

**IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT IN AND FOR
LEON COUNTY, FLORIDA**

Case No. _____

Tallahassee Branch NAACP,
Jacqueline Y. Perkins,
Moises Humberto Martinez,
Ada Kilpatrick, and
Wilson Barnes.

Plaintiffs

v.

City of Tallahassee, Florida
Defendant.

_____ /

COMPLAINT FOR DECLARATORY JUDGMENT AND INJUNCTIVE RELIEF

Plaintiffs, the Tallahassee Branch NAACP, Jacqueline Y. Perkins, Moises Humberto Martinez, Ada Kilpatrick, and Wilson Barnes sue Defendant, the City of Tallahassee, Florida (the “City”), and allege:

Jurisdiction

1. The Court has jurisdiction under Chapter 86, Florida Statutes, because there is a real and practical dispute about the City's responsibilities regarding Section 155.40, Florida Statutes, in relation to transferring municipal hospital assets.
2. The municipal hospital's assets comprise approximately seventy acres of land and associated buildings, collectively forming the campus delineated by Centerville Road and Miccosukee Road. Exhibit 1.
3. The venue is proper in Leon County because the City is located here and the property and governmental actions at issue occurred in this County.

Parties

4. Plaintiff Tallahassee Branch NAACP, a 501(c)(4) organization, whose members are residents of the City of Tallahassee and Leon County, and patients or former patients of the municipal hospital, known as the Tallahassee Memorial Hospital (TMH), operated under a lease with the City of Tallahassee.
5. Plaintiff Tallahassee Branch NAACP'S members face persistent disparities in maternal and infant health, as well as disproportionate rates of male prostate cancer among groups that,, continue to present challenges. These disparities and others, impact local branch membership and align with national NAACP's healthcare objectives.
6. The NAACP members are affected by the City's March 11, 2026, illegal transfer of the hospital assets to Florida State University because the City failed to comply with the statutory "inability to pay" healthcare provision and the healthcare economic development trust fund protections of Section 155.40, Florida Statutes.
7. Plaintiff Jacqueline Y. Perkins, an individual, is also a member of the NAACP and resides within the city limits of the City of Tallahassee, Florida.
8. Plaintiff Perkins and her family are longstanding patients of the municipal hospital; she has a future visit with the hospital. She is an intended beneficiary the City's lease with TMH related to the inability to pay provision in the lease agreement.
9. Plaintiff Perkins is an intended beneficiary of Section 155.40 of the Florida Statutes, which applies to indigent individuals who are currently unable to pay for healthcare services. This statute ensures continued treatment for such patients. Section 155.40(16)(a) requires the City to fund a health care economic development trust fund, while Section 155.40(b) obligates the City to allocate funds specifically for indigent care for the benefit of those with the inability to pay.
10. Plaintiff Moises Humberto Martinez, an individual, resides within the city limits of the City of Tallahassee, Florida. He was an emergency room patient in 2023. He received benefits under the municipal hospital's Charity Care Policy and the City's lease, notably from provisions pertaining to the inability to pay within both the policy and the lease agreement.
11. Plaintiff Martinez is an intended beneficiary of Section 155.40 of the Florida Statutes, which applies to indigent individuals who are currently unable to pay for healthcare services. This statute ensures continued treatment for such patients. Section 155.40(16)(a) requires the City to fund a healthcare economic development trust fund, while Section 155.40(b)

obligates the City to allocate funds specifically for indigent care for the benefit of those with the inability to pay.

12. Plaintiff Ada Kilpatrick has been a patient of the municipal hospital on multiple occasions. The last occasion was in May of 2023.
13. Plaintiff Kilpatrick has received free medical services from the municipal hospital because she is an intended beneficiary under the City's 1979 and 2003 lease agreements with the hospital operator. These agreements guarantee medical services to patients like Ms. Kilpatrick who have an inability to pay for medical services.
14. Plaintiff Kilpatrick is an intended beneficiary of Section 155.40 of the Florida Statutes, which applies to indigent individuals who are currently unable to pay for healthcare services. This statute ensures continued treatment for such patients. Section 155.40(16)(a) requires the City to fund a healthcare economic development trust fund, while Section 155.40(b) obligates the City to allocate funds specifically for indigent care for the benefit of those with the inability to pay.
15. Plaintiff Kilpatrick is currently uninsured. Given her medical diagnosis and prognosis, she will need the municipal hospital's services.
16. Plaintiff Wilson Barnes is a resident of the City of Tallahassee, Florida and retired from the Army at the rank of a Full Colonel. He is a Vietnam Disable Veteran.
17. Plaintiff Barnes is a member of the executive board member of the Tallahassee Branch NAACP and Golden Heritage Life Member of the national NAACP.
18. Plaintiff Barnes has been a patient of the municipal hospital several times, and is likely to use the municipal hospital in the future, because there is no VA hospital in Tallahassee.
19. Defendant City of Tallahassee is a Florida municipal corporation located in Leon County, Florida.
20. The City established and maintained control over the land, facilities, bylaws, and indebtedness of TMH until March 11, 2026.
21. In the 1940s, the City amended its Charter to acquire land and construct a municipal hospital.
22. The City formed a municipal hospital board under CHAPTER 65-2299 Laws Of Florida. In 1965, the special act stated that any member of said

municipal hospital board may be removed by a majority vote of the City. Exhibit 2.

23. In 1979, the Florida Legislature enacted additional amendments to Chapter 65-2299, providing the City with the authority to lease the Tallahassee Memorial Regional Medical Center's capital facilities, real property, fixtures, and equipment to a non-profit corporation. Exhibit 3.

Background

24. On June 30, 1979, the City executed a 35-year lease of the municipal hospital to the Tallahassee Memorial Regional Medical Center, Inc., a Florida nonprofit organization, for an annual rental of \$1. Exhibit 4.
25. Pursuant to the 1979 lease, the Tallahassee Memorial Hospital was prohibited from incurring bonded indebtedness or amending its articles of incorporation or Bylaws without obtaining the consent or approval of the City.
26. The City obligated TMH to commit and promise that no person would be denied urgent or emergency hospital care because they could not pay, thus making such person a beneficiary of the lease.
27. On September 18, 2003, the City signed a Third Amended and Restated Lease Agreement. The effective date of this lease agreement was June 30, 1979. Exhibit 5.
28. City's Third Amended and Restated Agreement increased the term from 35 years to 43 years.
29. The City modified the Third Amended and Restated Agreement with: a first modification on June 24, 2009; a second on November 30, 2015 (regarding SECHS); a third on June 2, 2017; and another on October 30, 2003, concerning the release of property for an electric generation project. None of these modifications address key issues raised in this complaint. Exhibit 6.

Facts

30. Since 1940's the municipal hospital grew to a 772-bed acute hospital serving a 21-county region across North Florida and South Georgia that "employs 4,909 full time equivalent staff members and operates multiple specialty care employees and operates multiple specialty care centers, a psychiatric hospital, 50 affiliated physician practices, and four physician residency programs."
31. On March 25, 2025, the leasee, Tallahassee Memorial Hospital, upon learning in a meeting with the City on March 24, 2025, that the City was considering a sale or transfer of the hospital assets to Florida State

University, formally requested the City to transfer the ownership of the property and assets to leasee.

32. On March 26, 2025, the City acknowledged that the “City continued ownership of the municipal hospital” and its authority to “confirm appointments” to the TMH Board since 1979.
33. On March 26, 2025, the City began exploring a sale of the property exclusively to Florida State University.
34. On March 11, 2026, the City Commission voted, 3 to 2, to transfer hospital assets to Florida State University, without complying with the statutory procedures governing the disposition of municipal hospitals and thereby summarily rejected Tallahassee Memorial Hospital’s offer.
35. The City’s transfer of hospital assets constitutes a disposition of assets of a municipal hospital under Section 155.40, Florida Statutes.
36. The City purposely failed to adhere to Section 155.40, thereby exacerbating the violation by altering the existing lease, expediting the asset transfer, and adjusting the lease term. These actions increase potential risks to the health and treatment of the indigent and other patients of the municipal hospital.
37. The City failed to allocate the net proceeds from the sale in accordance with Section 155.40(16)(a)(b), Florida Statutes, which requires the establishment and appropriation of a Health Care Economic Development Trust Fund and the provision of indigent care, which encompasses primary care, physician specialty services, outpatient care, and inpatient care.
38. An actual controversy exists concerning whether the City is required to comply with Section 155.40 before transferring or selling the Hospital property to Florida State University in violation of the law and at a price substantially less than the market price.
39. The City’s action is subject to Section 155.40 because the facility is a municipal hospital.
40. An actual controversy exists between the parties regarding whether the City must comply with Section 155.40, Florida Statutes before transferring the hospital property.
41. The City did not secure the consent of TMH to the transfer of assets or the sale of the hospital or offer to sell the municipal hospital assets to TMH on March 11, 2026.
42. The City’s actions jeopardize the provision of healthcare to indigent residents of the City and County because of the City’s action, no lease between the City and TMH or between FSU and TMH, in fact, exists. If FSU does not execute a new lease with TMH, TMH will, in effect, be operating

without a valid license, violating the Florida law under Chapters 395 and 408, Florida Statutes, which could result in involuntary termination of physicians and medical staff's privileges at the hospital.

