

THIRD AMENDED AND RESTATED LEASE AGREEMENT

THIS THIRD AMENDED AND RESTATED LEASE AGREEMENT is made and entered into this 10th day of ~~September~~, 2003, at Tallahassee, Florida, by and between the CITY OF TALLAHASSEE (the "Lessor"), and TALLAHASSEE MEMORIAL HEALTHCARE, INC., a non-profit corporation organized under the laws of the State of Florida (the "Lessee").

WHEREAS, on or about June 30, 1979, Tallahassee Memorial Regional Medical Center, Inc. ("TMRMC") and Lessor the parties hereto executed a Lease Agreement relating to the leasing and operation of Tallahassee Memorial HealthCare, f/k/a Tallahassee Memorial Regional Medical Center f/k/a Tallahassee Memorial Hospital; and

WHEREAS, said Lease Agreement was amended and supplemented by Addenda, Supplement and Amendment dated October 13, 1981; and

WHEREAS, on or about December 23, 1992, TMRMC and Lessor executed an Amended and Restated Lease Agreement; and

WHEREAS, on or about April 17, 1998, TMRMC and Lessor executed a Second Amended and Restated Lease Agreement; and

WHEREAS, on or about April 23, 1998, TMRMC changed its corporate name to "Tallahassee Memorial HealthCare, Inc.", named as Lessee herein, and further changed the name of its primary health care facility, which is located on certain real property described herein, to "Tallahassee Memorial Hospital"; and

WHEREAS, the parties hereto executed a Professional Office Building Lease Agreement pursuant to which certain leased facilities, as more particularly described in said Professional Office Building Lease

Agreement, were released from the encumbrances and requirements of the lease dated June 30, 1979, as supplemented and amended, and said Professional Office Building Lease Agreement was canceled pursuant to the Amended and Restated Lease Agreement dated December 23, 1992; and

WHEREAS, the Lease Agreement dated June 30, 1979, as subsequently amended, supplemented and restated, shall be referred to herein as the "Lease;" and

WHEREAS, Lessee may convey to Lessor additional real property which, upon such conveyance, shall be owned by Lessor and subject to the terms and provisions of this Lease Agreement; and

WHEREAS, it is in the best interests of the parties and of the public that the Lease be supplemented and amended as provided herein.

NOW, THEREFORE, the parties do amend and restate said Lease as follows:

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

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

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

The intent of the parties is that the Leased Properties are leased to Lessee with title remaining in

Lessor, and includes all personal property, except certain property described in Article III below.

B. Use. The Leased Properties shall be used by Lessee only for the following purposes:

1. Establishing and operating a hospital, extended care facilities, clinics, teaching units and health care services for the purpose of furnishing medical and surgical aid, nursing and medical care, food and other necessary care for those suffering from illness, disease, injuries or disabilities and to operate an emergency room or rooms in such hospitals, clinics or extended care facilities, all operated in accordance with the current standards for hospital licensure and those standards hereinafter adopted and applied by the appropriate accrediting, licensing or certifying entity; and

2. Carrying on any education or other activities relating to the rendering of care to the sick and injured or to the promotion of the general health and welfare of the citizens of the State of Florida and surrounding areas; and

3. Participating in any activity designed and carried on to promote the general health of the citizens of the State of Florida and surrounding areas; and

4. Promoting and carrying on research related to the care of the sick and injured; and

5. Soliciting and receiving funds, gifts, endowments, donations, devises and bequests;

and

6. Leasing or purchasing land or lands, building or buildings, and purchasing and constructing buildings for purposes in connection with the activities of the Lessee, including but not limited to, hospitals, doctors' offices, clinics, laboratories or any kind of ancillary medical activity; and

7. Exercising all the powers permitted non-profit corporations under Chapter 617, Florida Statutes, and as set forth above; provided, however, that the Lessee, while exercising any one or

more powers, shall do so in furtherance of the exempt purposes for which it has been organized as described in Section 501(c)(3) of the Internal Revenue Code or any additions or amendments thereto.

It is the obligation of Lessee to operate the Leased Properties according to the uses set forth above, including the duty to maintain the equipment, furniture and other personal property used in connection therewith in good operating condition and in accordance with present and future standards for efficient service of patients and to that end Lessee may, in its sole discretion, sell, trade, dispose of or abandon items of personal property and replace them with other items of personal property without any further approval or consent of Lessor. Title to all replacements of and additions to the personal property of the medical center complex shall become a part of the Leased Properties with title in Lessor subject to all the rights of Lessee under this Lease.

C. **Term.** The term of this Lease shall begin on June 30, 1979, and ending on September 30, 2022, subject to extensions provided for herein, for an annual rental as specified in Article II. As of September 30 of each year, the term of the Lease shall automatically and without further actions of the parties extend for an additional year, unless either party gives written notice to the other between September 1 and September 30 of each year that that year's automatic extension is nullified, in which event that year's automatic extension shall not occur. The providing of such a notice shall not affect subsequent years' automatic extensions nor the parties' authority to nullify such subsequent years' extensions as provided for in this Article.

ARTICLE II - RENT

A. **Base Rent.** Lessee shall pay Lessor at such place as Lessor shall designate from time to time in writing as rent for the Leased Properties each year an amount equal to the entire debt service,

including principal and interest, necessary to retire all bonds or certificates, or the pro rata share thereof, issued by the City of Tallahassee for the enlargement or extension of the Leased Properties to acquire furnishings or equipment, or to purchase any sites therefor. Payment shall be made in monthly installments and shall continue until said bond indebtedness has been retired or refunded. If said bond indebtedness is refunded by the issuance of additional bonds of Lessor, then the rental payments shall be adjusted so that Lessee shall pay the entire debt service on its pro rata portion of the refinanced debt. In the event Lessee issues bonds to refinance that portion of the indebtedness owed to Lessor by Lessee, then Lessor shall be entitled, after the return of its capital, to \$1.00 per year provided Lessee makes all payments on the indebtedness which it creates. "Capital" shall mean the entire principal and accrued interest then outstanding on any bonds issued by Lessor for the enlargement or extension of the Leased Properties or the acquisition of furnishings, equipment or any real estate therefor. In the event such bonded indebtedness is refinanced by Lessee, the entire obligation shall be payable by Lessee.

