City of St. Petersburg
Committee of the Whole
Meeting of October 19, 2017 @ 8:00 a.m.
City Hall - Room 100

A. Call to Order – Council Chair Darden Rice

B. Discussion Items

1. Weeki Wachee Fund
   a. Booker Creek Park
   b. Multi-year tree planting program
   c. Bartlett Park/Vinoy Tennis Courts

2. Foundation for Healthy St. Petersburg

C. Next Meeting – November 20, 2017 @ 8:00 a.m.

D. Adjournment
MEMORANDUM
City of St. Petersburg COW
Meeting of October 19, 2017

To: Chair Rice and Committee of the Whole
Date: October 12, 2017
Subject: Multi-Year Tree Planting

OVERVIEW
Except for the $500,000 allocated from BP Settlement Funds in 2016 to plant trees, no regular source of funding for a city-wide tree planting program has been identified for tree plantings which are key element in the city’s green infrastructure and beauty.

Council Member Nurse brought forward this business item for City Council Members to discuss the Weeki Wachee Fund as a source of multi-year funding to meet the currently identified $2 million corridor program needs as well as a general program throughout the city.

MATERIALS INCLUDED
Several working drafts of material to assist in the discussion have been included:

- Summary of costs for corridor program currently underway
- Summary of tree removal permit numbers for the past 4 years
- Summary of the various departments and programs that work on trees in some capacity and potential ideas for improvements (conversation starters).

Cc: Mayor Rick Kriseman
Gary Cornwell
Tom Greene
Michael Dema
Chan Srinivasa
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Notes:
1. Average cost per large tree. Installation, maintenance and establishment include in price
2. Prices per tree/palm are based upon the average price of plants per each category
3. Total number of trees/palms is subject to change. Final quantities are subject to final design, neighborhood participation, final engineering and surveying, and future development.
4. Final tree/palm is subject to change. Final locations are subject to neighborhood participation, final engineering and surveying, and future development.
Department of Planning & Economic Services
Development Review Services
Tree Removal Permits
Updated: November 2, 2015

### Number of Tree Removal Permits

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DEPARTMENTS RELATED TO DAY-TO-DAY TREE PLANTINGS & MAINTENANCE

Development Review Services Division: Elizabeth Abernethy, Manager; Shane Largent, Urban Forester
- Review of Tree Removal Permits
- Review of Development Plans and Permits for compliance with Chapter 16 regulations

Development Review Services Division Procedures:
- Processing Tree removal permit applications
- Processing appeals to tree permit denials
- Review during DRC case processing
- Daily consultations regarding development proposals
- Review of residential and commercial development plans
- Handouts on tree preservation requirements and Grand Trees

Codes Compliance Department: Robert Gerdes, Director
- Investigation of reports regarding tree removal
- Enforcement actions regarding Land Development Regulations

Pinellas County Water and Navigation: David Walker
- Permits for Mangrove Trimming
- Investigation of Mangrove Trimming/Removal

Urban Planning & Historic Preservation Division: Derek Kilborn, Manager
- Processing amendments to Land Development Regulations

Parks & Recreation Department, Forestry Division: William Olive, Linda Seufert
- Trees on City property including parks and golf courses
- Right-of-way trimming and street overhangs as possible (no regular maintenance schedule), raise ups, alley ways as possible
- City Beautiful Commission Gift Tree Program 1997-2015 & Gizella Kopsick Aboretum
- Memorial Tree Program
- Tree inventory, 2012 for parks and public right-of-ways

Stormwater, Pavement, and Traffic Operations: John Norris, Director; Cheryl Volkman, Ops Foreman/Arborist
- Trees in medians, FDOT right-of-way, site-specific right-of-way depending on contract
- Palm tree trimming
- Utility right-of-way/Lake Maggiore fertilizer and landscape
DEPARTMENTS RELATED PROJECTS & PROGRAMS

Engineering & Water Resources: Brejesh Prayman, Director, John Palenchar, Interim Director; Tony Seufert
- Technical review before removal permit goes to codes?
- DOT Coordination (Sharon Heal-Eichler) approx. $1 million per year in tree

Transportation: Evan Mory, Director; Cheryl Stacks, Transportation Manager; Michael Frederick, Neighborhood Transportation Manager
- Complete Streets Program, Neighborhood Traffic Management

Office of Sustainability & Resiliency (OSR): Sharon Wright, Manager
- Coordination with community stakeholders
- Management of BP Settlement Fund Allocation ($500,000)
- Coordination with City Council Energy, Natural Resources, & Sustainability (ENRS) Committee

City Staff Arborists (working list):
- Shane Largent, Development Review Services – mainly responsible for tree removal permits
- Cheryl Volkman, Stormwater, Traffic – Operations foreman; landscape, trees in medians
- Mike Vineyard, Parks Dept
- William Olive, Parks Dept
- Tony Seufert, WR/EN
- Sydney Lemieux, Boyd Hill
- Howard Saytor, Boyd Hill

COMMUNITY RELATED EFFORTS

City Beautiful Commission
- Assist and promote public programs/activities that will further the beautification and protection of the natural resources in and around St. Petersburg.
- Assist the Parks and Recreation Department with the initiating, planning, directing and coordinating of the following programs: the Annual City Beautiful Awards, the Gift Tree Program, and the Gizella Kopsick Palm Arboretum including the Brick Program.
- Assist with the formulation and implementation of City statutes and ordinances concerning property maintenance, beautification standards, signage and natural resources.
- Advise City Council in matters pertaining to the beautification of the city that will result in a more attractive and well-maintained city.
- Assist in any other function and duty assigned to it by the City Council.

St. Petersburg Residents & Business
- Responsible for trees in right-of-way (in front of house, business similar to requirement for mowing around sidewalk area, etc.)
St. Petersburg Sustainability Council (SPSC)
  ▪ “Year of Tree” and community engagement

“Concerned Citizens” Landscape and Trees Working Group
  ▪ Worked with city staff for 1+ years to update code
  ▪ Some desire for another phase of this working group

Current Options for citizen involvement
  ▪ Initiate text amendment, through Urban Planning Division
  ▪ Ad hoc involvement through citizen groups, Planning & Zoning, and Office of Sustainability & Resiliency

DEVELOPMENT OF URBAN FORESTRY PROGRAM

WHAT: Urban Forestry Program
WHY: Community demand, water, air, health, shade, grow smarter, +more
NEEDS: Centralized manager, funding, canopy analysis & city and neighborhood goals, consistent planting & maintenance methods w/field staff training

Possible Incremental Solutions
  ▪ Convene a Tree Advisory Council (TAC) of arborists, LAs, Citizens (2-4 times per year)
  ▪ Hire 1 full-time staff with varying possibilities within organizational structure
    ▪ Zoning under Shane
    ▪ Stormwater under John Norris/Cheryl Volkman or workshare with Cheryl
      ▪ Staff the TAC
      ▪ Coordinate work and issues among depts.
      ▪ Outreach
      ▪ Grants
CITY OF ST. PETERSBURG

BAYFRONT MEDICAL CENTER

AMENDED AND RESTATED LEASE AGREEMENT

2013
AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT, ("Lease") made this 15ST day of April, 2013 by, among, and between the CITY OF ST.
PETERSBURG, FLORIDA, a Florida municipal corporation ("City"), and Bayfront HMA
Medical Center, LLC, a Florida limited liability company ("Tenant"), (individually, a "Party"
and collectively, "Parties"), and Bayfront HMA Healthcare Holdings, LLC, a Florida limited
liability company ("Joint Venture") and is made with reference to the following facts:

RECITALS

WHEREAS, City is the owner of a large, metropolitan, acute care health facility located
at 701 Sixth Street South, St. Petersburg, Florida; and

WHEREAS, following the recommendation of a Special Planning Commission, City
leased certain real property and improvements to Bayfront Medical Center, Inc., a Florida not
for profit corporation ("BMC") pursuant to the terms and conditions of that certain Lease
Agreement, dated July 8, 1983 ("Former Lease"); and

WHEREAS, the Former Lease was terminated and canceled and a new lease was
executed by BMC and City ("1983 Parties") on October 15, 1983, and recorded on November 14,
Lease"); and

WHEREAS, the 1983 Parties executed a Lease Amendment to the 1983 Lease on June 7,
1984 ("First Amendment") that increased the area of the premises leased pursuant to the 1983
Lease that was inadvertently omitted from the 1983 Lease; and