43. The City's March 11, 2026, action places, at risk, the Medicare/Medicaid provider agreements under which TMH operates, as well as related provider agreements. These agreements are linked to TMH's license to operate the hospital.
44. Based on belief, the City has not been presented with any amended or restated lease between FSU and TMH, nor has a closing on the property occurred.

Statutory Framework

45. In part, Section 155.40(16)(a), Florida Statutes, requires the City "(d)eposit 50 percent of the net proceeds of the sale ... into a health care economic development trust fund, which shall be under the control of the ... city or municipal government services, or new or expanded healthcare education programs or commercialization of healthcare research within the affected community."
46. In addition, Section 155.40(b), Florida Statutes requires the City (a)ppropriate 50 percent of the net proceeds of the sale ... for funding the delivery of indigent care, including, but not limited to, primary care, physician specialty care, out-patient care, in-patient care, and behavioral health, to hospitals within the boundaries of the district with consideration given to the levels of indigent care provided."
47. An actual controversy exists between the parties regarding whether the City must comply with Section 155.40, Florida Statutes before and after transferring the hospital's property. The controversy is real, immediate, and appropriate for judicial determination.

Count I — Declaratory Judgment (Section 86.011, Florida Statutes)

48. Plaintiffs reallege paragraphs 1–32, as if fully set forth.
49. A bona fide, actual, and present controversy exists as to (1) the City's obligation to comply with Section 155.40 before transferring municipal hospital assets to FSU and (2) the allocation of the proceeds under subsection (16).
50. An actual controversy exists between the parties regarding whether the City must comply with Section 155.40, Florida Statutes before transferring the hospital's property. The Plaintiffs contend the statute applies because the facility is a municipal hospital.

51. The City has taken actions leading to the sale without complying with the statutory procedures governing the disposition of municipal hospitals and has placed the plaintiff's healthcare at risk because of the March 11, 2026, transfer. The risks also presents a bona fide, actual, present need for a declaration in this case.

52. The Plaintiffs seek declarations that:

- (a) the hospital was created, in part, by Chapter 65-2299, Laws of Florida, and operated under the City-TMH lease as a municipal hospital;
- (b) the proposed transfer of hospital assets is governed by Section 155.40;
- (c) the City must comply with the statutory procedures, including proceeds allocation and indigent-care protections, before consummating a sale or transfer of the hospital assets;
- (d) the transfer of hospital assets constitutes a transaction governed by Section 155.40, Florida Statutes; and
- (e) the March 16, 2026, transfer of assets is void and invalid.

Count II — Preliminary and/or Permanent Injunction Relief

42 The Plaintiffs reallege paragraphs 29-36 as is fully set forth.

43 Immediate and irreparable injury will occur, absent an injunction because the entire closing of the transaction may be completed before a full evidentiary hearing on the allegation in this complaint.

44 The likelihood of success on the merits is substantial, because the March 11, 2026, transfer of assets of the municipal hospital did not comply with Section 155.40, Florida Statutes.

45 There is the lack of an adequate remedy at law, because the City's actions circumvent the process required by Section 155.40, including submission of the transaction to the Agency for Health Care Administration (AHCA) for review and approval, which allow Plaintiffs the opportunity to participate as provided by Chapter 120, Florida Statutes.

46 The Plaintiffs will suffer irreparable harm absent an injunction, because the closing would have occurred without providing the statutory protection for indigent care and indigents are subject to the loss of Medicaid and Medicare funding.

47 The Plaintiff's rights are clear, and the public interest would be served by an injunction.

48 Therefore, the Plaintiffs seek an order preliminarily and/or permanently enjoining the City from proceeding to closing on the proposed transfer of the hospital assets unless and until the City fully complies with the requirements of section 155.40, Florida Statutes.

Prayer for Relief

WHEREFORE, Plaintiffs respectfully request that the Court enter judgment in their favor and grant the following relief:

- a. a declaration that the hospital created by the City and operated under the City-TMH lease is a municipal hospital;
- b. that the proposed transfer of hospital assets or sale of the municipal hospital is governed by Section 155.40, Florida Statutes;
- c. that the City must comply with all statutory procedures, including proceeds allocation and indigent-care protections, before consummating any transfer or sale of the hospital;
- d. that the March 11, 2026 transfer of assets to Florida State University is void.
- e. a preliminary, and/or permanent injunction prohibiting the City from closing or transferring hospital assets unless and until it complies fully with Section 155.40, Florida Statutes.
- f. an award of taxable costs; and attorney fees.
- g. such other and further relief as the Court deems just and proper.

Demand for Jury Trial

Plaintiffs request a jury trial on all issues so triable if presented during the course of the proceeding.

Respectfully submitted,

This ___ day of April, 2026.

/s/ Jack L. McLean, Jr.

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Exhibit 1



Current TMH Leased Area

- P.1 – Main hospital parcel west of Hodges Drive
- P.2 – Lots 5-10 of Goodwood Medical Center less Surgeons Drive
- P.3 – 4.03 acres less Surgeons Drive and less 1.06 acres removed in 3rd modification
- P.4 – Lots 1-8, Block G of Forest Hill
- P.5 – Lots 29-32 of Goodwood Medical Center unit 2 unrec.
- P.6 – Behavioral Health Center Property
- P.7 – abandoned Hodges Drive
- P.8 – 26.43 acres added in 1st modification
- P.9 – 10.19 acres added in 1st modification
- P.10 – Holy Comforter site and TMH Court added in 2nd modification

Total Acreage = 66.09 acres +/-

CHAPTER 65-2299 LAWS OF FLORIDA

HOUSE BILL NO. 2489

AN ACT creating a municipal hospital board of the City of Tallahassee, providing for the appointment to and membership of said board, and prescribing the powers and duties of said board and the qualification of members thereof and repealing all laws of parts of laws in conflict with the provisions thereof.

Be It Enacted by the Legislature of the State of Florida:

1. There is hereby created a municipal hospital board of the City of Tallahassee to be composed of twelve members, to be appointed by the City Commission, to serve for a term of three years each, or until their successors are appointed and have accepted such appointment. Each of the members of said municipal hospital board shall be qualified electors and real property taxpayers of Leon County, Florida. The term of membership of said board shall begin and run from the 1st day of June in the year in which such appointment shall be made. In appointing the first municipal hospital board pursuant to the terms hereof four members shall be appointed for a term of one year, four for a term of two years, and four for a term of three years. No board members shall serve more than nine (9) continuous years. In the event of the resignation or death of a member of the board, the City Commission shall fill such vacancy so created by such resignation or death by an appointment for the unexpired term of the member creating such vacancy.

Any member of said municipal hospital board may be removed by a majority vote of the City Commission in the event any such member shall violate the provisions of this Act, fail to attend meetings of said hospital board, or fail to attend to the duties imposed by this Act upon said board.

No officer or employee of the City of Tallahassee, and no officer or employee of Leon County shall be eligible to membership on the municipal hospital board. No member of said hospital board shall be interested in the profits or emoluments of any contract, work, sale to or service for the hospital, and any such contract in which a member is, or may be interested, shall be declared void by the city commission of the City of Tallahassee.

The president of the Tallahassee Memorial Hospital medical staff and the presiding officer of the women's auxiliary of Tallahassee Memorial Hospital shall be ex officio members of the municipal hospital board, but shall not be voting members of said board.

Section 2. The municipal hospital board shall have the following duties:

(1) To manage and operate the Tallahassee Memorial Hospital for the City of Tallahassee to the end that the same might be operated to the degree of greatest service to the community and with efficiency and economy.