B. Additional Long Term Indebtedness. Lessee shall not incur without the written consent of Lessor any long-term indebtedness of any nature, including but not limited to, bonds, bond anticipation notes, notes, leases or lease-purchase agreements, except for indebtedness incurred to finance tangible personal property to be utilized on the Leased Properties in the operation of the medical center facilities. Long-term indebtedness is defined herein to mean any obligation which will not be retired within one (1) year of its date.

C. Additional Rent. Lessee agrees to pay as additional rent, without demand, setoff or deduction, in addition to the rental specified above, the following:

1. Taxes and Charges. Lessor and Lessee acknowledge that under present law,

neither the income, profit (if any), nor properties of the parties hereto are subject to either Federal, State or local taxation and that this fact, among others, has induced each of the parties to enter into this Lease. However, if there shall occur any changes in the taxability of either party, Lessee will pay, as the same respectively becomes due: (i) all ad valorem taxation by the State or by any political subdivision thereof or special district therein and all other taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Leased Properties or any personal property installed or brought by Lessee on the Leased Properties and any taxes levied on or with respect to the income or profits of the Lessee, and any other taxes levied upon or with respect to the Leased Properties which, if not paid, will become a lien on the Leased Properties; (ii) all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Leased Properties; and (iii) all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Leased Properties; provided, that with respect to special assessments or other governmental charges that may be lawfully paid in installments over a period of years, Lessee shall be obligated only on such installments as are required to be paid during the term of this Lease.

In addition to the foregoing rental sums, Lessee shall, as further consideration for this Lease, pay and discharge all taxes, general and special assessments, and other charges of every description which, during the term of this Lease, may be levied on or assessed against the Leased Properties and all interest therein and all improvements and other property thereof, whether belonging to Lessor or to Lessee or for which either of them may become liable in relation thereto.

2. Sewer Charges. Lessee shall pay all sewer rental or charges for use of sewers, sewage systems and sewage treatment work servicing the Leased Properties.

**ARTICLE III - TRANSFER OF TITLE AND
ASSUMPTION OF INDEBTEDNESS BY THE LESSEE**

Pursuant to the Lease Agreement, as of June 30, 1979, the title to all vehicles, intangible assets and accounts receivable in the name of TALLAHASSEE MEMORIAL REGIONAL MEDICAL CENTER, TMRMC, Inc., TALLAHASSEE MEMORIAL HOSPITAL or Lessee vested in Lessee. Lessee covenants to pay all outstanding indebtedness on all equipment, personal property and all other indebtedness owed by TALLAHASSEE MEMORIAL HOSPITAL, TALLAHASSEE MEMORIAL REGIONAL MEDICAL CENTER, TMRMC, Inc., TALLAHASSEE MEMORIAL HEALTHCARE or Lessee. Lessee agrees to abide by all terms of any valid, enforceable contractual obligations existing between TALLAHASSEE MEMORIAL HOSPITAL, TALLAHASSEE MEMORIAL REGIONAL MEDICAL CENTER, TMRMC, Inc., TALLAHASSEE MEMORIAL HEALTHCARE or Lessee and third parties, and to make any and all payments as provided for under valid, enforceable written contracts.

ARTICLE IV - INSURANCE

A. Insurance. Lessee agrees to maintain or to procure from a good and responsible company or companies, licensed to do business in the State of Florida, or under any self-insurance program authorized by Florida Statutes, during the entire term of this Lease, the following insurance coverage:

1. **Public Liability.** Public liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) for loss from an accident resulting in bodily injury to or death of persons, and One Million Dollars (\$1,000,000.00) for loss from an accident resulting in damage to or destruction of property.
2. **Fire.** Fire and extended care coverage insurance on all buildings, personal property, and equipment of the Leased Properties. Fire and extended coverage on the building shall be

in such amounts as approved by Lessee subject to final approval by Lessor.

B. Proceeds. Proceeds from any such policy or policies for fire loss shall be made jointly to Lessor and to Lessee.

C. Total Destruction. If the buildings on the Leased Properties should be totally destroyed by fire, flood or other casualty, or if it should be so damaged that rebuilding or repairs cannot reasonably be completed within three hundred (300) working days and a determination is made by Lessee in its sole discretion that such total destruction prevents it from operating the Leased Properties for the purposes heretofore described, then this Lease shall terminate and the rent shall be abated for the unexpired portion of this Lease and all proceeds shall be paid to Lessor.

D. Partial Damage. If the buildings or other improvements on the Leased Properties should be damaged by fire, flood or other casualty, but not to such extent that rebuilding or repairs cannot reasonably be completed within three hundred (300) working days from the date of written notification by Lessee to Lessor of the occurrence of the damage, this Lease shall not terminate, but Lessee shall, at its sole cost, including proceeds from insurance proceeds, forthwith rebuild or repair such building or buildings and other improvements to substantially the same condition as they existed prior to such damage.

ARTICLE V - UTILITIES

Lessee shall, during the term hereof, pay all charges for telephone, gas, electricity, sewage and water used in or on the Leased Properties and for the removal of rubbish therefrom immediately on becoming due and shall hold Lessor harmless from any liability therefor. Lessee further agrees to pay all charges for repairs to water meters on the Leased Properties, whether necessitated by ordinary wear or tear, temperature extremes, accident or any other causes. Such payment shall be made immediately on

becoming due.

ARTICLE VI - REPAIRS

Lessee agrees to keep the Leased Properties in good order and repair, reasonable wear and tear excepted. Lessee further agrees to keep the Leased Properties clean and to repair or to replace all broken or damaged doors, windows, plumbing fixtures, pipes, floors, stairways, railings, roofs and exteriors and/or other portions of the Leased Properties. Lessee also agrees to maintain the curbs and pavements in and about the Leased Properties, together with facilities appurtenant thereto, including entryways and awnings. Lessee shall keep the said pavements and appurtenances free of trash and expressly agrees to assume sole liability for accidents alleged to have been caused by their defective condition.

