospital District, a governmental entity of the State of Florida.

Young Men's Christian Association of South Florida, Inc. (Name of Entity) does not use coercion for labor or services, as such terms are defined in § 787.06(2), Florida Statutes.

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

Printed Name: Sheryl A. Woods

Title: President & CEO

Signature: Sheryl Woods
Sheryl Woods (Feb 1, 2025 10:31 EST)

Date: 1/31/2025