WHEREAS, the 1983 Parties executed a Second Amendment to the 1983 Lease on
August 12, 1993 ("Second Amendment") recorded in O. R. Book 8370, Pages 186, et seq., Public
Records of Pinellas County, Florida that reduced the area of the leased premises to exclude a
portion referred to in the Second Amendment as the "Sale Premises"; and

WHEREAS, the 1983 Parties executed a Third Amendment to the 1983 Lease on July 1,
1994 ("Third Amendment") that was not recorded in the Public Records of Pinellas County,
Florida, that amended the 1983 Lease to modify the residency requirement of the Board of
Directors of BMC and further amended a portion of the legal description; and

WHEREAS, the 1983 Parties executed a Fourth Amendment to 1983 Lease ("Fourth
Amendment") on May 27, 1997, that extended the term of the 1983 Lease to July 1, 2047, further
amended the residency requirements of the Board of Directors of BMC and modified certain
other provisions of the 1983 Lease and which was recorded in O. R. Book 17696, Pages 2571, et
seq. in the Public Records of Pinellas County, Florida; and

WHEREAS, Bayfront Health System, Inc., a Florida not for profit corporation ("BHS"),
Shands Teaching Hospital and Clinics, Inc., a Florida not for profit corporation ("Shands"), and
Health Management Associates, Inc., a Delaware for profit corporation ("HMA") have formed a
strategic partnership; and

WHEREAS, BHS and HMA through their wholly owned subsidiaries own Joint
Venture, and Joint Venture owns 100% of the equity of Tenant in clinical and educational
affiliation with Shands; and

WHEREAS, BHS has been repurposed and renamed as Bayfront Health, Education and
Research Organization, Inc. a not for profit corporation ("BHERO") and all references in this
Lease to BHS shall be deemed to refer to BHERO and all references to BHERO shall be deemed
to refer to BHS; and

WHEREAS, Tenant is the licensed operator of Bayfront Medical Center ("Hospital")
under the Florida Agency for Health Care Administration ("ACHA") and shall remain the
licensed operator of the Hospital for the Term of this Lease; and

WHEREAS, Joint Venture will spend One Hundred Million Dollars ($100,000,000)
during the first five (5) years of the Initial Term, as hereinafter defined, in connection with the
Permitted Use, as hereinafter defined, and in furtherance of the provision of healthcare services
to the St. Petersburg community, in a manner determined in the Joint Venture's sole discretion
in light of the needs of the Hospital and related services required to ensure high quality
delivery of care in a highly competitive hospital environment ("Spending Commitment"); and

WHEREAS, Joint Venture is a signatory to this Lease for the limited purposes of
acknowledging the Spending Commitment and its agreement to be bound by the provisions set
forth in paragraphs 7.3, 28.4, 31.6, 42 and 54 of this Lease; and

WHEREAS, Tenant is committed to preserving BMC's charitable mission by continuing
to provide charity care to needy and underserved persons who are unable to pay for all or a
portion of their medical costs, as further described herein; and

WHEREAS, Tenant is committed to providing healthcare services to the public at a level
equal to or greater than the services that exist as of the Commencement Date; and

WHEREAS, Tenant also desires to pursue and fulfill several goals, including (i) growth;
(ii) standardization to the industry’s best practices; (iii) access to the human, intellectual and
financial resources required to be the area’s best healthcare provider; and (iv) opportunities to
save costs across a broader platform (collectively, “Goals”); and

WHEREAS, the Parties desire to execute an Amended and Restated Lease Agreement
consistent with the foregoing recitals and subject to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the
Parties hereto agree as follows:
1. RECITALS. The statements contained in the recitals of fact set forth above (collectively, the “Recitals”) are true and correct and the Recitals are, by this reference, made a part of this Lease.

2. EXHIBITS. The exhibits attached to this Lease are, by this reference, made a part of this Lease.

3. AGREEMENT OF LEASE. City does hereby lease to Tenant and Tenant does hereby lease from City, for the Term, as is hereinafter defined in paragraph 6 of this Lease, and subject to and on the terms and conditions hereinafter expressed, the Premises, as hereinafter defined in paragraph 4 of this Lease.

4. DESCRIPTION OF PREMISES.

4.1. In General. In addition to the real property legally described in the attached Exhibit "A" ("Real Property"), the Premises leased pursuant to this Lease includes (i) all ingress, egress and approaches thereof and thereto (collectively, "Accessways"); (ii) all improvements, including but not limited to buildings (collectively, "Facilities") which are now or which may hereafter be placed on the Real Property, which Facilities currently include hospital buildings (collectively, "Hospital Facility") and a parking garage ("Parking Facility"). The Real Property, the Fixtures as defined in paragraph 4.2 of this Lease, the Facilities (including the Hospital Facility and the Parking Facility), and the Accessways are hereinafter collectively called the "Premises". The Premises shall at all times be owned by City.

4.2. Fixtures. "Fixtures" shall mean personality that has been attached to the Premises in such a way as to be part of the Premises and its removal would damage the Premises or reduce or destroy the efficacy of such personality. Fixtures, for the purposes of this Lease, shall include but not be limited to heating, ventilation and air conditioning ("HVAC"), electrical wiring, IT cabling, plumbing, and fire sprinklers.

4.3. Exceptions. The Parties hereby acknowledge that the Premises are leased by Tenant subject to City’s rights in and control over all existing rights of way, easements and other encumbrances, and City’s existing and future right to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, connections, water, oil or gas pipelines, and telephone, telegraph and power lines, and such other appliances and appurtenances necessary or convenient to use in connection therewith, over, in, on, through, across and along the Premises, or any part thereof, provided that in taking any such actions City shall attempt to minimize interference with business operations of Tenant on said Premises

5. COMMENCEMENT DATE. This Lease shall be effective on the 1st day of April, 2013 ("Commencement Date").
6. TERM; EXPIRATION DATE; RENEWAL TERMS.

6.1. Term. The initial term ("Initial Term") of this Lease shall start on the Commencement Date, and shall expire on June 30, 2063 ("Expiration Date").

6.2. Renewal Terms. Notwithstanding the foregoing:

6.2.1. Tenant shall have the option to renew and extend the Initial Term of this Lease for a period of ten (10) years ("First Renewal Term") beginning upon the expiration of the Initial Term, provided Tenant is in compliance with this Lease at the time the notice of the exercise of the option is delivered to City, and further provided that Tenant must exercise this option by delivering notice of exercise of this option to City not more than four (4) years prior to the expiration of the Initial Term and not less than three (3) years before expiration of the Initial Term.

6.2.2. Provided the option for the First Renewal Term shall have been exercised, Tenant shall have the further option to renew and extend the Term of this Lease for a second renewal term of ten (10) years ("Second Renewal Term") beginning upon the expiration of the First Renewal Term, provided Tenant is in compliance with this Lease at the time the notice of the exercise of the option is delivered to City and further provided that Tenant must exercise this option by delivering notice to City not more than four (4) years prior to the expiration of the First Renewal Term and not less than three (3) years prior to the expiration of the First Renewal Term.

6.2.3. Any reference in this Lease to the "Term" or the "Term of this Lease" shall be deemed to include the Initial Term and any renewal term properly exercised by Tenant in accordance with this Lease.

7. CONSIDERATION.

7.1. Non-monetary Consideration. City hereby acknowledges that a portion of the consideration flowing to it under this Lease is the continued operation of a fully functional licensed acute care hospital, medical and ancillary services to be provided by Tenant to City's residents (including but not limited to the provision of charity care pursuant to paragraph 10.2.12), and the provision of optimal medical and health care services to the public and the community benefit as annually reported by Tenant. Additionally, Tenant shall be required to continue to invest in and protect and preserve the Premises.

7.2. Monetary Consideration.

7.2.1. Rent. Basic annual rent is computed at the rate of Ten Dollars ($10.00).

7.2.1.1. Within fifteen (15) days after the Commencement Date, Tenant shall pay to City for the Premises the sum of One Hundred Sixty Dollars ($160.00) which
represents the balance of the basic annual rent due for the Initial Term
(“Remaining Basic Rent”) which shall be sent to City at the address set forth
in paragraph 55 of this Lease. It is acknowledged that pursuant to the terms of
the 1983 Lease, BMC had previously paid all installments of basic annual rent
through and including June 30, 2047 (which had been the expiration date of
the 1983 Lease) and on receipt of the Remaining Basic Rent from Tenant, all
basic annual rent shall have been paid for the entire Initial Term.