ARTICLE VII - ALTERATIONS, IMPROVEMENTS AND FIXTURES; WASTE AND NUISANCE

A. Alterations; Fixtures. Lessee shall have the right to improve, add to, or alter the Leased Properties and to install fixtures thereupon, except Lessor must consent to any substantial major structural change; however, Lessee shall not remove any such improvements, additions, alterations, or fixtures (unless such fixtures are replacements) without the prior written consent of Lessor, and provided further, that on expiration or sooner termination of this Lease, all improvements, including fixtures and any addition, alteration, or repair to the premises placed on or made to the premises by Lessee during the term hereof, shall revert to and become the absolute property of Lessor. Lessee shall not be required on the termination of this Lease or on such abandonment to restore the premises to their present condition. Lessee nevertheless covenants and agrees that any such improvement shall be made in a careful, professional manner and in compliance with all applicable Federal, State and municipal laws and regulations.

B. Waste and Nuisance. Lessee shall not commit or suffer to be committed any waste on the Leased Properties; nor shall Lessee maintain, commit or permit the maintenance or commission of any nuisance on the Leased Properties or use the Leased Properties from any unlawful purpose. Proper use of the Leased Properties under Article I.B. of this Lease shall not constitute waste or nuisance hereunder.

C. Lien Discharge. Lessee shall not create or permit to remain, and shall promptly discharge at its sole cost and expense, any lien, encumbrance or charge upon the Leased Properties, or any part thereof, or upon any rights Lessee or any subsidiary or other associated business entity may have under this Lease or otherwise, that arise from the construction on, or the improvement, use or occupancy of, the Leased Properties by Lessee or any subsidiary or other associated business entity or by reason of any labor, service or material furnished or claimed to have been furnished to or for the benefit of Lessee or any subsidiary or other associated business entity with regard to the Leased Properties. Lessee may discharge such liens, encumbrances, or charges by payment or by bonding the same in accordance with applicable statutes.

ARTICLE VIII - QUIET POSSESSION

On the commencement date of the term of this Lease as hereinabove set forth, Lessor shall place Lessee in quiet possession of the Leased Properties and shall secure it in the quiet possession thereof against all persons lawfully claiming the same during the entire Lease term and each extension thereof.

ARTICLE IX - RIGHT TO RENEWAL OF LEASE AND CONDEMNATION

Lessee shall give to Lessor in writing notice to renegotiate the Lease for an additional term. Notice by Lessee shall be one (1) year prior to the expiration date of the Lease. If such written request is received by Lessor, both parties shall negotiate in good faith for an additional term.

A. Surrender of Properties. Lessee agrees to and shall, on expiration or sooner termination of the term hereof (or of any extended term hereof), promptly surrender the Leased Properties to Lessor without demand and in good condition, ordinary wear and tear (and damage by the elements of fire or act of God, or by other cause beyond the reasonable control of Lessee) excepted.

B. Condemnation. During the term of this Lease or any extension or renewal thereof, if all of the Leased Properties should be taken for any public or quasi-public use under any law, ordinance or regulation or by right of eminent domain, or should be sold to the condemning authority under the threat of condemnation, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of said properties by the condemning authority. Lessor and Lessee shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such award.

C. Partial Condemnation. If less than all of the Leased Properties shall be taken for any public or quasi-public use under any law, ordinance or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this Lease shall not terminate but the parties shall use their respective compensation from the taking on a pro rata basis to restore, reconstruct or relocate the buildings and other improvements situated on the Leased Properties; provided that such restoration and reconstruction shall make the same reasonably tenantable and suitable for the uses for which the Leased Properties are leased. Any proceeds of the condemnation in excess of the amounts necessary to that purpose shall be on the same pro rata basis distributed between the parties.

ARTICLE X - DEFAULTS

A. Failure to Make Payments. If Lessee shall allow any installment of rent to be in arrears more than thirty (30) days after receipt of written notice from Lessor of such delinquency, Lessor, at its option, may terminate this Lease by then providing written notice to Lessee of its election to terminate, which termination shall take effect on the thirtieth (30th) day after such notice.

B. Other Defaults. If Lessee is in material default of any of its obligations under this Lease, other than for nonpayment of rent as set forth above, Lessor may, at its option, terminate this Lease only after taking the following steps:

1. Lessor shall provide written notice to Lessee setting forth in detail any and all alleged default(s) and giving Lessee an opportunity to cure such default(s) within a reasonable time. A "reasonable time" shall be determined by the nature of the default(s) after taking into consideration all of the circumstances surrounding the Lease and what will be required to cure any alleged default(s).

2. If a properly noticed, material default has not been cured within a reasonable time, and is continuing, and Lessor decides to initiate termination proceedings, then Lessor may petition for formal quasi-judicial proceedings in accordance with the rules, regulations, Charter, Articles and Bylaws of the City Commission.

3. Nature of Proceedings.

a. All such quasi-judicial proceedings shall be de novo proceedings. Unless all parties waive formal proceedings, the parties will be given an opportunity to present testimony and evidence, to cross examine witnesses and to present proposed findings of fact.

b. No ex parte communication will be permitted during the pendency of a

quasi-judicial matter before the City Commission.