(2) To prescribe and enforce rules and regulations under which physicians might be admitted to the medical staff of the hospital and engage in the practice of medicine, surgery and the respective branches thereof in the hospital.

(3) To prescribe and enforce rules and regulations under which patients shall be admitted for treatment and receive treatment in the hospital, to establish reasonable rates and charges for the facilities and services thereof and provide for the payment or collection of such rates and charges.

- (4) To assume the custody of all the real and personal property of the hospital and provide for the proper preservation of same.
- (5) To provide for the proper accounting of all funds collected or derived from the operation of the hospital, the proper disbursement thereof for the reasonable and necessary operating expenses thereof and the payment of any surplus funds to the City Auditor and Clerk under such rules as may be prescribed by law or by the City Commission. The municipal hospital board is hereby authorized to establish and retain an operating surplus which shall be under the control of said board.
- (6) To employ a hospital administrator, director or superintendent to actively supervise the operation of the hospital in accordance with the policy, rules and regulations established by the board, who shall serve at the pleasure of the board, and to fix his salary.
- (7) To confer with the medical staff of the hospital relative to the hospitalization and treatment of patients in the hospital and the operation thereof and to receive and consider such recommendations as might be made to the board by such staff.

Section 3. The municipal hospital board, in order to carry out the duties imposed by this Act, shall have the following powers:

- (1) To employ such personnel for the proper and efficient operation of the hospital and establish and fix the respective salaries thereof, including the power to appoint a roentgenist, a pathologist and such technicians as shall be deemed necessary by the board and to establish and fix their compensation on a basis therefor.
- (2) To contract with the various governmental bodies or agencies, the Leon County Welfare Association and other charitable or benevolent associations for the admission and treatment of indigent patients at the Hospital upon proper and reasonable fees and charges.
- (3) To purchase, authorize or provide for, the purchase of such supplies and equipment in accordance with appropriations therefor duly made in the annual budget of the board as approved by the City Commission.
- (4) To receive, expend and properly account for all special funds donated or given by any person, firm, or corporation to the Tallahassee Memorial Hospital to be used for a specific purpose designated by the donors of such funds.
- (5) To adopt by laws subject to the approval of the City Commission.

Section 4. The municipal hospital board shall operate the hospital on a fiscal year basis beginning March 1 of each year and ending on the last day of February of the following year. Prior to the beginning of each fiscal year the board shall prepare or cause to be prepared a detailed budget for the operation of the hospital for the ensuing fiscal year and submit the same to the City Commission for approval. All expenditures by the board for the operation of the hospital or the purchase of additional equipment or for any other purpose shall conform to the budget as approved by the City Commission and no expenditures shall be made in excess of the appropriation for the purpose of which the expenditure is to be made unless an additional appropriation therefor shall be made and then approved by the City Commission.

Section 5. There shall be a president, a vice president, a secretary and a treasurer of the hospital board who shall be selected by the membership of said board and who shall hold their respective offices for a period of one year beginning on the 1st day of June of each year. Subject to the provisions of sub-section (5) of Section 2, all funds received in connection with the operation of the hospital shall be promptly deposited in a depository in the same manner as other funds of the City of Tallahassee and under the same terms and conditions as funds of the City are required to be kept by law, except that such funds shall be deposited to the account of "Tallahassee Memorial Hospital" and shall be subject to the

disbursement only upon warrant or check drawn upon such account and signed by either the president or the treasurer of the board and by either the superintendent or business manager of the hospital. The treasurer of the board shall give a fidelity bond in the usual terms payable to the City of Tallahassee in such amount as shall be determined by the board.

Section 6. The action of the City Commission of the City of Tallahassee and the ordinances of the City of Tallahassee heretofore taken and adopted creating a municipal hospital board of the City of Tallahassee are hereby ratified and confirmed.

Section 7. All laws or parts of laws in conflict herewith be, and the same are, hereby repealed.

Section 8. This Act shall take effect July 1, 1965.

Became a law without the Governor's approval.

Filed in Office Secretary of State June 25, 1965.

House Bill No. 825

An act relating to the City of Tallahassee, Leon County; adding section 7 to chapter 65-2299, Laws of Florida, as amended, authorizing the City Commission of the City of Tallahassee to lease Tallahassee Memorial Regional Medical Center to a non-profit corporation; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Chapter 65-2299, Laws of Florida, as amended, is amended by adding the following section:

Section 7. The City of Tallahassee is authorized to lease the capital facilities of Tallahassee Memorial Regional Medical Center, including without limitation the real property, improvements, fixtures, equipment and other appurtenances to a non-profit corporation, approved by the City Commission, upon its determination that it is in the best interest of the City to do so; and provided that the first Board of Directors of said non-profit corporation shall be composed of the members of the Municipal Hospital Board.

Section 2. This act shall take effect June 30, 1979.

Became a law without the Governor's approval.

Filed in Office Secretary of State May 23, 1979.

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 Ruffensperger
Donna Ruffensperger
PRINT NAME

Stephanie R. Bollen
Stephanie R. Bollen
PRINT NAME

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

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:

(CORPORATE SEAL)

BY: [Signature]

Print Name: Ann T. Wild
Assistant CITY ATTORNEY

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"

Page 5 of 7

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 let 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

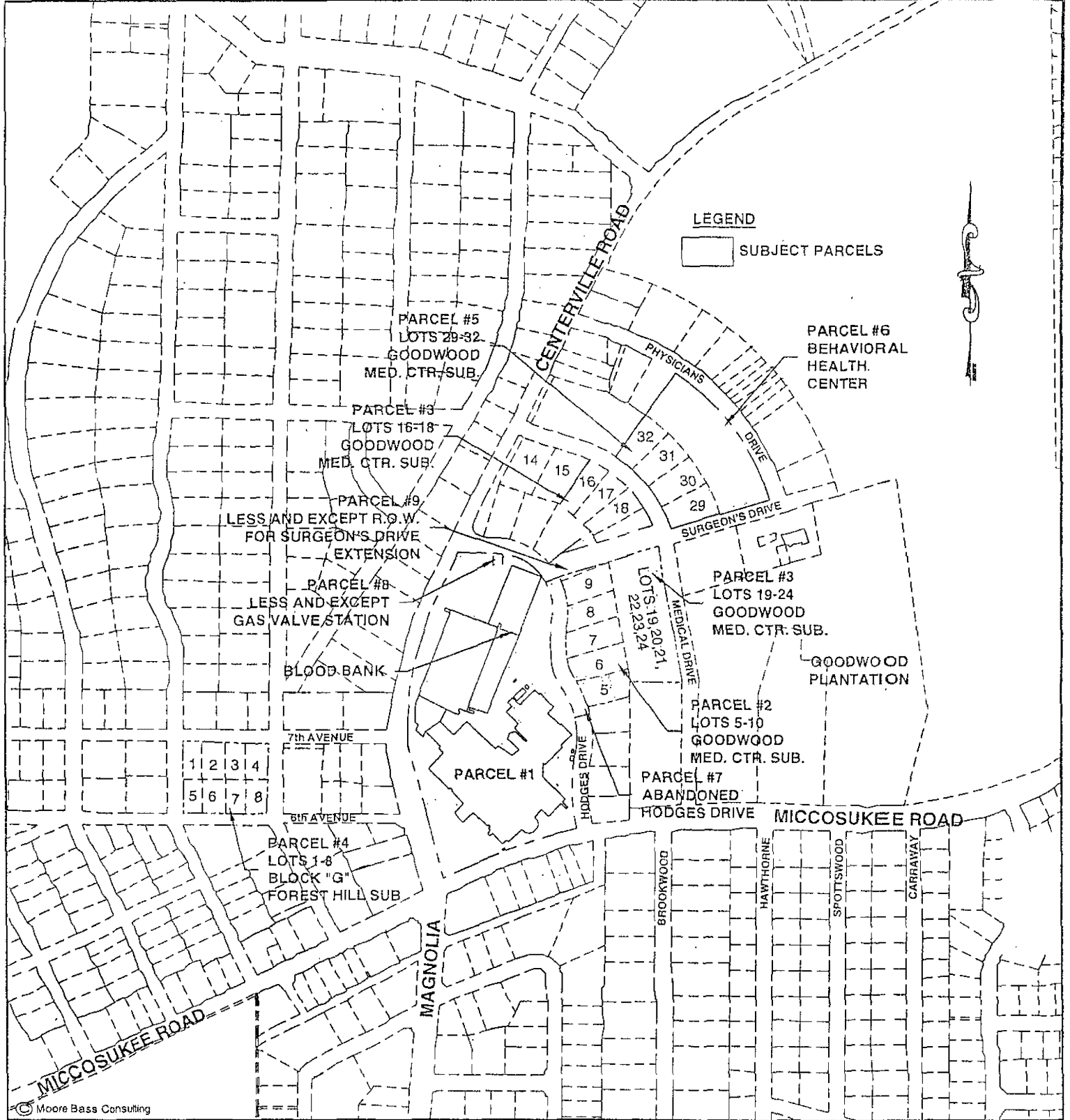
LESS AND EXCEPT:

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 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



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The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are Instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.		FILE #	TMH EXHIBITA.DWG
		CONTRACT #	282.020
		DATE	7/17/01
CLIENT NAME	TALLAHASSEE MEMORIAL HEALTHCARE	PROJECT NAME	THE BIXLER EMERGENCY CENTER
		DRAWN BY	BH
		SHEET TITLE	LOCATION SKETCH OF PROPERTIES SUBJECT PROPERTIES
			1.0

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

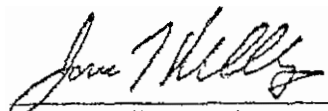
Legal Description of a 0.09 Acre Tract
For: Tallahassee Memorial Healthcare

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 hereon.

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.

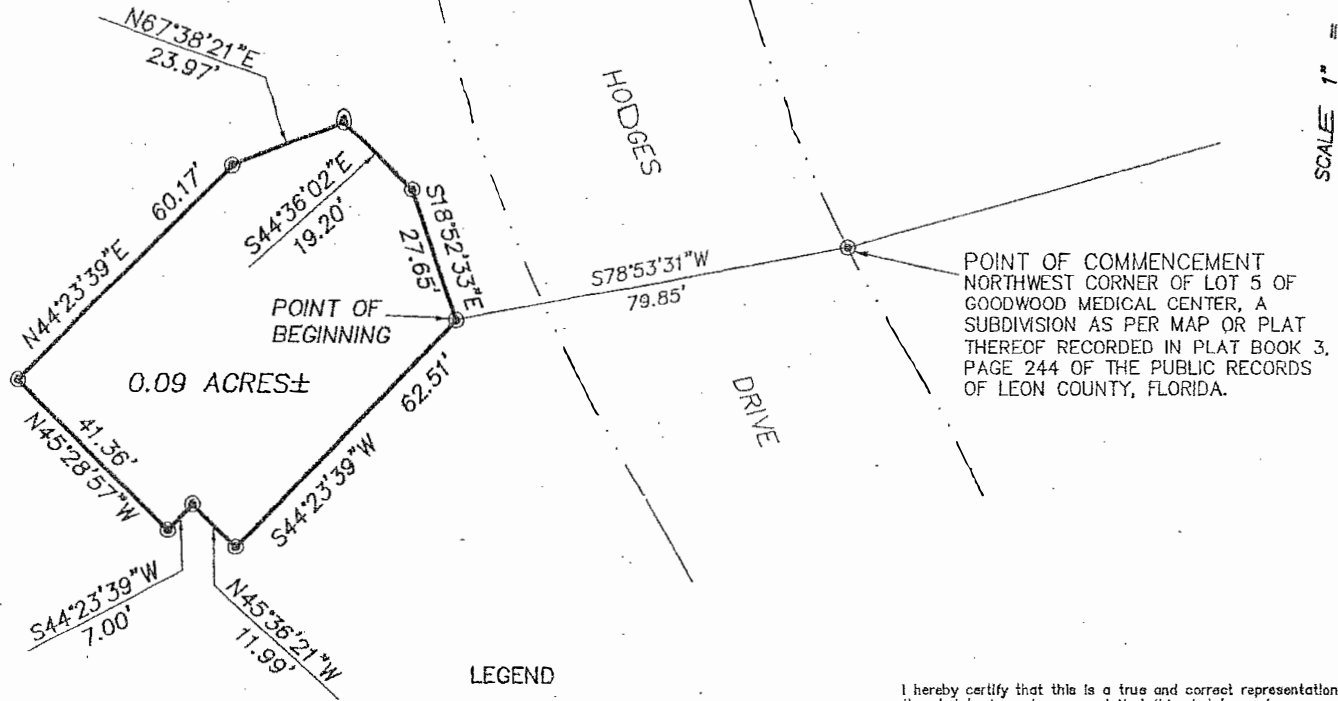


James T. Roddenberry
Surveyor and Mapper
Florida Certificate No: 4261

98-121ac.0.09sk.

"THIS IS NOT A BOUNDARY SURVEY"

SKETCH OF PROPERTY FOR:
TALLAHASSEE MEMORIAL HEALTHCARE



POINT OF COMMENCEMENT
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.

LEGEND

⊙ POINT NOT SET OR FOUND

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.

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		
LB NO. 7160		
P.O. Box 100 • 125 Sheldon Street • Sopchoppy, FL 32358-0100 • (850) 862-2538		
DATE: 04/12/02	DRAWN BY: BR	COUNTY: LEON
FILE: 98121E1.DWG	JOB NUMBER: 98-121	

**FIRST MODIFICATION TO THIRD AMENDED
AND RESTATED LEASE AGREEMENT**

EXHIBIT 6

THIS FIRST MODIFICATION TO THIRD AMENDED AND RESTATED LEASE AGREEMENT is made and entered into this 24th day of June, 2009, at Tallahassee, Florida, by and between the CITY OF TALLAHASSEE (the "Lessor"), and TALLAHASSEE MEMORIAL HEALTHCARE, INC., a nonprofit corporation organized under the laws of the State of Florida (the "Lessee").

WHEREAS, on or about September 18, 2003, the parties hereto executed a Third Amended and Restated Lease Agreement relating to the lease of property by Lessor to Lessee (the "Leased Properties"); and

WHEREAS, Lessee owns and operates a medical center complex on the Leased Properties; and

WHEREAS, Southeast Community Health Services, Inc. ("SECHS"), a subsidiary of Lessee, owns real property adjacent to the Leased Properties; and

WHEREAS, Lessor, Lessee and SECHS entered into that First Amendment to Tallahassee Memorial Health Care Facility Development Agreement, dated February 1, 2007, amending the Tallahassee Memorial Health Care Facility Development Agreement, dated April 10, 2000 (collectively, the "Development Agreement"); and

WHEREAS, Lessor, Lessee and SECHS entered into that Second Amendment to the Development Agreement on April 22, 2009; and

WHEREAS, as discussed in the Development Agreement, SECHS has conveyed title to Lessor to that real property more particularly described in "Exhibit A" attached hereto and by reference made a part hereof; and

WHEREAS, the parties desire that Lessor lease to Lessee part of the property deeded to Lessor as described above; and

WHEREAS, in order to comply with the terms and intent of the Development Agreement, the parties desire to modify the Third Amended and Restated Lease Agreement in order to include additional property in the description of the Leased Properties, as defined in Article I, Section A and Composite Exhibit A of the Third Amended and Restated Lease Agreement; and

WHEREAS, the parties further desire to memorialize the rights that Lessee will have with regard to the Property.

P. 2-26

NOW THEREFORE, the parties do hereby modify the Third Amended and Restated Lease Agreement and agree as follows:

1. The recitals set forth above are incorporated herein to the main body and text of this Agreement.
2. The description of the Leased Properties in Article I, Section A and in "Composite Exhibit A" of the Third Amended and Restated Lease Agreement is hereby modified to include the Property described in "Composite Exhibit B" attached hereto and by reference made a part hereof (the "Property").
3. The Property description set forth in Composite Exhibit B attached hereto is hereby incorporated into the Third Amended and Restated Lease Agreement as if fully set forth therein and is part of the description of the Leased Properties as if originally described in "Composite Exhibit A" of the Third Amended and Restated Lease Agreement.
4. The Property is subject to the Third Amended and Restated Lease Agreement as part of the Leased Properties.
5. Notwithstanding anything in the Third Amended and Restated Lease Agreement to the contrary, and in accordance with the Development Agreement, Lessee shall have the following rights with regard to the Property without further consent or action by Lessor:
 - a. To take actions necessary with regard to the Property in order to develop it as contemplated in the Development Agreement; and
 - b. To further subdivide, sublease and otherwise develop the Property in conjunction with the purposes described in the Development Agreement, subject to otherwise applicable regulatory requirements of the City of Tallahassee;
 - c. To address wetlands issues, through mitigation or other means; and
 - d. To proceed with substantial improvements, alterations and additions to the Property.
6. Lessor hereby consents to the sublease of that parcel of real property described in Exhibit C attached hereto and by reference made a part hereof (the "TCC Parcel") by Lessee to Tallahassee Community College, or its affiliates, subject to the Third Amended and Restated Lease Agreement as modified herein, and hereby agrees to waive its right, only with regard to the TCC Parcel, to provide written notice to Lessee nullifying the annual one year extensions of the Third Amended and Restated Lease Agreement in accordance with Article I of the Third Amended and Restated Lease Agreement to the extent that such notice would result in termination of the Lease prior to December 31, 2050. Lessor does not, by virtue of the limited waiver of its rights under Article I of the Lease described above, waive any other rights it has under the terms of the Third Amended and Restated Lease Agreement as modified herein.