7.2.1.2. During any renewal term then in effect, Tenant shall pay to City for the
Premises a basic annual rent in the amount of Ten Dollars ($10.00) per year,
due and payable to City in the aggregate amount of One Hundred Dollars
($100.00) for each renewal term then in effect, prior to the commencement
date of any renewal term then in effect, at the address set forth in paragraph
55 of this Lease.

7.2.2. Additional Rent. All taxes, charges, costs, and expenses that Tenant assumes or
agrees to pay or is required to pay, together with all interest and penalties that may
accrue thereon in the event of the failure of Tenant to pay those items, and all other
damages, costs, expenses, and sums that City may suffer or incur, or that may
become due, by reason of any default of Tenant or failure by Tenant to comply
with the terms and conditions of this Lease shall be deemed to be “Additional
Rent.”

7.2.3. Net Rental. Except as specifically otherwise provided herein, the basic annual rent
and any Additional Rent payment due by Tenant under this Lease shall be net
rental to City, free from all charges of any kind or description whatsoever imposed
on the Premises, or which may hereafter arise during the Term, or be incurred in
the upkeep, operation and maintenance of the Premises, or arising out of the use
thereof during the Term.

7.3. Other Consideration. At the expiration or earlier termination of this Lease, Tenant shall
surrender such property and take such actions required by paragraph 28 of this Lease
in accordance therewith. It is the intention of the Parties that such surrender and
actions by Tenant shall enable City to continue to have a fully functional licensed acute
care hospital.

8. COSTS AND EXPENSES. Except as otherwise expressly provided in this Lease, all costs
expenses and obligations of every kind or nature whatsoever relating to the Premises, which
may arise or become due during the Term, shall be paid by Tenant.

9. PERMITTED USE.

9.1. On and after the Commencement Date, Tenant shall use and occupy said Premises for
the purpose of operating a fully functional licensed acute care hospital and providing
optimal medical and health care services to the public pursuant to the AHCA license, or
any applicable subsequent governmental healthcare license, including but not limited
to providing services pursuant to Tenant’s Charity Care Policy, hereinafter defined in paragraph 10.2.12 of this Lease, using the Premises in such a manner as to continue to invest in and protect and preserve the Premises throughout the Term of this Lease. Additionally, Tenant may use and occupy the Premises for any supporting purposes that are ancillary to or related to the provision of health care in general, including, but not limited to: (i) professional office buildings, health care related education, pharmacies, concessions for the primary purpose of providing services to patients, visitors and employees of the Hospital, and the provision of other products or services in the health care field; and, (ii) operations associated with the Premises including administration and finance services, medical and non-medical staffing, equipment, inventory, furnishings, supplies and renovations. All of the uses set forth in paragraph 9 are collectively referred to in this Lease as “Permitted Use”.

9.2. The Parties recognize that during the Term of this Lease the health care system and the nature of health care, and consequently the Hospital’s role in same, may change pursuant to changes in the law, economic forces, technology, and other factors. Tenant shall apprise City of any such changes that may require an amendment to the Lease and may make recommendations to City as to whether this Lease should be amended to address such changes. The Parties shall negotiate in good faith to attempt to reach mutually acceptable methods to address such changes. Notwithstanding the foregoing, this Lease shall remain unchanged and in full force and effect unless and until this Lease is amended in accordance with paragraph 31.1 of this Lease.

10. REPRESENTATIONS AND WARRANTIES.

10.1. Of City. City hereby represents and warrants that, during the Term:

10.1.1. City is the record and equitable owner of the Premises and that, except as set forth elsewhere in this Lease, the Premises are free from encumbrances which restrict City’s right and power to execute this Lease.

10.1.2. City has the right and power to make this Lease without the consent or agreement of any other person or entity.

10.1.3. City shall execute or procure any further or necessary assurances of title that are reasonably required for the protection of Tenant.

10.1.4. City shall not construct, own, or operate another hospital in the City of St. Petersburg. Notwithstanding the foregoing, it is understood that (i) City shall continue to have all rights to act in its municipal capacity as the governing body of the City of St. Petersburg, including but not limited to administrative, legislative, quasi-judicial, and proprietary functions (e.g., leasing City property to another hospital), and (ii) City may develop or assist in the development of healthcare facilities, medical services and wellness programs designed to provide healthcare
and medical services to City employees, family members of City employees and City retirees.

10.2. **Of Tenant.** Tenant hereby represents and warrants that, during the Term:

10.2.1. Tenant shall maintain and operate the Hospital pursuant to the AHCA license or any applicable subsequent governmental healthcare license and provide hospital care for the public through the use of the Facilities located on the Premises and other facilities developed on or off the Premises operating under such license solely for the Permitted Use.

10.2.2. Tenant shall use all reasonable efforts to maintain Tenant’s designation of at least a Level II trauma center, or such equivalent designation as may be established by the State of Florida from time to time.

10.2.3. Tenant shall provide emergency room facilities twenty four (24) hours per day, every day of the year.

10.2.4. Tenant shall provide all FF&E, as hereinafter defined, supplies, and services necessary to maintain and operate the Hospital and own all such FF&E subject only to standard commercial financing or standard commercial leasing.

10.2.5. Tenant shall maintain the continued accreditation of the Hospital by the Joint Commission on Accreditation of Hospitals or any other accreditation organizations approved by the Centers for Medicare & Medicaid Services (“CMS”) or its successor agency.

10.2.6. Tenant shall operate the Hospital pursuant to the AHCA license or any applicable subsequent governmental healthcare license in such a manner as to provide the residents of City of St. Petersburg with quality health care services consistent with reasonable and prudent industry standards, including but not limited to Title XVIII of the Social Security Act HEALTH INSURANCE FOR THE AGED AND DISABLED (“Medicare”) and Title XIX of the Social Security Act GRANTS TO STATES FOR MEDICAL ASSISTANCE PROGRAMS (“Medicaid”).

10.2.7. Tenant shall operate the Hospital without regard to race, creed, color, sex, national origin, sexual orientation, handicap, gender identity or expression, or age.

10.2.8. Tenant shall operate the Hospital pursuant to the AHCA license or any applicable subsequent governmental healthcare license as a secular hospital and ensure that all Permitted Uses are conducted in a secular manner (whether conducted by Tenant or any sublessee, assignee or any other party). Tenant acknowledges and agrees that no religious organization or denomination shall have the right or power, by contract or otherwise, to impose controls or direct the policies,
procedures, administration, services or personnel of the Hospital or otherwise related to use of the Premises or the provision of services provided therein.

10.2.9. Tenant shall provide emergency medical services of reasonable scope to the residents of City, regardless of their ability to pay.

10.2.10. Tenant shall maintain a Board of Trustees ("Board") of not less than twelve (12) members. Sixty percent (60%) of the Board members shall be legal residents of the City of St. Petersburg. The remaining forty percent (40%) of said Board members and ex officio members of the Board, including but not limited to the Chief of Tenant's Medical Staff and the President (or the chief executive officer) of Tenant, shall not be required to be legal residents of the City of St. Petersburg. Notwithstanding any provision herein, no more than fifty percent (50%) of the members of the Board shall be engaged in the practice of medicine.

10.2.11. Tenant shall provide a current and accurate roster to City, without demand or notice, of the name and contact information, including residency, of the members of the Board. Tenant also shall promptly provide City with an updated roster whenever there is a change in the membership of the Board or a change in the contact information or residency of a Board member.

10.2.12. Tenant shall comply with the Charity Care Policy set forth in Exhibit "B" attached hereto and made a part of this Lease ("Charity Care Policy"), including but not limited to maintaining charity care consistent with the Charity Care Policy. Tenant shall not modify the Charity Care Policy except pursuant to an amendment to this Lease made in accordance with paragraphs 31.1 and 46 of this Lease; provided, however, that if Tenant is required to modify the Charity Care Policy to comply with applicable Laws, as hereinafter defined, within a period of time that does not allow Tenant to obtain an amendment to this Lease made in accordance with paragraphs 31.1 and 46 of this Lease prior to such modification (which shall not in and of itself constitute a default of this Lease), Tenant shall so notify City and the Parties shall address the effect of the modification of the Charity Care Policy in accordance with paragraph 9.2 of this Lease, including but not limited to negotiating in good faith to determine the amount and nature of replacement consideration if necessary. Notwithstanding the foregoing but subject to paragraph 25.3, City shall have the right to terminate this Lease in the event any modification to the Charity Care Policy due to a change in applicable Laws, as hereinafter defined, has the effect of reducing the eligibility threshold for charity care below the eligibility threshold for charity care as of the Commencement Date (200% of the federal poverty level). City shall cooperate with Tenant in participating in any state or federal programs designed to increase access for the poor, except that City shall be under no obligation to expend any public funds in so doing.
10.2.13. Tenant shall appoint a liaison to City Administration to advise City of significant matters related to the Hospital, respond to inquiries related to this Lease, and share information that may be beneficial to the Parties.