4. Hearing Officer Procedures.

a. Petitions for formal proceedings filed by the Lessor hereunder shall be referred by the City Commission to a hearing officer.

b. The City Commission shall contract with the Florida Division of Administrative Hearings for a hearing officer to conduct a hearing on petitions for formal proceedings filed pursuant to this paragraph.

c. A hearing officer appointed or retained pursuant to this paragraph shall be a licensed attorney with the Florida Bar who has practiced law in Florida for at least ten (10) years and who has experience in real estate law, landlord/tenant law, and contract law. No hearing officer shall represent clients before any City agency during the period in which he/she serves as a hearing officer. Each hearing officer shall be compensated at a rate to be fixed by the City Commission.

d. No City employee, elected official or other person who is or may become a party to a proceeding before a hearing officer shall engage in an ex parte communication with the hearing officer. However, the foregoing does not prohibit discussions between the hearing officer and City staff that pertain solely to scheduling and other administrative matters unrelated to the merits of the matter. If a person engages in an ex parte communication with the hearing officer, the hearing officer shall place on the record of the pending case all ex parte written communications received, all written responses to such communications, a memorandum stating the substance of all oral communications received and all oral responses made and shall advise all parties that such matters had been placed on the record. Any party desiring to rebut the ex parte communication shall be entitled to do so, but only if such party requests the

opportunity for rebuttal within ten (10) days after notice of such communication. If he/she deems it necessary due to the effect of an ex parte communication received, the hearing officer may withdraw from the case.

e. The hearing officers who conduct hearings on petitions pursuant to this paragraph shall have the powers of hearing officers enumerated in Section 120.569(2)(f), Florida Statutes (1997).

f. At any time after a matter has been assigned to a hearing officer, the hearing officer may direct the parties to confer for the purpose of clarifying and simplifying the issues, discussing possibilities of settlement, examining documents and other exhibits, exchanging names and addresses of witnesses, resolving other procedural matters and entering into a prehearing stipulation. The hearing officer may require the parties to exchange expert witness reports prior to the hearing.

g. Hearings shall be conducted in the following manner:

(1) All hearings shall be held within sixty (60) days of the date the petition for formal proceedings was filed with the City Commission, unless all parties stipulate in writing to a later hearing date.

(2) All hearings shall be open to the public.

(3) Whenever the City of Tallahassee ordinances require notice of proceedings before the hearing officer to be published in a newspaper of general circulation, unless stated otherwise in the ordinance, such notice shall be published no later than thirty (30) calendar days before the public hearing. The notice shall include the subject matter of the proceeding, the date, time and place of the hearing and general information about citizen participation. The notice shall also include the name,

address and telephone number of the appropriate City department employee who can provide additional information about the proceeding.

(4) The participants before the hearing officer shall be the Lessee, the Lessee's witnesses, City staff and City witnesses.

(5) An initial record shall be prepared by the City Commission clerk and provided to the hearing officer no less than ten (10) days before the hearing. The initial record shall include the following:

- (a) The notice of intent and determination of standing;
- (b) The petition for formal proceedings and documentary evidence attached thereto;
- (c) A staff report identifying the item, providing a summary of the actions prior to hearing officer review, the standards for review, the staff recommendation, factors supporting the staff recommendations and any other information the staff deems applicable;
- (d) Proposed findings filed by the parties, if applicable; and
- (e) Such other materials as may be received from the parties ten (10) days before the hearing, such as resumes and expert witness reports that may not have been included in the petition.

(6) All witnesses shall testify under oath.

h. Testimony and evidence shall be limited to matters directly relating to the petition and proposed termination of the Lease. Irrelevant, immaterial or unduly repetitious testimony or evidence may be excluded.

i. Each party shall be limited to a total of thirty (30) minutes to present its case, including rebuttal. For good cause shown, the hearing officer may grant additional time. Testimony from members of the public who are not parties to the case may be permitted by the hearing officer. If such testimony is permitted, it shall be limited to three (3) minutes per person.

j. The order of presentation of testimony and evidence shall be as follows:

- (a) A brief summary of the matter from the City.
- (b) Testimony from members of the public who are not parties or witnesses of a party.
- (c) Opening comments from Lessee.
- (d) Opening comments from the City.
- (e) Lessee's case.
- (f) City's case.
- (g) Rebuttal from Lessee.

k. The hearing officer shall permit reasonable cross-examination of witnesses.

l. The hearing officer may call and question witnesses or request additional evidence as he/she deems necessary and appropriate.

m. The hearing officer may order the hearing continued until a date certain if necessary to obtain additional information necessary for determination of the matters at issue.

n. The hearing officer shall decide all questions of procedure and admission of evidence.

o. Each witness shall complete a speaker form to be supplied by the City Commission prior to testifying. The speaker forms shall become part of the record.

p. At the conclusion of the hearing, the hearing officer shall consider all relevant evidence and the proposed findings submitted by the parties and shall file a recommended order with the clerk of the City Commission within thirty (30) days of the date of the hearing, unless all parties stipulate in writing to a later date. The hearing officer shall enter a recommended order on the petition and shall include findings of fact and conclusions of law, separately stated within the recommended order.

q. Upon receipt of the hearing officer's recommended order, the City Commission shall serve copies of the recommended order on the parties. The parties shall have ten (10)

working days from the date the recommended order is served to file specific, written objections to the recommended order with the clerk of the City Commission. Objections shall include appropriate references to the record before the hearing officer.

r. Upon receipt of the recommended order from the hearing officer, and after the deadline for receipt of exceptions thereto, the City Commission shall schedule the recommended order for consideration by the City Commission.

s. During its consideration of the recommended order, the City Commission shall have no obligation to entertain comments or argument from anyone. However, the City Commission may address questions to the parties, including City staff or to anyone else related to the recommended order at its discretion. In addition, the City Commission may, on its own motion or at the request of a party, allow each party, including City staff, up to ten (10) minutes for oral presentation or argument. No party, including City staff, may submit new evidence to the City Commission; presentations must be confined to evidence made part of the record before the hearing officer.

t. The City Commission shall adopt the recommended order, adopt the recommended order with changes, or direct staff to prepare a revised order. The City Commission must accept and shall not change any findings of fact reached by the hearing officer unless, after review of the entire record, the City Commission finds there is no competent, substantial evidence to support the hearing officer's findings. The City Commission may change conclusions of law if it is found that the hearing officer did not apply the correct law. If the City Commission directs staff to prepare a revised order, the revised order shall be served on the parties and returned to the City Commission at its next regularly scheduled meeting.

u. The City Commission shall render an order in all quasi-judicial proceedings that shall be promptly filed in the office of the City Commission and delivered to the parties.

v. Decisions by the City Commission based on the recommendation of a hearing officer may be challenged in the Circuit Court for the Second Judicial Circuit by petition for writ of certiorari filed no later than thirty (30) days after the City Commission decision is rendered.

w. The City Commission will not provide or prepare a record of the proceedings before the hearing officer other than what is required above for submission to the City Commission. If a party decides to appeal any decision made by the City Commission on recommendations from a hearing officer and such party needs a record of the hearing officer proceedings or of the City Commission proceedings on the hearing officer's recommended order, such party will need to assure that a verbatim record of the hearing officer proceedings and the City Commission proceedings is made pursuant to Section 286.0105, Florida Statutes.