7. All other terms and conditions of the Third Amended and Restated Lease Agreement not modified by this First Modification shall remain in full force and effect.

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

SIGNATURES ON FOLLOWING PAGE

Signed, sealed and delivered

in the presence of:

Leann Brewer
Leann Brewer
PRINT NAME

Paula D. Burn
Paula D. Burn
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

TALLAHASSEE MEMORIAL HEALTHCARE, INC.

[Signature]
William A. Giudice
PRINT NAME

BY: [Signature]
Print Name: G. Mark O'Bryen
Title: President/CEO

[Signature]
WARREN JONES
PRINT NAME

ATTEST:

BY: [Signature]
Print Name: E. Murray More, Jr.
Title: General Counsel

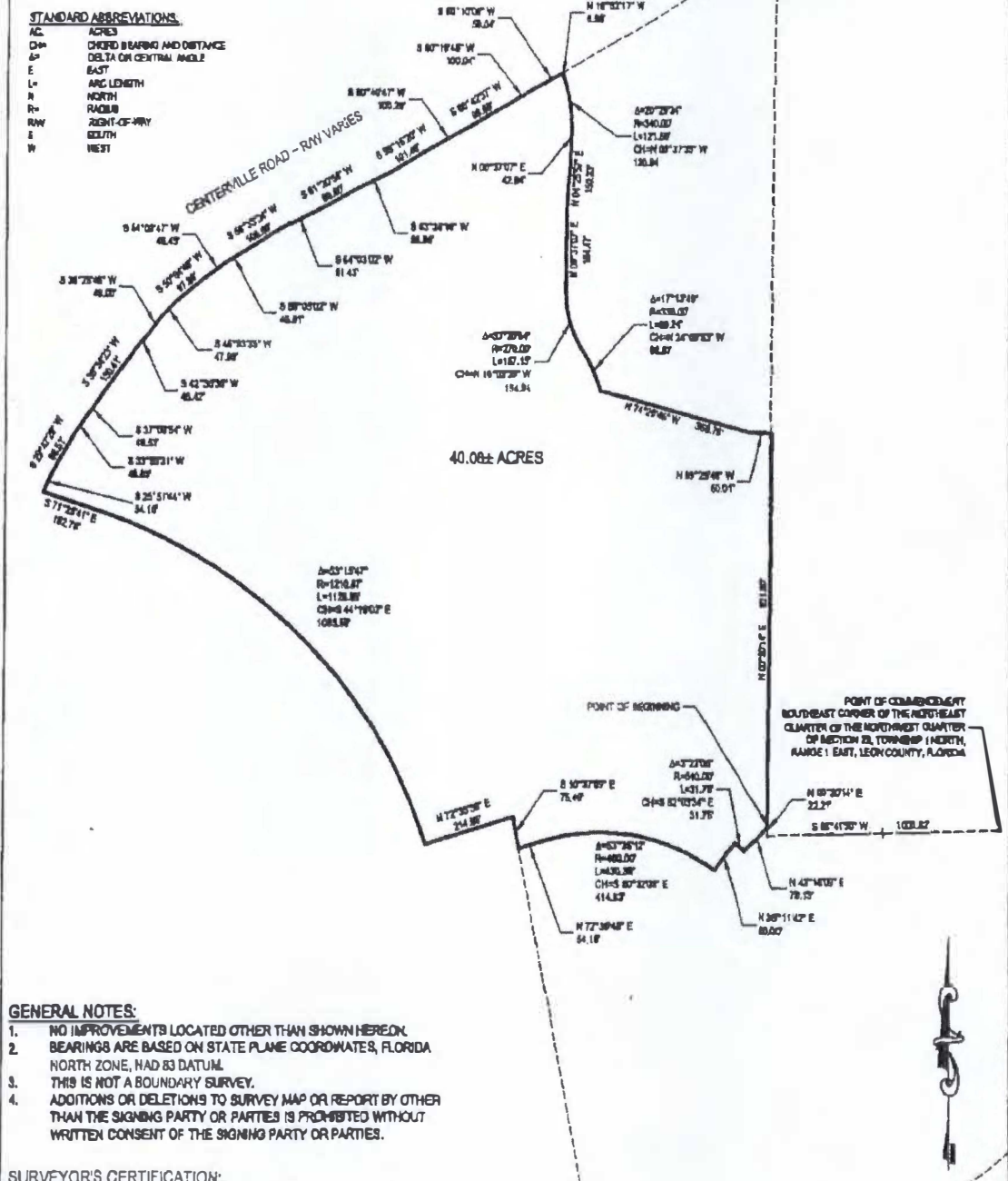
APPROVED AS TO FORM:

(CORPORATE SEAL)

BY: [Signature]
Print Name: James R. England
CITY ATTORNEY

SKETCH OF DESCRIPTION

SECTIONS 20, 29, & 30 TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA



STANDARD ABBREVIATIONS:

- AC ACRE(S)
- DB CHORD BEARING AND DISTANCE
- ΔP DELTA OR CENTRAL ANGLE
- E EAST
- L ARC LENGTH
- N NORTH
- R RADIUS
- ROW RIGHT-OF-WAY
- S SOUTH
- W WEST

GENERAL NOTES:

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

SURVEYOR'S CERTIFICATION:

I hereby certify that the SKETCH OF DESCRIPTION shown herein meets the Minimum Technical Standards for Land Surveying in the State of Florida (F.A.C. 61G17-6). The undersigned surveyor has not been provided a current title opinion or abstraction of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

GRAPHIC SCALE



LARRY D. DAVIS
REGISTERED FLORIDA LAND SURVEYOR NO. 6254

<p>Moore Bass Consulting</p> <p>UNLESS IT SHOWS THE SIGNATURE AND THE ORIGINAL PAPER SEAL OF A FLORIDA LICENSED SURVEYOR AND APPROVE THIS SURVEY, SECTION, PLAT, OR MAP IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID.</p>	<p>The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>FILE #</td> <td>62-548</td> <td>ISSUE#</td> <td>001-ALL.dwg</td> </tr> <tr> <td>CONTRACT #</td> <td>200.000</td> <td>ARC/SKIP</td> <td></td> </tr> <tr> <td>NOTESHEET #</td> <td></td> <td>PAGE #</td> <td></td> </tr> <tr> <td>DATE</td> <td>03/2008</td> <td>DRAWN BY</td> <td>MB</td> </tr> </table>	FILE #	62-548	ISSUE#	001-ALL.dwg	CONTRACT #	200.000	ARC/SKIP		NOTESHEET #		PAGE #		DATE	03/2008	DRAWN BY	MB
FILE #	62-548	ISSUE#	001-ALL.dwg															
CONTRACT #	200.000	ARC/SKIP																
NOTESHEET #		PAGE #																
DATE	03/2008	DRAWN BY	MB															
<p>MOORE BASS CONSULTING, INC. 300 N. GARDNER STREET TALLAHASSEE, FL 32309-6000 CONTACT: LARRY D. DAVIS AT 904.433.1111</p>	<p>CLIENT NAME TUM-TOC MEDICAL EDUCATION FACILITY</p>	<p>PROJECT NAME TALLAHASSEE MEMORIAL HEALTHCARE, INC.</p>																
		<p>CLIENT TITLE SKETCH OF DESCRIPTION</p>																

LEGAL DESCRIPTION:

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

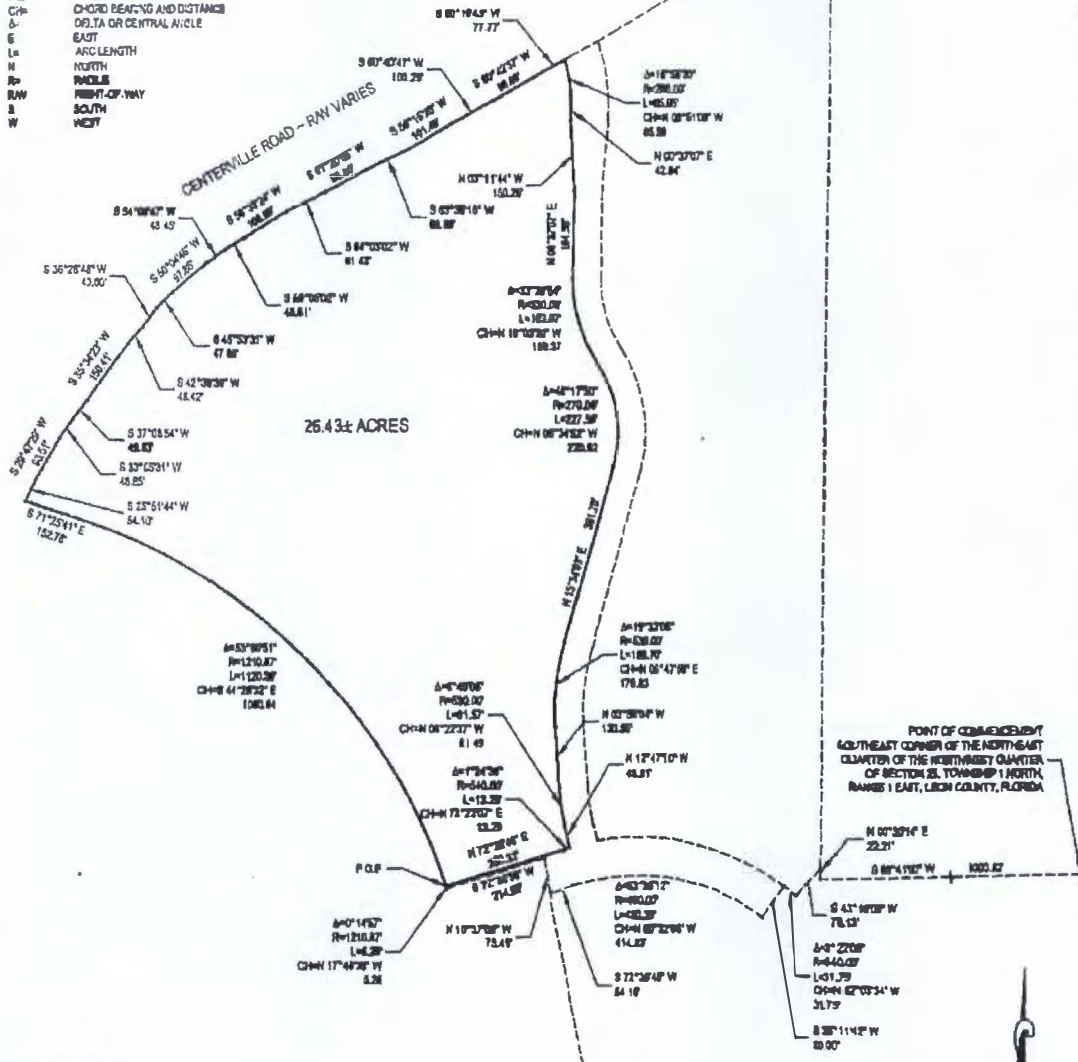
Commence at the Southeast corner of the Northeast Quarter of the Northwest Quarter of said Section 29 and run thence South 88 degrees 41 minutes 50 seconds West along the South line of the Northeast Quarter of the Northwest Quarter of said Section 29 a distance of 1000.82 feet, thence North 00 degrees 30 minutes 14 seconds East 22.21 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 30 minutes 14 seconds East 921.80 feet, thence North 89 degrees 29 minutes 48 seconds West 50.01 feet, thence North 74 degrees 29 minutes 46 seconds West 388.78 feet to a point lying on a curve concave Southwesterly, thence Northwesterly along said curve having a radius of 330.00 feet through a central angle of 17 degrees 13 minutes 49 seconds for an arc length of 99.24 feet (chord bears North 24 degrees 08 minutes 53 seconds West 98.87 feet) to a point of reverse curve, thence Northwesterly along said curve having a radius of 270.00 feet through a central angle of 33 degrees 20 minutes 54 seconds for an arc length of 157.15 feet (chord bears North 18 degrees 03 minutes 20 seconds West 154.94 feet), thence North 00 degrees 37 minutes 07 seconds East 184.47 feet, thence North 04 degrees 25 minutes 57 seconds East 150.33 feet, thence North 00 degrees 37 minutes 07 seconds East 42.94 feet to a point of curve to the left, thence Northwesterly along said curve having a radius of 340.00 feet through a central angle of 20 degrees 29 minutes 24 seconds for an arc length of 121.59 feet (chord bears North 09 degrees 37 minutes 35 seconds West 120.94 feet), thence North 19 degrees 52 minutes 17 seconds West 6.98 feet to a point lying on the Southerly right of way boundary for Centerville Road, thence Southwesterly along said Southerly right of way boundary the following courses: thence South 60 degrees 10 minutes 08 seconds West 59.04 feet, thence South 60 degrees 19 minutes 45 seconds West 100.04 feet, thence South 60 degrees 42 minutes 37 seconds West 99.88 feet, thence South 60 degrees 40 minutes 47 seconds West 100.29 feet, thence South 69 degrees 15 minutes 20 seconds West 101.49 feet, thence South 63 degrees 38 minutes 18 seconds West 98.88 feet, thence South 61 degrees 20 minutes 56 seconds West 99.80 feet, thence South 64 degrees 03 minutes 02 seconds West 91.43 feet, thence South 58 degrees 33 minutes 24 seconds West 108.89 feet, thence South 59 degrees 05 minutes 02 seconds West 48.81 feet, thence South 54 degrees 09 minutes 47 seconds West 48.45 feet, thence South 50 degrees 04 minutes 48 seconds West 97.88 feet, thence South 45 degrees 53 minutes 35 seconds West 47.96 feet, thence South 38 degrees 28 minutes 48 seconds West 49.00 feet, thence South 42 degrees 36 minutes 38 seconds West 48.42 feet, thence South 35 degrees 34 minutes 23 seconds West 150.41 feet, thence South 37 degrees 08 minutes 54 seconds West 49.53 feet, thence South 33 degrees 55 minutes 31 seconds West 48.85 feet, thence South 28 degrees 47 minutes 29 seconds West 98.51 feet, thence South 25 degrees 51 minutes 44 seconds West 54.10 feet, thence leaving said Southerly right of way boundary run South 71 degrees 25 minutes 41 seconds East 152.78 feet to a point lying on a curve concave Southwesterly, thence Southeasterly along said curve having a radius of 1210.87 feet through a central angle of 53 degrees 15 minutes 47 seconds for an arc length of 1125.85 feet (chord bears South 44 degrees 19 minutes 03 seconds East 1085.55 feet), thence North 72 degrees 35 minutes 59 seconds East 214.98 feet, thence South 10 degrees 37 minutes 09 seconds East 75.49 feet, thence North 72 degrees 39 minutes 48 seconds East 54.18 feet to a point of curve to the right, thence Southeasterly along said curve having a radius of 460.00 feet through a central angle of 53 degrees 36 minutes 12 seconds for an arc length of 430.38 feet (chord bears South 80 degrees 32 minutes 06 seconds East 414.83 feet), thence North 36 degrees 11 minutes 42 seconds East 80.00 feet to a point lying on a curve concave Southwesterly, thence Southeasterly along said curve having a radius of 540.00 feet through a central angle of 03 degrees 22 minutes 08 seconds for an arc length of 31.75 feet (chord bears South 52 degrees 03 minutes 34 seconds East 31.75 feet), thence North 43 degrees 18 minutes 09 seconds East 79.13 feet to the POINT OF BEGINNING, containing 40.08 acres, more or less.