10.3. Conflict of Interest. Tenant shall comply with its Conflict of Interest Policy set forth in Exhibit “C” hereto and made a part of this Lease (“Conflict of Interest Policy”). Tenant shall not amend the Conflict of Interest Policy except pursuant to an amendment to this Lease made in accordance with paragraphs 31.1 and 46 of this Lease.

11. REPAIRS; ALTERATIONS; MAINTENANCE.

11.1. Repairs. Tenant shall, during the Term:

11.1.1. Promptly make all repairs and perform all maintenance in and to the Premises that are necessary in order to keep the Premises in good order and repair and in a safe, dry, tenantable and sanitary condition; and

11.1.2. Keep all sidewalks, curbs, entrances, passageways, parking areas and all other portions of the Premises in a clean, orderly, and sanitary condition.

11.2. Alteration. In addition to the maintenance and repairs required to be made pursuant to paragraph 11.1 of this Lease, Tenant may, at its sole cost and expense, make any additions, alterations, installations, improvements, or decorations in or to the Premises (collectively, “Alterations”). Alterations shall be performed in a good and workmanlike manner in accordance with the terms and conditions of this Lease and all applicable Laws (hereinafter defined) and insurance requirements.

11.3. No Liens. Tenant shall not subject the Premises to construction, mechanic’s or materialman liens, or any other type of lien. The existence of any such lien, which lien is not discharged by Tenant, or bonded off within thirty (30) days of the receipt of notice by Tenant of such lien, shall be a default of this Lease. Notice is hereby given that no contractor, subcontractor or any other person who may furnish any material, service or labor for any building, improvement, alteration, repairs or any part thereof, or for the destruction or removal of any building or structure, shall at any time be or become entitled to any lien on or against the Premises. ALL PERSONS PERFORMING WORK, LABOR, OR SUPPLYING MATERIALS ON OR IN THE PREMISES, SHALL LOOK SOLELY TO THE INTEREST OF TENANT AND NOT TO THAT OF CITY FOR AMOUNTS OWED. All contracts for work on the Premises performed on behalf of Tenant must contain an acknowledgement by contractor that contractor shall look to the Tenant's interest or to any bond required pursuant to Florida Statutes 255.05, or successor laws, as proper recourse for the construction claims and not by filing a lien against the Premises. Before the recording of a notice of commencement for improvements on or to the Premises, Tenant shall post a notice at the site of the relevant work setting forth, at a minimum, the contents of this paragraph 11.3.
11.4. **Florida Statutes Section 255.05.** All contracts for improvements to the Premises shall provide for a payment and performance bond in accordance with Florida Statutes Section 255.05, BOND OF CONTRACTOR CONSTRUCTING PUBLIC BUILDINGS; FORM; ACTION BY CLAIMANTS or successor laws.

12. **CITY’S INSPECTION RIGHTS TO PREMISES; REQUESTS FOR BOOKS AND RECORDS; FINANCIAL REPORTING; GOVERNMENTAL NOTICES.**

12.1. **As to Premises.** City shall have access to the Premises in company with an agent of Tenant at any and all reasonable times for the purpose of inspecting the Premises or to carry out any of City’s rights described in this Lease or to otherwise determine Tenant’s compliance with this Lease, subject to the security requirements of Tenant.

12.2. **Records Request.** City shall have the right to provide Tenant a notice (“Records Request Notice”) requesting records, documents or other materials (collectively, “Records”) to demonstrate Tenant’s compliance with specific provision(s) of this Lease. Following City’s delivery of a Records Request Notice, Tenant shall promptly provide City with such records, documents or other materials in its possession that are reasonably necessary to demonstrate its compliance with the specified Lease provision(s), except those Records that are confidential under applicable Laws, including but not limited to trade secrets, or attorney client work product. Tenant shall provide City access to such records, documents or other materials at the Premises or any other mutually acceptable location within the City of St. Petersburg. Such access shall be granted during normal business hours and on such dates and at such times as may be agreed to by Tenant and City. City agrees that if it reviews any records, documents or other materials provided by Tenant under this paragraph 12.2 at the Premises, City shall not unreasonably interfere with Tenant’s operations.

12.3. **Financial Reporting.** Within one hundred eighty (180) days of the close of Tenant’s fiscal year, Tenant shall provide City with a copy of the financial information related to the Hospital that was included in Tenant’s and its affiliates’ annual report submitted to the AHCA, or any successor agency.

12.4. **Annual Oral Report.** Within ninety (90) days of the close of Tenant’s fiscal year, Tenant shall provide an annual oral report to the City of St. Petersburg City Council (“City Council”) regarding the state of the Hospital and Tenant’s ongoing pursuit of its Goals, including but not limited to metrics used to report levels of charity care and Tenant’s compliance with the Charity Care Policy, the then current levels of Medicare and Medicaid patients, Tenant’s accreditation status, quantification of its health education, Tenant’s relationship with its partners, significant Hospital and healthcare improvements, future plans, and other information requested by City Council or the Mayor.
12.5. **Governmental Notices.** Tenant shall promptly provide City with copies of any notice from any local or state government or authority or federal government or authority of the United States of America, if such notice: (i) threatens or demands revocation or suspension of Tenant's license to operate the Hospital; (ii) threatens or demands exclusion of Tenant from the Medicare or Medicaid programs, or other governmental healthcare programs; (iii) threatens to or imposes a financial penalty where the outcome of such could result in a monetary loss in excess of $1,000,000, or (iv) advises Tenant of the commencement of an investigation of Tenant where the outcome of such could result in a monetary loss in excess of $1,000,000.

13. **FURNITURE, TRADE FIXTURES AND EQUIPMENT.** Throughout the Term, all Furniture, Trade Fixtures and Equipment (as defined below) shall be assets of Tenant subject to the terms and conditions of this Lease. Furniture, Trade Fixtures and Equipment (as defined below) are collectively referred to herein as "FF&E".

13.1. "Trade Fixture” shall mean movable personalty (not including Fixtures) which is in, at, on or attached to the Premises or Ancillary Real Estate, as hereinafter defined, and which is used in connection with the Permitted Use. Trade Fixtures shall be owned or leased by the Tenant.

13.2. "Furniture” shall mean furniture (not including Fixtures) placed or installed in, at, or on the Premises or Ancillary Real Estate, as hereinafter defined, and used in connection with the Permitted Use. Furniture shall be owned or leased by the Tenant.

13.3. "Equipment” shall mean equipment (not including Fixtures) placed or installed in, at, or on the Premises or Ancillary Real Estate, as hereinafter defined, and used in connection with the Permitted Use, including, but not limited to, any apparatus, paraphernalia, or accoutrement, used for a specific purpose by Tenant in carrying out the Permitted Use (e.g., medical equipment such as CT Scanners, MRI and X-ray machines). Equipment shall be owned or leased by the Tenant.

13.4. Notwithstanding the foregoing, FF&E shall not include any computer software licensed or owned by HMA or Tenant or their respective affiliates and used in connection with the Permitted Use or otherwise ("Tenant Software"), except to the extent that such Tenant Software may be related to the physical hospital plant (e.g., HVAC, electrical, elevator and security systems).

14. **INDEBTEDNESS.** It is the intention of the Parties that at the expiration or earlier termination of this Lease, a fully functional licensed acute care hospital, free and clear of all liens and encumbrances except as set forth in this Lease, be surrendered to City in accordance with the provisions of paragraph 28 of this Lease.