5. During the pendency of any proceedings before the City Commission, the hearing officer or the Circuit Court as set forth herein, and during the pendency of any appeals from any such proceedings, the termination of the Lease and any other remedy flowing therefrom shall be stayed until a final determination after all appeals, if any, of all issues raised.

C. Default by Lessor. If Lessor defaults on the performance of any term, covenant or condition required to be performed by it under this Lease, Lessee may elect to terminate this Lease upon giving at least thirty (30) days' prior written notice of such intention thereby terminating this Lease on the date designated in such notice unless Lessor shall have cured such default within a reasonable time. A "reasonable time" shall be determined by the nature of the default(s) after taking into consideration all of

the circumstances surrounding the Lease and what will be required to cure any alleged default(s).

D. Dissolution of Lessee. Upon dissolution of Lessee's corporation, all of its assets remaining after payment of all costs and expenses of such dissolution shall be distributed to Lessor (the City of Tallahassee, Florida, a local government for a public purpose), and none of the assets will be distributed to any member, officer or director of Lessee.

E. Remedy upon Termination. Upon termination of this Lease under Paragraph X(A) or Paragraph X(B), after all notices and procedures provided therein have been properly followed and all appeal rights exhausted, the Leased Properties shall revert back to Lessor, who shall have the right to re-enter and take possession of the Leased Properties and to remove all persons and property therefrom. It is expressly agreed that all accounts receivable, bank accounts, inventory and other property owned by Lessee shall be paid over, transferred and conveyed to Lessor as liquidated damages upon termination of the Lease under Paragraph X(A) or Paragraph X(B).

ARTICLE XI - INSPECTION BY LESSOR

Lessee shall permit Lessor and its agents to enter into and upon the Leased Properties at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs or alterations to the buildings.

ARTICLE XII - ASSIGNMENT AND SUBLEASE

Lessee shall not assign this Lease without the prior written consent of Lessor, but Lessor shall not arbitrarily or unreasonably withhold consent. Lessee may sublet portions of the Leased Properties without the prior written consent of Lessor.

ARTICLE XIII - RATES

Subject to applicable requirements imposed by law, Lessee will fix, charge and collect, or cause to be fixed, charged and collected, rates, fees and charges for the use of the Leased Properties and for the services furnished or to be furnished by Lessee, which, together with all other receipts and revenues of Lessee and other funds available therefor, as will be sufficient to produce net income to pay all present and future bonded indebtedness. Lessee will, from time to time and as often as shall be necessary, revise or cause to be revised, subject to applicable requirements imposed by law, such rates, fees and charges as may be necessary or proper so that the net income in each year will not be less than the amount required for any bonded indebtedness. If in any year the net income shall be less than the amount required as described above, Lessee will, on or before the passage of one hundred twenty (120) days after the close of such year, revise the rates, fees and charges applicable to the operation of the facilities that will result in producing the net income required in the then current year.

Lessee shall pay all costs, attorney's fees and expenses of Lessor payable pursuant to this Lease or in connection with any refinancing by Lessor or new financing by Lessee.

ARTICLE XIV - MANAGEMENT AND OPERATION

Lessee covenants and agrees to operate a not-for-profit medical center including a hospital and medically related programs for the diagnosis, treatment and care of sick and injured people without discrimination based on race, creed, color, national origin or sex, consistent with accepted principles of hospital financial management. Lessee agrees and covenants not to deny emergency hospital care to any person based on inability to pay. Neither any part of any net earnings from the operation of the medical center nor any political or self-gain shall inure to the benefit of any member of the corporation or to any

individual. It is understood that Lessee shall have the further right to refuse admittance of patients because of a lack of facilities or to protect the welfare of patients already admitted and to adopt and amend from time to time appropriate rules respecting the admission of patients.

Lessee covenants and agrees to operate a full service hospital with all major services as Lessee may deem appropriate to service the needs of the community.

Lessee shall comply with all laws, rules, regulations and requirements of all Federal, State and local governments and agencies and departments thereof which are applicable to it or to licensed hospitals in the State and shall at all times have in effect all licenses necessary for the operation of the hospital facilities as contemplated by this Lease Agreement. Further, Lessee shall maintain and comply with all license requirements, rules or regulations imposed by Federal, State or local authorities in order to maintain Lessee's eligibility for payments from Medicare, Medicaid or succeeding governmental programs.

ARTICLE XV - INDEMNITY OF LESSOR

Lessee shall indemnify, defend and hold harmless Lessor from any and all costs and expenses, (including without limitation costs of litigation and attorneys' fees), all claims or damages and all causes or actions, whether in contract, tort, or otherwise (including without limitation any loss or damage to property or any injury to or death of any person that may be occasioned due to any defect in the Leased Properties even if such defect existed prior to the delivery of possession of the Leased Properties or any portion thereof to Lessee), arising from or related in any way to the operation, use or improvement of, or construction on, the Leased Properties, or any portion thereof (including but not limited to the discharge of petroleum products on property described in "Composite Exhibit B" attached hereto and by reference made a part hereof, which is the subject of a site assessment and institutional control in the form of a

Declaration of Restrictive Covenants as required by the Florida Department of Environmental Protection). Lessee further agrees to indemnify and hold Lessor harmless from any and all claims asserted against, and costs or expenses incurred by Lessor as a result of, or arising from, any Environmental Hazards being found at, on or under the Leased Properties. For the purposes hereof, "Environmental Hazard" shall mean any substance, chemical or waste that is identified as dangerous, toxic or hazardous and subject to federal, state or local environmental regulations, now or hereafter enacted or promulgated by any governmental authority or court ruling.