<p>Moore Bass Consulting UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL BASED SEAL OF A FLORIDA LICENSED SURVEYOR AND SURVEY THIS DRAWING, SPECIFICATIONS AND MAPS IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID.</p>	<p>The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MBC) for this Project are instruments of MBC for use solely with respect to this Project and, unless otherwise provided, MBC shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.</p>	<p>FILE # 21-141 CONTRACT # 202401 PROJECTOR # 100000 DATE 04/23/24</p>	<p>21-141-001-010 SHEET # 100000 PAGE # 100000 DATE 04/23/24</p>
<p>MOORE BASS CONSULTING, INC. 300 N. ALABAMA STREET TALLAHASSEE, FL 32301 TEL: 904.432.1111 FAX: 904.432.1112</p>	<p>CLIENT NAME: THS-TOC MEDICAL EDUCATION FACILITY</p>	<p>PROJECT NAME: TALLAHASSEE MEMORIAL HEALTHCARE, INC.</p>	<p>SHEET TITLE: SKETCH OF DESCRIPTION</p>

SKETCH OF DESCRIPTION SECTIONS 20, 29, & 30 TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA

STANDARD ABBREVIATIONS:

AC ACRES
Ch CHORD BEARING AND DISTANCE
Δ DELTA OR CENTRAL ANGLE
E EAST
L ARC LENGTH
N NORTH
P PERCHES
RW RIGHT-OF-WAY
S SOUTH
W WEST



GENERAL NOTES:

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

SURVEYOR'S CERTIFICATION:

I hereby certify that the SKETCH OF DESCRIPTION shown hereon meets the Minimum Technical Standards for Land Surveying in the State of Florida (F.A.C. 81G17-6).
The undersigned surveyor has not been provided a current title opinion or abstraction of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

LARRY D. DAVIS
REGISTERED FLORIDA LAND SURVEYOR NO. 5254

GRAPHIC SCALE



1 inch = 300 ft.

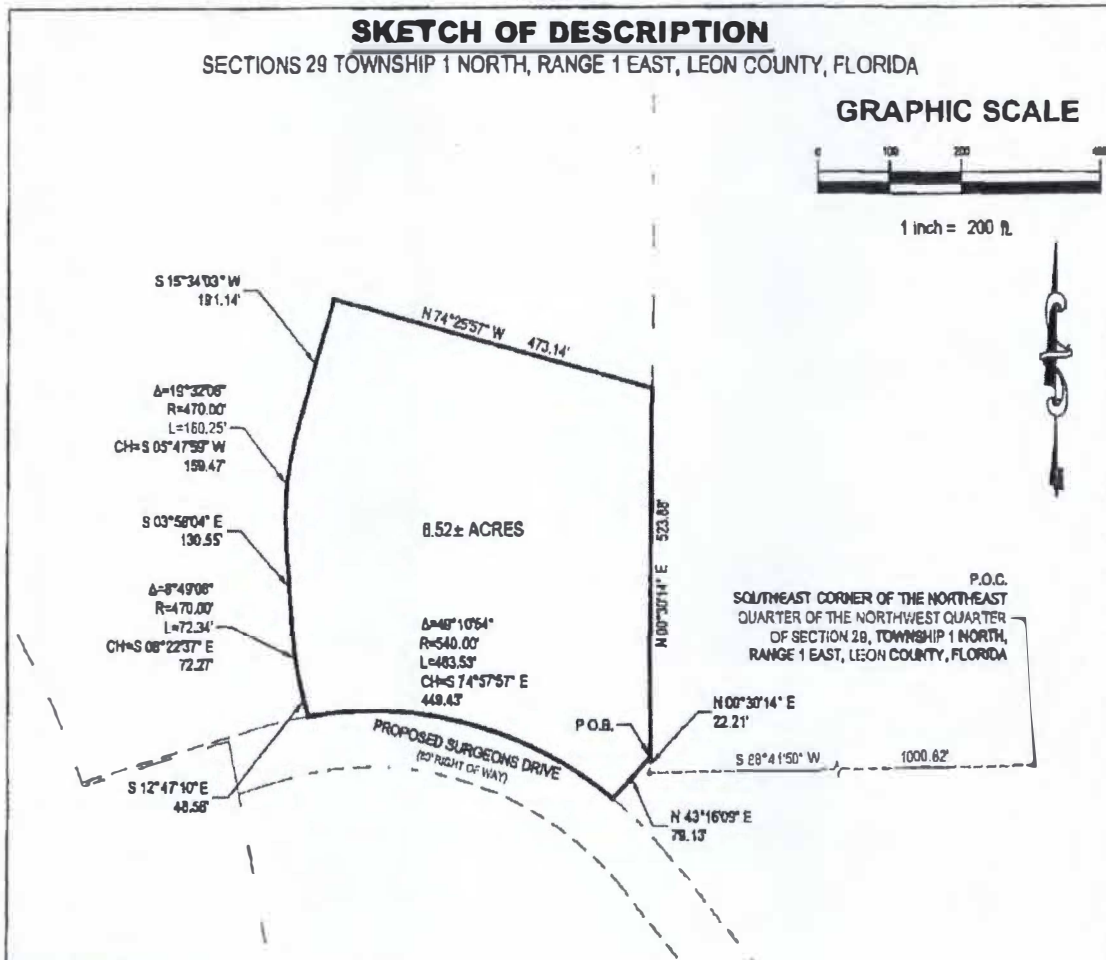
<p>Moore Bass Consulting LARRY D. DAVIS REGISTERED FLORIDA LAND SURVEYOR NO. 5254</p>	<p>The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>FILE #</td> <td>ST. 148</td> <td>RECORD #</td> <td>148</td> </tr> <tr> <td>CONTRACT #</td> <td>5148A</td> <td>ARCHIVE</td> <td></td> </tr> <tr> <td>RECORD #</td> <td></td> <td>PAGE #</td> <td>1</td> </tr> <tr> <td>DATE</td> <td>03/28/20</td> <td>DRAWN BY</td> <td>BD</td> </tr> <tr> <td>SHEET TITLE</td> <td colspan="3" style="text-align: center;">SKETCH OF DESCRIPTION</td> </tr> </table>	FILE #	ST. 148	RECORD #	148	CONTRACT #	5148A	ARCHIVE		RECORD #		PAGE #	1	DATE	03/28/20	DRAWN BY	BD	SHEET TITLE	SKETCH OF DESCRIPTION		
FILE #	ST. 148	RECORD #	148																			
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RECORD #		PAGE #	1																			
DATE	03/28/20	DRAWN BY	BD																			
SHEET TITLE	SKETCH OF DESCRIPTION																					
<p>MOORE BASS CONSULTING, INC. 200 N. GARDNER CORNER TALLAHASSEE, FL 32301-2000</p>	<p>CLIENT NAME: TUM-CC MEDICAL EDUCATION FACILITY</p>	<p>PROJECT NAME: TALLAHASSEE MEMORIAL HEALTHCARE, INC.</p>																				
<p>DATE PLOTTED: 03/28/2020 10:00 AM</p>		<p>1/2</p>																				

LEGAL DESCRIPTION:

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

Commence at the Southeast corner of the Northeast Quarter of the Northwest Quarter of said Section 29 and run thence South 88 degrees 41 minutes 50 seconds West along the South line of the Northeast Quarter of the Northwest Quarter of said Section 29 a distance of 1000.82 feet, thence North 00 degrees 30 minutes 14 seconds East 22.21 feet, thence South 43 degrees 18 minutes 09 seconds West 79.13 feet to a point lying on a curve concave Southwesterly, thence Northwesterly along said curve having a radius of 540.00 feet through a central angle of 03 degrees 22 minutes 08 seconds for an arc length of 31.75 feet (chord bears North 52 degrees 03 minutes 34 seconds West 31.75 feet), thence South 36 degrees 11 minutes 42 seconds West 80.00 feet to a point lying on a curve concave Southwesterly, thence Northwesterly along said curve having a radius of 480.00 feet through a central angle of 53 degrees 38 minutes 12 seconds for an arc length of 430.36 feet (chord bears North 80 degrees 32 minutes 06 seconds West 414.83 feet), thence South 72 degrees 39 minutes 48 seconds West 64.18 feet, thence North 10 degrees 37 minutes 08 seconds West 75.49 feet, thence South 72 degrees 35 minutes 59 seconds West 214.96 feet to a point lying on a curve concave Southwesterly, thence Northwesterly along said curve having a radius of 1210.87 feet through a central angle of 00 degrees 14 minutes 67 seconds for an arc length of 5.26 feet (chord bears North 17 degrees 48 minutes 38 seconds West 5.26 feet) to the POINT OF BEGINNING. From said POINT OF BEGINNING run North 72 degrees 39 minutes 48 seconds East 260.33 feet to a point of curve to the right, thence Northeastly along said curve having a radius of 540.00 feet through a central angle of 01 degrees 24 minutes 38 seconds for an arc length of 13.29 feet (chord bears North 73 degrees 22 minutes 07 seconds East 13.29 feet), thence North 12 degrees 47 minutes 10 seconds West 48.51 feet to a point of curve to the right, thence Northwesterly along said curve having a radius of 530.00 feet through a central angle of 08 degrees 49 minutes 06 seconds for an arc length of 81.57 feet (chord bears North 08 degrees 22 minutes 37 seconds West 81.49 feet), thence North 03 degrees 58 minutes 04 seconds West 130.65 feet to a point of curve to the right, thence Northeastly along said curve having a radius of 180.70 feet (chord bears North 05 degrees 47 minutes 59 seconds East 179.83 feet), thence North 16 degrees 34 minutes 03 seconds East 391.70 feet to a point of curve to the left, thence Northwesterly along said curve having a radius of 270.00 feet through a central angle of 48 degrees 17 minutes 50 seconds for an arc length of 227.59 feet (chord bears North 08 degrees 34 minutes 52 seconds West 220.92 feet) to a point of reverse curve, thence Northwesterly along said curve having a radius of 330.00 feet through a central angle of 33 degrees 20 minutes 54 seconds for an arc length of 192.07 feet (chord bears North 18 degrees 03 minutes 20 seconds West 189.37 feet), thence North 00 degrees 37 minutes 07 seconds East 164.66 feet, thence North 03 degrees 11 minutes 44 seconds West 150.25 feet, thence North 00 degrees 37 minutes 07 seconds East 42.94 feet to a point of curve to the left, thence Northwesterly along said curve having a radius of 260.00 feet through a central angle of 18 degrees 58 minutes 30 seconds for an arc length of 85.85 feet (chord bears North 08 degrees 51 minutes 08 seconds West 85.66 feet) to a point lying on the Southerly right of way boundary for Centerville Road, thence Southwesterly along said Southerly right of way boundary the following courses: South 60 degrees 19 minutes 45 seconds West 77.77 feet, thence South 60 degrees 42 minutes 37 seconds West 99.88 feet, thence South 80 degrees 40 minutes 47 seconds West 100.29 feet, thence South 59 degrees 15 minutes 20 seconds West 101.49 feet, thence South 83 degrees 38 minutes 16 seconds West 98.88 feet, thence South 61 degrees 20 minutes 58 seconds West 99.80 feet, thence South 64 degrees 03 minutes 02 seconds West 91.43 feet, thence South 58 degrees 33 minutes 24 seconds West 108.89 feet, thence South 59 degrees 05 minutes 02 seconds West 48.81 feet, thence South 54 degrees 09 minutes 47 seconds West 48.45 feet, thence South 50 degrees 04 minutes 48 seconds West 97.88 feet, thence South 45 degrees 53 minutes 35 seconds West 47.98 feet, thence South 36 degrees 28 minutes 48 seconds West 49.00 feet, thence South 42 degrees 38 minutes 38 seconds West 48.42 feet, thence South 35 degrees 34 minutes 23 seconds West 150.41 feet, thence South 37 degrees 08 minutes 54 seconds West 49.53 feet, thence South 33 degrees 55 minutes 31 seconds West 48.85 feet, thence South 29 degrees 47 minutes 29 seconds West 98.51 feet, thence South 25 degrees 51 minutes 44 seconds West 54.10 feet, thence leaving said Southerly right of way boundary run South 71 degrees 25 minutes 41 seconds East 152.78 feet to a point lying on a curve concave Southwesterly, thence Southeastly along said curve having a radius of 1210.87 feet through a central angle of 53 degrees 00 minutes 51 seconds for an arc length of 1120.39 feet (chord bears South 44 degrees 28 minutes 32 seconds East 1080.84 feet) to the POINT OF BEGINNING, containing 26.43 acres, more or less.

<p>Moore Bass Consulting</p> <p><small>UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND SURVEYOR'S EXEMPTION, THIS PLAN IS VOID FOR INFORMATION PURPOSES ONLY AND IS NOT VALID.</small></p>	<p>The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MBC) for this Project are instruments of MBE for use solely with respect to this Project and, unless otherwise provided, MBE shall be deemed the author of these documents and shall retain all copyright law, statutory and other reserved rights, including the copyright.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>FILE #</td> <td>01-145</td> <td>MOBA-14-08187.dwg</td> </tr> <tr> <td>CONTRACT #</td> <td>312.04</td> <td>MOBA-14</td> </tr> <tr> <td>REVISION #</td> <td></td> <td>PAGE 4</td> </tr> <tr> <td>DATE</td> <td>08/28/18</td> <td>08/28/18</td> </tr> <tr> <td>DRAWN BY</td> <td></td> <td></td> </tr> </table>	FILE #	01-145	MOBA-14-08187.dwg	CONTRACT #	312.04	MOBA-14	REVISION #		PAGE 4	DATE	08/28/18	08/28/18	DRAWN BY		
FILE #	01-145	MOBA-14-08187.dwg															
CONTRACT #	312.04	MOBA-14															
REVISION #		PAGE 4															
DATE	08/28/18	08/28/18															
DRAWN BY																	
<p>MOORE BASS CONSULTING, INC. AND K. GARDNER STONEY TALLAHASSEE, FL 32304 (904) 288-4878 <small>MEMBER OF THE SURVEYORS ASSOCIATION OF FLORIDA</small></p>	<p>CLIENT NAME TAMU-TCU MEDICAL EDUCATION FACILITY</p>	<p>PROJECT NAME TALLAHASSEE MEDICAL HEALTHCARE, INC.</p>															
		<p>SHEET TITLE SKETCH OF DESCRIPTION 2/2</p>															



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

Commence at the Southeast corner of the Northeast Quarter of the Northwest Quarter of Section 29, Township 1 North, Range 1 East, Leon County, Florida and run thence South 88 degrees 41 minutes 50 seconds West 1000.82 feet, thence North 00 degrees 30 minutes 14 seconds East 22.21 feet to the **POINT OF BEGINNING**. From said **POINT OF BEGINNING** continue North 00 degrees 30 minutes 14 seconds East 523.80 feet, thence North 74 degrees 25 minutes 57 seconds West 473.14 feet, thence South 15 degrees 34 minutes 03 seconds West 181.14 feet to a point of curve to the left, thence Southwesterly along said curve having a radius of 470.00 feet through a central angle of 19 degrees 32 minutes 06 seconds for an arc length of 160.25 feet (chord bears South 05 degrees 47 minutes 59 seconds West 159.47 feet), thence South 03 degrees 59 minutes 04 seconds East 130.55 feet to a point of curve to the left, thence Southeasterly along said curve having a radius of 470.00 feet through a central angle of 08 degrees 49 minutes 06 seconds for an arc length of 72.34 feet (chord bears South 08 degrees 22 minutes 37 seconds East 72.27 feet), thence South 12 degrees 47 minutes 10 seconds East 48.56 feet to a point lying on a curve concave Southwesterly, thence Southeasterly along said curve having a radius of 540.00 feet through a central angle of 49 degrees 10 minutes 54 seconds for an arc length of 448.53 feet (chord bears South 74 degrees 57 minutes 57 seconds East 448.43 feet), thence North 43 degrees 16 minutes 09 seconds East 78.13 feet to the **POINT OF BEGINNING**, containing 8.52 acres, more or less.

STANDARD ABBREVIATIONS:

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

SURVEYOR'S CERTIFICATION:
I hereby certify that the SKETCH OF DESCRIPTION shown herein meets the Minimum Technical Standards for Land Surveying in the State of Florida (F.A.C. 61G 17-0). The undersigned surveyor has not been provided a current title opinion or abstraction of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

GENERAL NOTES:

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

LARRY D. DAVIS
REGISTERED FLORIDA LAND SURVEYOR NO. 5284

	The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.	FILE # CONTRACT # REVISION # DATE	SHEET NO. / TOTAL SHEETS ARCHIVE PAGE # DRAWN BY ID
	MOORE BASS CONSULTING, INC. 886 N. GARDNER STREET TALLAHASSEE, FL 32309-3000 REGISTERED PROFESSIONAL SURVEYOR	CLIENT NAME TITH-TCC MEDICAL EDUCATION FACILITY	PROJECT NAME TALLAHASSEE MEMORIAL HEALTHCARE, INC.