14.1. **In General.** Subject to the terms and conditions of this paragraph 14, Tenant and its permitted successors or assigns shall have the right through any financing technique to
borrow and incur indebtedness and pledge Tenant's leasehold interest in this Lease ("Tenant's Leasehold Interest") as collateral to secure any such financing. In no event shall any such financing (or any pledge of Tenant's Leasehold Interest as collateral to secure any such financing) have a term which extends beyond the Term of this Lease.

14.2. **FF&E.** No financing or encumbrance of FF&E, except standard commercial leasing, shall extend beyond the Term of this Lease.

14.3. **Subordination of Tenant's Financing; No Subordination of City's Fee Interest or this Lease.** City and Tenant expressly agree that any financing obtained by Tenant which involves any pledge of Tenant’s Leasehold Interest to collateralize same, together with any and all modifications, amendments, renewals and extensions thereof, are, shall be and shall remain in all respects subject and subordinate to City’s fee ownership interest of the Premises. At no time shall City’s fee title in the Premises or City’s interest in this Lease be subordinated in any manner to any financing obtained by Tenant or to the interests of any leasehold mortgagee or any other lienholder of Tenant or any person claiming by or through Tenant (any such party is hereinafter called “Tenant’s Lender”).

14.4. **Notice of Tenant’s Lender.** Tenant shall provide City with notice of the name and address of Tenant’s Lender promptly following Tenant’s consummation of any financing arrangement with Tenant’s Lender.

14.5. **Notices of Default; Opportunities to Cure.** Provided City has received the notice required by paragraph 14.4 of this Lease, City covenants and agrees to give to any Tenant’s Lender at the latest address provided by Tenant, at the same time as and whenever City shall deliver to Tenant, a copy of any notice of default by Tenant in accordance with paragraph 25.2 of this Lease. No such notice to Tenant shall be deemed to have been duly given by City unless and until a copy of such notice has also been given to Tenant’s Lender. Tenant’s Lender shall have the right, but not the obligation, within the time period allowed to Tenant, to remedy or cause to be remedied such default in accordance with this Lease and City shall accept performance by Tenant’s Lender in accordance with this Lease as if the same had been performed by Tenant. No default by Tenant in performing work required to be performed, acts to be done or conditions to be remedied shall be deemed to exist if Tenant’s Lender has cured the default in accordance with the cure provisions under paragraph 25.2 of this Lease. Tenant hereby constitutes and appoints Tenant’s Lender as its agent in Tenant’s name, place and stead, to enter on the Premises and make any repairs thereto, maintain the same, remove any violations of law or to otherwise perform all of the terms, covenants and conditions required by the terms of this Lease and any financing documents executed and delivered by Tenant to Tenant’s Lender.

14.6. **Limitations.** Tenant’s right to secure indebtedness by granting a security interest in Tenant’s Leasehold Interest or pledging the revenues generated by all or a portion of the Premises is subject to the following limitations:
14.6.1. The proceeds from any indebtedness which is secured by a security interest in
Tenant’s Leasehold Interest or a pledge of revenues generated by all or a portion of
the Premises shall only be utilized for any purpose which is necessary or
convenient to the provision of health care or health care related services in St.
Petersburg, whether to the public, other institutions (including other corporations,
partnerships, or individuals) or medical professionals. Such purposes shall include,
but not be limited to, acquisition or construction of improvements to the Hospital
Facility, parking improvements, professional offices, medical laboratories,
pharmacies or any other ancillary improvements (collectively, "Financed
Improvements"), including the costs of indebtedness as well as any reasonably
required reserve funds. All Financed Improvements shall be located on the
Premises.

14.6.2. Nothing contained in this Lease shall be construed as a subordination of City’s
fee interest in the Premises or its reversionary interest pursuant to this Lease, and
Tenant shall not take any action to encumber such fee interest.

14.7. City Use of Premises as Collateral. During the Term, City shall not have the right to use
the Premises as collateral for any debt financing.

15. TAXES; ASSESSMENTS; LICENSE FEES. Tenant shall pay when and as due and before
delinquency:

15.1. Any and all taxes (including but not limited to ad valorem taxes and sales taxes),
stormwater fees, and assessments levied, assessed or imposed:

15.1.1. Upon Tenant’s business conducted on the Premises;

15.1.2. Upon any of the FF&E; and

15.1.3. Upon the Premises itself, provided, however, that in the last year of the Term, any
taxes shall be prorated based on the then current tax assessment.

15.2. Tenant shall deliver to City copies of the receipts that show payment of ad valorem
taxes and personal property taxes.

15.3. All license fees, permit fees, and charges of a similar nature for the conduct of Tenant’s
business on the Premises or otherwise imposed under applicable Laws (hereinafter
defined).

16. UTILITIES. Tenant shall contract in its own name for utilities, including, but not limited to,
electricity, water, sewer, removal and disposal of trash/garbage, reclaimed water and refuse
service, telephone, internet service, and cable/satellite television/communication if any,
associated with its use of the Premises.
17. ENVIRONMENTAL.

17.1. Definitions. For purposes of this Lease, the following words and phrases shall have the following meaning except where the text clearly indicates a contrary intention:

17.1.1. “Environment” shall mean soil, surface waters, groundwater, land, and sediments, surface or subsurface strata, and ambient air.


17.1.3. “Hazardous Material” shall mean (i) those substances included within the definitions of “Hazardous Substances”, “Hazardous Materials”, “Toxic Substance”, or “Solid Waste” in any Environmental Laws; (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iii) any materials, waste, or substance which is (a) petroleum, petroleum by products, residuals of petroleum and petroleum degradation byproducts; (b) asbestos; (c) polychlorinated biphenyls; (d) flammable explosives; or (e) radioactive materials; and (iv) such other substances, materials, and wastes which are or become regulated or controlled under any Environmental Laws.

17.1.4. “Release” shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the Environment (including the abandonment or discarding of
barrels, containers, and other closed receptacles containing any Hazardous Material).

17.2. **Tenant Obligation.** Tenant shall not use, store, generate, transport, dispose, nor cause the Release of, any Hazardous Material in, on or from the Premises, including but not limited to into the ambient air environment or any ditch, stream, conduit, storm sewer or sanitary sewer connected to the Premises or located thereon or knowingly permit any person to engage in such activities in or on the Premises except as used or handled in the operation of Tenant’s businesses and in compliance with Environmental Laws and the National Fire Protection Association (“NFPA”) Code and local fire codes as they may be amended from time to time. For purposes of removal and disposal of any such Hazardous Materials, Tenant shall take all steps necessary to insure that City is not named as the owner, operator or generator, and to the extent required by Environmental Laws, Tenant shall obtain a waste generator identification number, and shall execute all permit applications, manifests, waste characterization and similar documents and any other required forms.

17.3. **City Notification.** Tenant shall promptly notify City of: (i) any investigation or cleanup taken, demanded or threatened by any governmental or regulatory authority with respect to the Release of any Hazardous Material in or on the Premises or the migration thereof from or to other property, (ii) any demands or claims made or threatened by any party relating to any loss or injury resulting from any Hazardous Material in, on or from the Premises, and (iii) any matters where City is required by Environmental Laws to give a notice to any governmental or regulatory authority respecting any Hazardous Material in, on or from the Premises.

17.4. **Clean up and Remediation.** If any Hazardous Material is Released in, on or from the Premises by Tenant or any other occupant of the Premises whose occupancy arises by or through Tenant or its predecessors under the Former Lease or the 1983 Lease in violation of Environmental Laws, Tenant shall timely notify City and immediately, properly and in compliance with Environmental Laws, clean up and remove the Hazardous Material from the Premises and any other affected property. Such cleanup and removal shall be at Tenant's sole expense.

17.5. **Environmental Access.** Tenant shall allow authorized state and federal environmental personnel, as required by applicable Laws, and City’s authorized representatives at a reasonable time and with reasonable notice, access to the Premises for the following purposes:

17.5.1. Conducting an environmental audit or other inspections of the Premises.

17.5.2. Reviewing and copying of any records that must be kept under any environmental permit.
17.5.3. Viewing the facility, equipment, practices, or operations regulated or required
under such permit.

17.5.4. Sampling or monitoring any substances or parameters at any location subject to
any environmental permit or Environmental Laws.

17.6. **No Limitation.** Nothing in this Lease shall be interpreted as limiting City's ability to
seek contribution from any potential responsible parties for any environmental
violation.