Lessee further agrees to honor all existing valid and enforceable contracts between Lessor and third parties relating to TALLAHASSEE MEMORIAL HOSPITAL, TALLAHASSEE MEMORIAL REGIONAL MEDICAL CENTER or TMRMC, Inc., and to hold Lessor harmless from any claim or action arising out of or incident thereto, as well as from any dispute arising from any present building contract or from any pending or prior claims or litigation in which TALLAHASSEE MEMORIAL HOSPITAL, TALLAHASSEE MEMORIAL REGIONAL MEDICAL CENTER, TMRMC, Inc. or Lessee is a party or in any way involved, or from any past, present or future valid and enforceable obligations of TALLAHASSEE MEMORIAL HOSPITAL, TALLAHASSEE MEMORIAL REGIONAL MEDICAL CENTER, TMRMC, Inc., Lessee or any of their divisions, units or subsidiaries.

ARTICLE XVI - EXAMINATION OF BOOKS AND RECORDS OF LESSEE

Lessee covenants that Lessor shall have the right at all reasonable times to enter upon the premises to examine and inspect the financial books and accounts of Lessee.

ARTICLE XVII - MISCELLANEOUS

A. Board Meetings. No citizen shall be denied the right to address Lessee's Board of

Directors. Upon written request, any resident of the City of Tallahassee shall be placed on the agenda for the next regular Board of Directors meeting within sixty (60) days following the request for the specific purpose set forth in the written request.

B. Amendments to Corporate Documents. Any change to the Articles of Incorporation or the Bylaws of the Lessee shall be subject to confirmation by the City Commission of the City of Tallahassee, Florida. If the City Commission fails to reject any proposed changes within sixty (60) days after submission of the proposed changes to the City Commission, then such inaction by the City Commission shall be deemed confirmation by the City Commission.

C. Budget. Lessor shall have the right to review the budget of Lessee.

D. Notice. All notices to be given under this Agreement shall be given by hand delivery, by overnight mail or by certified mail, return receipt requested, addressed to the proper party at the following addresses:

Lessor: City of Tallahassee
City Manager
City Hall
Tallahassee, Florida 32301

Lessee: Chief Executive Officer
Tallahassee Memorial HealthCare, Inc.
1300 Miccosukee Road
Tallahassee, Florida 32308

Such notice shall be effective upon receipt.

E. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit

of the parties hereto, their legal representatives, successors and assigns when permitted by this Agreement.

F. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

G. Amendments. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing dated subsequent to the date hereof and duly executed by the parties hereto.

H. Rights and Remedies Cumulative. The rights and remedies provided by this Lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

I. Waiver of Default. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Lease shall be deemed to be a waiver of any other breach of the same or any term, condition or covenant contained herein.

J. Excuse. Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by any acts of God, strikes, lockouts, material, or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of the Lessor and the Lessee and by which the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

K. Counterparts. This Third Amended and Restated Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one in the same instrument.

L. Effective Date. This Third Amended and Restated Lease Agreement shall take effect as of June 30, 1979, as though executed on that date.

M. Professional Office Building Facilities. The parties specifically acknowledge that the Professional Office Building Lease Agreement dated June 1, 1987, was canceled by the parties thereto pursuant to the Amended and Restated Lease Agreement, and the parties agree that Lessor has retained title to and possession of the facilities leased under the Professional Office Building Lease Agreement subject to and fully encumbered by the terms and conditions of the Lease and the rights of Lessee thereunder, and further agree that said facilities shall be subject to all terms and conditions of the Lease.

N. Attorneys' Fees. The prevailing party in any litigation arising out of or pertaining to this Third Amended and Restated Lease Agreement shall be entitled to the costs of such action, including but not limited to attorneys' fees through appeal.

O. Development of Leased Properties. Lessee shall comply with, and the Leased Properties shall be subject to, all applicable federal, state, and local laws, statutes, ordinances, regulations, orders and agreements relating to development or improvement of, and the conduct of any development activities

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

Signed, sealed and delivered
in the presence of:

Donna Raffenapenger
Donna Raffenapenger
PRINT NAME

Stephanie R. Bolden
Stephanie R. Bolden
PRINT NAME

CITY OF TALLAHASSEE
BY: [Signature]
Print Name: John R. Marks, III
MAYOR-COMMISSIONER

ATTEST:
BY: [Signature]
Print Name: Gary Herndon
CITY TREASURER-CLERK

Carla K. Powe
Carla K. Powe
PRINT NAME
Debra W. Sweetney
Debra W. Gwaltney
PRINT NAME

TALLAHASSEE MEMORIAL HEALTHCARE, INC.
BY: [Signature]
Print Name: Duncan Moore
Title: President/CEO

ATTEST:
BY: [Signature]
Print Name: Jack E. Crow
Title: Secretary

APPROVED AS TO FORM:
BY: [Signature]
Print Name: Ann J. Wild
Assistant CITY ATTORNEY

(CORPORATE SEAL)

APPROVED BY CITY COMMISSION
September 10, 2003

COMPOSITE EXHIBIT "A"

Page 1 of 7

Parcel #1

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

COMPOSITE EXHIBIT "A"

Page 2 of 7

ALSO:

Parcel #2

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

ALSO:

Parcel #3

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

COMPOSITE EXHIBIT "A"

Page 3 of 7

ALSO:

Parcel #4

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

ALSO:

Parcel #5

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

COMPOSITE EXHIBIT "A"

Page 4 of 7

ALSO:

Parcel #6: BEHAVIORAL HEALTH CENTER PROPERTY

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

COMPOSITE EXHIBIT "A"

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ALSO:

Parcel #7: HODGES DRIVE (ABANDONED)

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

COMPOSITE EXHIBIT "A"

Page 6 of 7

LESS AND EXCEPT:

Parcel #8: GAS VALVE STATION

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

COMPOSITE EXHIBIT "A"

Page 7 of 7

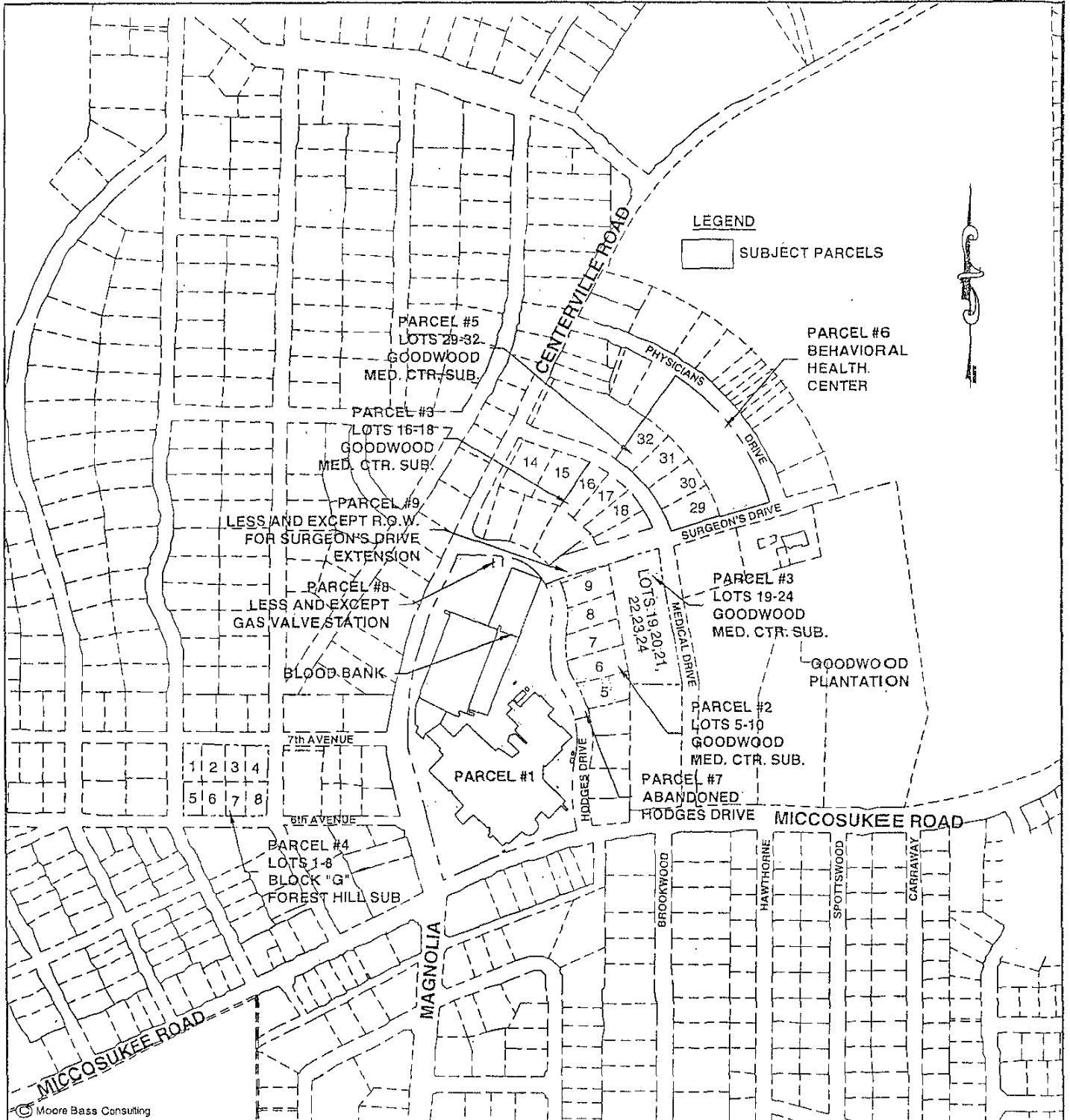
LESS AND EXCEPT:

Parcel #9: SURGEON'S DRIVE

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

Moore Bass

CONSULTING
TALLAHASSEE ATLANTA COLUMBUS
www.moorebass.com



© Moore Bass Consulting

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

CLIENT NAME	TALLAHASSEE MEMORIAL HEALTHCARE	PROJECT NAME	THE BIXLER EMERGENCY CENTER	FILE #		TMH EXHIBIT A.DWG	
				CONTRACT #	282.020	ARCHIVE	
				DATE	7/17/01	DRAWN BY	BH
						SHEET TITLE	1.0
						LOCATION SKETCH OF PROPERTIES SUBJECT PROPERTIES	

Thurman Roddenberry and Associates, Inc.
Professional Surveyors and Mappers

PO Box 100
125 Sheldon Street
Sopchoppy, Florida 32358
USA

Phone: 850-962-2538
Fax: 850-962-1103

April 15, 2002

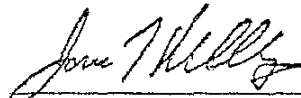
Legal Description of a 0.09 Acre Tract
For: Tallahassee Memorial Healthcare

I hereby certify that this is a true and correct representation of the following described property and that this description meets the minimum technical standards for land surveying (Chapter 61G17-6, Florida Administrative Code).

Commence at the Northwest corner of Lot 5 of Goodwood Medical Center, a subdivision as per map or plat thereof recorded in Plat Book 3, Page 244 of the Public Records of Leon County, Florida and run South 78 degrees 53 minutes 31 seconds West 79.85 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run South 44 degrees 23 minutes 39 seconds West 62.51 feet, thence run North 45 degrees 36 minutes 21 seconds West 11.99 feet, thence run South 44 degrees 23 minutes 39 seconds West 7.00 feet, thence run North 45 degrees 28 minutes 57 seconds West 41.36 feet, thence run North 44 degrees 23 minutes 39 seconds East 60.17 feet, thence run North 67 degrees 38 minutes 21 seconds East 23.97 feet, thence run South 44 degrees 36 minutes 02 seconds East 19.20 feet, thence run South 18 degrees 52 minutes 33 seconds East 27.65 feet to the POINT OF BEGINNING containing 0.09 acres, more or less.