18. **INSURANCE.**

18.1. **Tenant Responsibility: Coverages and Limits.** Tenant shall obtain and maintain in
effect at all times during the Term:

18.1.1. **Tenant’s Property Insurance.** Property Insurance covering the Premises
(including but not limited to all Facilities and Fixtures), all FF&E, and all other
property owned, leased, held or possessed by Tenant and contained in the
Premises under an “All Risks of Physical Loss” policy in an amount equal to the
full replacement cost thereof (“Replacement Cost Value”). For the purposes of this
Lease, Replacement Cost Value shall be determined by an appraisal performed by
an appropriately licensed or certified real estate appraiser, or insurance appraiser,
retained by Tenant. City reserves the right to have an additional appraisal
performed by another appropriately licensed or certified real estate appraiser or
insurance appraiser. If the appraisal conducted at the direction of City determines
a higher Replacement Cost Value than Tenant’s appraisal, such higher
Replacement Cost Value shall be used for purposes of determining the insurance
required by paragraph 18.1 of this Lease. In addition to the foregoing, flood
insurance and “Named Storm” coverage shall be carried by Tenant in amounts that
are available in the marketplace at a commercially reasonable cost.

18.1.2. **Boiler and Machinery Insurance.** Boiler and Machinery insurance providing
coverage of pressure vessels, auxiliary piping, pumps and compressors,
refrigeration systems, transformers and miscellaneous electrical apparatus on the
Premises which present significant potential for loss, in an amount equal to the full
replacement cost thereof.

18.1.3. **Commercial General Liability Policy.** Commercial General Liability Policy
protecting City against all claims or demands that may arise or be claimed on
account of Tenant’s use of the Premises in an amount of at least $10,000,000 per
occurrence.

18.1.4. **Professional Liability.** Professional Liability with a minimum policy limit of
$15,000,000.
18.1.5. Workers' Compensation and Employers Liability Insurance. Workers' Compensation Insurance in compliance with the laws of the State of Florida. Employers Liability coverage with minimum limits of $100,000 each accident, $100,000 each employee and $500,000 policy limit for disease.

18.1.6. Commercial Automobile Liability. Commercial Automobile Liability Insurance with a minimum policy limit of $5,000,000 combined single limit.

18.1.7. General Aviation Liability. General Aviation Liability Insurance with a minimum policy limit of $5,000,000.


18.2. Insurance Requirements. All insurance policies herein required to be procured by Tenant shall:

18.2.1. Be effected under enforceable policies issued by insurers licensed to do business in the State of Florida and be rated A-minus ("A-") or better by a rating agency such as A.M. Best or its equivalent. All policies, except Workers' Compensation and Professional Liability policies, shall name City as additional insured, be in occurrence form (except for Professional Liability and Environmental Liability Insurance, which are written on a claims made basis and shall provide a retroactive date to the Commencement Date and an extended reporting period of ninety (90) days), provide contractual liability covering the liability assumed in this Lease and shall not exclude any activity that would normally be associated with uses of the Premises permitted herein without prior Approval. All references to Approval shall be deemed to be Approval as defined in paragraph 43 of this Lease, which Approval shall be granted or withheld in City's sole discretion. Notwithstanding the foregoing, it is understood and agreed that Tenant currently issues some of its insurance coverage through a captive insurance program and as to any such insurance issued by the captive insurance company such captive is not licensed to do business in the State of Florida and is not rated by any agency such as A.M. Best or its equivalent. To the extent that such captive insurance company reinsures any risks, the re-insurers shall be licensed to do business in the State of Florida and be rated A-minus ("A-") or better by a rating agency such as A.M. Best or its equivalent.

18.2.2. Contain a provision whereby the insurance companies shall endeavor to provide City with at least thirty (30) days notice prior to cancellation, which notice shall be sent to City at the address set forth in paragraph 55 of this Lease.

18.3. Insurance Certificates. With respect to each and every one of the insurance policies herein required to be procured by Tenant, on or before the Commencement Date of this
Lease and before any such insurance policy expires, Tenant shall deliver to City certificates of insurance for each such policy or renewal thereof, as the case may be, together with evidence of payment of the premium as may be required to obtain and maintain the coverage required hereunder. Tenant shall notify City promptly if Tenant receives notification of cancellation of any insurance policy, which notice shall be sent to City at the address set forth in paragraph 55 of this Lease.

18.4. **Tenant's Failure to Deliver.** Unless Tenant self-insures as contemplated herein, if Tenant fails promptly to furnish any insurance coverage herein required to be procured by Tenant, City, at its sole option, after ten (10) days notice to Tenant of such failure, has the right to obtain the same on Tenant's behalf and to pay the premium therefore for a period not exceeding one (1) year in each instance; and the premium so paid by City shall be immediately payable by Tenant to City as Additional Rent hereunder pursuant to paragraph 7.2.2 of this Lease.

18.5. **Self-Insurance Requirements; Captive Insurance.** It is agreed that Tenant shall be in compliance with the terms of this paragraph 18 so long as the total limits of insurance herein required are provided, regardless of the allocation of such limits among underlying or excess policies. In addition, Tenant shall be in compliance with the terms of this paragraph 18.5 should it, in its discretion, choose to self-insure all or any portion of the risks described herein provided that: (a) Tenant complies with all aspects of Florida law regardless of such self-insurance; (b) the financial information to be provided to City on an annual basis pursuant to the terms of paragraph 12.3 of this Lease demonstrates a cumulative net worth of One Hundred Million Dollars ($100,000,000.00) on the part of Tenant or its related entities; and (c) Tenant's indemnification obligations contained herein in paragraph 22.1 of this Lease are specifically deemed to provide City, for the benefit of City, with the same protection as being an additional insured under the insurance policies as described above. The net worth must also show sufficient cash liquidity to provide for a self-insurance program. Notwithstanding anything contained in this paragraph 18 to the contrary, Tenant may, with Approval, adopt alternative risk management and/or insurance programs in lieu of providing the insurance policies specified herein, such programs providing Tenant with the right to self-insure without limit in whole or in part, to participate in programs of captive insurance companies, to participate with other health care institutions in mutual or other cooperative insurance or other risk management programs, to participate in State or Federal insurance programs, to take advantage of State or Federal laws now or hereafter in existence limiting medical and malpractice liability, or to establish other alternative risk management programs. Provided that if City fails to make written objection to Tenant within sixty (60) days of Tenant's written submission of a request for approval of such alternative, City shall be deemed to have approved the request. Provided further that if City does make such objection, Tenant shall have an opportunity to present evidence to City which demonstrates the substantial equivalence of the requested alternative and after submission of such evidence, City shall not unreasonably withhold its Approval.
18.6. **Excess Coverage.** Notwithstanding anything contained in this Lease to the contrary, Tenant, at its sole option, shall have the right to obtain insurance coverage in excess of the amounts or types set forth in this Lease.

18.7. **City’s Right to Review Funding Structure and Financial Conditions.** City shall have the right at any time upon reasonable notice and with cooperation of Tenant required therein, to review the funding structure and financial condition of any risk management program, self insurance program, captive insurance program or other insurance and, upon ninety (90) days notice to Tenant, require Tenant to obtain other insurance or risk management programs should City reasonably determine that the funding structure or financial condition of any such insurance company or program is insufficient to insure against the risks outlined in paragraph 18 of this Lease, in the amount set forth herein.

18.8. **Changes to Insurance Requirements.** Annually during the Term of this Lease, City reserves the right to change the insurance requirements set forth in this paragraph 18. Any such changes must be: (a) negotiated in good faith with Tenant; and (b) for types and amounts of insurance coverages that are available in the marketplace for a commercially reasonable cost. Any changes made to these insurance provisions shall be memorialized in a letter agreement or an amendment to this Lease executed by both Parties.

19. **DAMAGE; DESTRUCTION; RESTORATION.**

19.1. **Minor Event.** If a fire or other casualty causes damage to any portion of the Premises, the repair or restoration of which is estimated at two percent (2%) or less of the estimated Replacement Cost Value of the Premises, as established for casualty insurance purposes pursuant to paragraph 18.1.1 of this Lease, Tenant shall apply any insurance proceeds resulting from claims for such losses to repair such damage and may use any excess for any lawful purpose.

19.2. **Major Event.**

19.2.1. If the damage is in excess of two percent (2%) of said estimated Replacement Cost Value but hospital services are substantially equivalent to those being provided on the Commencement Date, Tenant within one hundred eighty (180) days after the occurrence of such damage shall notify City of its decision as to whether or not Tenant shall rebuild or restore the damaged portion of the Premises. If Tenant decides to rebuild or restore the damaged portion of the Premises, Tenant shall proceed promptly to rebuild or restore the Premises with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by Tenant, and shall not impair the character or significance of any portion of the Premises so damaged or destroyed; and City shall cooperate with Tenant to provide for the application of so much of the insurance proceeds as may be necessary to pay the cost of such rebuilding or restoration. Any insurance
proceeds remaining after such rebuilding or restoration shall be turned over to or retained by City.

19.22. In the event damage to the Premises is in excess of two percent (2%) of said estimated Replacement Cost Value and is so extensive that hospital services are no longer substantially equivalent to those being provided on the Commencement Date, then Tenant shall proceed expeditiously to commence to rebuild, restore, or replace the Premises ("Commence Construction") and Tenant shall thereafter diligently complete same. Should Tenant fail to Commence Construction within a reasonable length of time from the date of receipt by Tenant of insurance proceeds, City may terminate this Lease and all insurance proceeds shall be turned over to or retained by City. If after Commencement of Construction, City determines that Tenant is not proceeding as expeditiously as is reasonable in rebuilding, restoring or replacing the Premises, City shall provide Tenant with notice of such failure and shall give Tenant one hundred eighty (180) days from the date of City's delivery of such notice to cure such failure and if Tenant fails thereafter to cure such failure, City may terminate this Lease and all insurance proceeds shall be turned over to or retained by City.

19.3. **No Restoration.** If Tenant elects not to rebuild or restore the portion of the Premises damaged or destroyed pursuant to paragraph 19.2.1 of this Lease, or if Tenant is prevented from doing so because of its inability to obtain any required approvals from State, Federal or other governmental authorities having jurisdiction over the Premises, this Lease shall terminate and all insurance proceeds shall be turned over to or retained by City.

20. **FORCE MAJEURE.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strike, lockout, material shortage, power failure, epidemic, riot, insurrection, war, hostility, terrorism, act of God, hurricane, storm, flood, tornado, fire, explosion, natural disaster, or other reason of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering notice of such Permitted Delay to the other party within thirty (30) days of the event causing the Permitted Delay (or within a reasonable time if the Permitted Delay makes it impractical to give notice within that time period).

21. **CONDEMNATION.**

21.1. **Condemnation.** If during the Term, the whole of the Premises are condemned or taken in any manner for public use, or if a portion of the Premises are condemned or taken in any manner or degree to an extent that the Premises are not suitable, as determined by Tenant in its reasonable discretion, for the Permitted Use, then in either event Tenant or
City may elect to terminate this Lease as of the date of the vesting of title in the
condemning authority. As used in this paragraph, a condemnation or taking includes a
deed given or transfer made in lieu thereof.

21.2. Award. City shall be entitled to that portion of any condemnation award attributable
to City's interests in the Premises. Tenant shall be entitled to that portion of any
condemnation award attributable to the loss of Tenant's Leasehold Interest in the
Premises, its operating losses and its relocation costs.

22. INDEMNIFICATION AND DISCLAIMERS.

22.1. Tenant Indemnification. Tenant shall defend at its expense, pay on behalf of, hold
harmless and indemnify City, its officers, employees, agents, invitees, elected and
appointed officials and volunteers (collectively, "Indemnified Parties") from and
against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments,
losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including
but not limited to costs, expenses and reasonable attorneys' fees at trial and on appeal
and Claims for damage to property or bodily or personal injuries, including death at
any time resulting therefrom, sustained by any person or persons, which damage or
injuries are alleged or claimed to have arisen out of or in connection with, in whole or in
part, directly or indirectly:

22.1.1. Occupancy or Use. The occupancy or use of the Premises by Tenant or person(s)
or entities (other than City employees) occupying or using the Premises through
Tenant, including but not limited to Tenant's employees, agents, representatives,
sublessees, contractors, subcontractors and volunteers; or

22.1.2. Performance of and Failure to Comply with this Lease. The performance of or
failure to comply with this Lease (including amendments thereto) by Tenant, its
employees, agents, representatives, sublessees, contractors, subcontractors or
volunteers; or

22.1.3. Compliance and Conformity. The failure of Tenant, its employees, agents,
representatives, sublessees, contractors, subcontractors or volunteers to comply
and conform with any applicable Laws as hereinafter defined in paragraph 49 of
this Lease; or

22.1.4. Negligent, Reckless, or Intentional Act or Omission. Any negligent, reckless or
intentional act or omission of Tenant, its employees, agents, representatives,
sublessees, contractors, subcontractors or volunteers; or

22.1.5. City's Ownership. City's ownership of the Premises (to the extent the Claim is
based upon premises liability).
22.2. **Tenants' Personal Property.** Tenant shall store its personal property appropriately and shall occupy the Premises at its own risk.

22.3. **Tenant's Waiver.** Except for Claims caused by City's negligence and subject to paragraph 22.7 of this Lease, Tenant waives all claims against City for injury or death to persons and damage to or destruction of property or any other interest of Tenant sustained by Tenant, or any party claiming through Tenant, including but not limited to claims arising from: (i) any occurrence in, on or from the Premises; (ii) negligence in the occupancy, construction, operation or use of any of the Premises by Tenant or through the Tenant including but not limited to its employees, agents, representatives, sublessees, contractors, subcontractors or volunteers; (iii) any defect in the Premises; (iv) leaking of roofs and bursting, breaking, stoppage, running, seepage, backup, or leaking of water; gas, sewer or steam pipes or equipment, including sprinklers; (v) wind, rain, hurricane, flooding, fire, explosion, earthquake, excessive heat or cold, fire or other casualty; (vi) acts of war or terrorism, civil disturbance, vandalism, malicious mischief, theft or other acts or omissions of any third parties; (vii) acts of God; (viii) the failure of any public utility in supplying utilities to the Premises; and (ix) use of any of the Premises by any other person or by or from the acts of negligence of any occupant of the Premises.

22.4. **Notice, Defense and Settlement of Claims.** City shall give prompt notice to Tenant of any Claim that is subject to the foregoing indemnification and Tenant shall have the right to control the defense of any such Claim. Tenant also shall have the right to settle any such claim provided that Tenant pays the entire amount of such settlement and there is no finding of fault against the Indemnified Parties.

22.5. **Purchase of Insurance Coverage.** The purchase of insurance coverage required by this Lease, or otherwise, shall not relieve Tenant from the requirements of paragraph 22 of this Lease.

22.6. **Survival.** Tenant's duty to indemnify City shall survive the expiration or earlier termination of this Lease.

22.7. **Limitation of Liability of City.** Nothing contained in this Lease is intended to serve as a waiver by City of any defenses at law or in equity, including but not limited to sovereign immunity, or to extend the liability of City beyond the limits set forth in Section 768.28, Florida Statutes. Further, nothing contained in this Lease shall be construed as consent by City to be sued by any third party.

23. **ASSIGNMENT; SALE.**

23.1. **By Tenant.** Tenant may not assign this Lease or any of its rights under this Lease, nor sell, convey or grant any stock or ownership interest in Tenant, without City Council's prior approval, which approval shall be in City Council's sole discretion. Any such
purported assignment shall be immediately null and void and shall constitute a default of this Lease and City shall have the rights set forth in paragraph 25 of this Lease. Any purported involuntary assignment of this Lease or assignment by operation of law, whether by bankruptcy or insolvency, merger (whether as the surviving or disappearing corporation), consolidation, dissolution, reorganization, transfer of Tenant or controlling interest in Tenant, or court order effectuating such assignment or any other method, shall be immediately null and void and shall constitute a default of this Lease and City shall have the rights set forth in paragraph 25 of this Lease, unless such underlying transaction is approved by City Council, which approval shall be in City Council’s sole discretion.

23.2. By City. This Lease and all rights, title and interest of City hereunder are fully and freely assignable by City, and in the event of any such assignment, Tenant shall attorn to the assignee.

24. SUBLEASE.

24.1. Tenant may not sublease the Premises or any of its rights under this Lease without Approval, which Approval shall be granted or withheld in City’s sole discretion. Any such purported delegation or sublease shall be null and void and shall constitute a default of this Lease and cause for immediate termination. City shall have the rights set forth in paragraph 25 of this Lease.