NO FIELD work has been performed to verify the accuracy of the property described herein.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries:

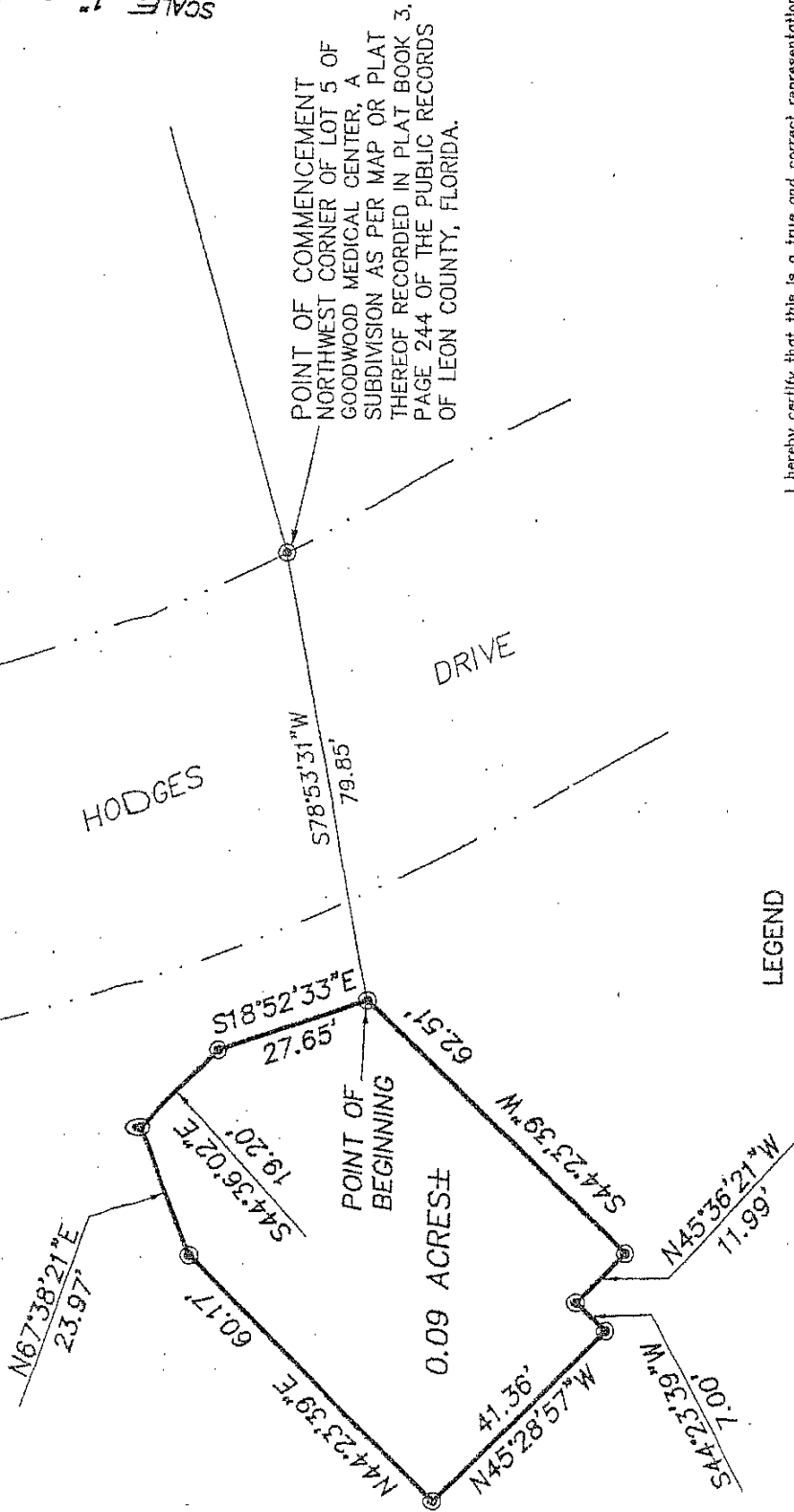


James T. Roddenberry
Surveyor and Mapper
Florida Certificate No: 4261

98-121ac.0.09sk.

"THIS IS NOT A BOUNDARY SURVEY"

SKETCH OF PROPERTY FOR:
TALLAHASSEE MEMORIAL HEALTHCARE



SCALE 1" = 30'

Composite Exhibit B
Page 2 of 2

LEGEND

⊙ POINT NOT SET OR FOUND

I hereby certify that this is a true and correct representation of the sketch shown hereon and that this sketch meets the minimum technical standards for land surveying (Chapter 61G17-6, Florida Administrative Code).

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries.

James T. Roddenberry
 JAMES T. RODDENBERRY
 Surveyor and Mapper
 Florida Certificate No. 4261

Thurman Roddenberry and Associates, Inc.
 Professional Surveyors and Mappers

P.O. Box 100 • 125 Sheldon Street • Sopchoppy, FL 32358-0100 • (850) 962-2539
 LB NO. 7160

DATE: 04/12/02 DRAWN BY: BR COUNTY: LEON
 FILE: 98121E1.DWG JOB NUMBER: 98-121

NOTES:

1. SOURCE: A previous survey by this firm (Job #98-121) and special instructions as per client.
2. BEARING REFERENCE: Grid bearing between GPS station TLC 2 29 1N1E 1988 and it's Azimuth mark being S35°08'23"E as per City of Tallahassee publication.
3. NO FIELD WORK has been performed to verify the accuracy of the sketch shown hereon.
4. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
5. See attached sheet for legal description.