24.2. Notwithstanding the foregoing, Tenant shall have the right without any Approval to sublease portions of the Premises to any person or entity whose use of such portion of the Premises furthers the Goals and is allowed as part of the Permitted Use, provided such subleases shall not affect Tenant’s duties and obligations under this Lease.

25. DEFAULT.

25.1. Tenant shall be deemed to be in default under this Lease if at any time any one or more of the following events (each of which constitutes a default) occurs:

25.1.1. Tenant fails to take possession of and occupy the Premises on the Commencement Date or vacates and abandons the Premises for any period of time after the Commencement Date without Approval (as hereinafter defined in paragraph 43).

25.1.2. The sale, conveyance, or transfer of any portion of Tenant’s Leasehold Interest, except as permitted in this Lease.

25.1.3. Any petition filed against Tenant in any court (whether or not pursuant to any statute of the United States or any state) in any bankruptcy, reorganization or insolvency proceedings and (i) Tenant is thereafter adjudicated bankrupt; or (ii) such petition is approved by any court.
25.1.4. Tenant's license to operate the Hospital is terminated or revoked or Tenant is subject to permanent exclusion from Medicare, Medicaid or successor equivalent governmental healthcare programs.

25.1.5. Tenant fails to perform or comply with any other term, provision, covenant, condition, or requirement of this Lease on the part of Tenant to be performed or complied with, including but not limited to failure of Tenant to perform or comply with the Charity Care Policy.

25.2. Remedies for Default; Right to Cure.

25.2.1. If Tenant is in default hereunder with respect to those defaults set forth in paragraphs 25.1.1, 25.1.2, 25.1.3, or 25.1.4 of this Lease, City shall have the right, at its sole option, to terminate this Lease by providing Tenant at least ten (10) days notice prior to the effective date of termination.

25.2.2. The occurrence of any default specified in paragraph 25.1.5 of this Lease shall be cured by Tenant within sixty (60) days from City's delivery of notice to Tenant ("Cure Period"), which notice must describe the default.

25.2.3. If the default specified in paragraph 25.1.5 of this Lease is not reasonably capable of cure within the Cure Period and Tenant commences and continues to diligently cure the default, City and Tenant shall meet and determine a period of time that is reasonably necessary to cure the default, whereupon the Cure Period shall be extended by such additional time ("First Extended Cure Period"). In the event City and Tenant cannot agree on a reasonable First Extended Cure Period, then City may terminate this Lease one hundred eighty (180) days after the end of the Cure Period by delivering written notice to Tenant at least twenty (20) days prior to the effective date of termination, provided that Tenant shall be allowed to cure the default prior to said date of termination.

25.2.4. If through no fault of Tenant the default specified in paragraph 25.1.5 of this Lease is not cured within said First Extended Cure Period and Tenant continues to diligently pursue to cure the default, City and Tenant shall meet and determine a period of time that is reasonably necessary to cure the default whereupon the First Extended Cure Period shall be extended by such additional time ("Second Extended Cure Period"). In the event City and Tenant cannot agree on a reasonable Second Extended Cure Period then City may terminate this Lease one hundred eighty (180) days after the end of the First Extended Cure Period by delivering notice to Tenant at least twenty (20) days prior to the effective date of termination, provided that Tenant shall be allowed to cure the default prior to said date of termination. If City and Tenant agree to a Second Extended Cure Period, and if the default is not cured within the Second Extended Cure Period, then City may terminate this Lease ninety (90) days after the end of the Second Extended
Cure Period by delivering notice to Tenant at least twenty (20) days prior to the effective date of termination, provided that Tenant shall be allowed to cure the default prior to said date of termination.

25.2.5. If Tenant fails to cure a default within the applicable time period set forth in paragraph 25.2.2 or 25.2.3 or 25.2.4 of this Lease and City exercises its right to terminate this Lease, Tenant shall quit and surrender the Premises to City on or before the termination date pursuant to paragraph 28 of this Lease. City shall not act in an arbitrary or capricious manner in determining whether a default has been cured.

25.3. Dispute Resolution Prior to Termination.

25.3.1. In the event that a dispute between the Parties arises under this Lease related to any default hereunder (whether or not such default is capable of cure) or if City notifies Tenant of termination of this Lease pursuant to paragraph 25 or paragraph 10.2.12 of this Lease, Tenant may notify City that it is invoking the dispute resolution process set forth in paragraph 25.3.2 below; provided, however, that Tenant may only invoke the dispute resolution process prior to the effective date of termination of this Lease (i.e., Tenant shall have no right to invoke the dispute resolution process on or after the effective date of termination of this Lease). If Tenant so invokes the dispute resolution process in accordance with this paragraph 25.3.1, this Lease shall not terminate except as provided in paragraph 25.3.2 below.

25.3.2. The dispute resolution process referenced above shall begin by City Administrator and Tenant’s designee attempting to resolve such dispute. If the dispute is not resolved by City Administrator and Tenant’s designee, the dispute shall be referred to the Mayor and Tenant’s Chief Executive Officer. If the dispute is resolved with City electing not to terminate this Lease for the default being disputed, City shall so notify Tenant and this Lease shall not terminate for the default being disputed. If the Mayor and Tenant’s Chief Executive Officer are unable to resolve the dispute after a good faith attempt to do so and the Mayor determines that further discussion with Tenant’s Chief Executive Officer is unlikely to resolve the dispute, the Mayor shall deliver notice to Tenant that the dispute resolution process is concluded and that this Lease is terminated effective twenty (20) days following delivery of such notice, provided that Tenant shall be allowed to cure the default prior to said date of termination. The Mayor shall not act arbitrarily or capriciously with respect to the efforts to resolve the dispute or with respect to any termination of this Lease and, prior to any termination of this Lease, the Mayor shall consider the nature and impact of the default, the severity of the termination remedy on Tenant (including but not limited to the investment that Tenant has made in the Hospital Facility), the overall best interests of the City and its citizens, and any other relevant factors. Tenant acknowledges and agrees that City electing not to terminate this Lease for a default disputed pursuant to the
aforementioned dispute resolution process shall not constitute a waiver of any other default (whether or not such other default is of the same or different provision of this Lease) or preclude City from exercising its rights of default and termination set forth in this paragraph for any other default (whether or not such other default is of the same or different provision of this Lease).

25.3.3. With respect to paragraph 25 of this Lease and the dispute resolution process set forth above, it is agreed that neither Party is waiving any of its rights or remedies that such Party may have at law or otherwise, including but not limited to the right to seek specific performance of this Lease. It is further agreed that the Parties shall have the right of specific performance of this Lease notwithstanding if such remedy is available under applicable Laws.

25.3.4. Effect of Termination. Upon termination of this Lease, this Lease and the Term, as well as all of the right, title and interest of Tenant hereunder, shall wholly cease and expire and Tenant shall immediately quit and surrender the Premises to City in accordance with paragraph 28 of this Lease.

26. REPOSSESSION OF THE PREMISES ON TERMINATION. Upon expiration or earlier termination of this Lease, City may proceed to enter into and repossess the Premises with all due process of law and remove Tenant’s employees or property therefrom in such manner and in accordance with such procedures as a court of competent jurisdiction may allow, without incurring any liability to Tenant or to any other person for any damage caused or sustained by reason of such lawful entry or removal.

27. ESTOPPEL CERTIFICATES. City shall, without charge therefor, at any time and from time to time, within thirty (30) days after receipt of request therefor by Tenant, execute, acknowledge and deliver to Tenant a written estoppel certificate certifying to Tenant, or to any other person designated by Tenant, as of the date of such estoppel certificate:

27.1. Whether Tenant (or its successors, assigns or any affiliates) is in possession of the Premises;

27.2. Whether this Lease is unamended and in full force and effect (or, if there has been an amendment, that this Lease is in full force and effect as amended and setting forth such amendments);

27.3. Whether or not there are then existing any setoffs or defenses against the enforcement of any right or remedy of City, or any duty or obligation of Tenant hereunder (and, if so, specifying the same in detail);

27.4. The dates, if any, to which any basic monthly rent, Additional Rent or other charges have been paid in advance;
27.5. Whether City has knowledge of any then uncured defaults under this Lease (if City has
knowledge of any such uncured defaults, specifying the same in detail); and

27.6. Whether City has knowledge of any event having occurred that authorizes the
termination of this Lease by City (if City has such knowledge, specifying the same in
detail).

28. END OF TERM. Upon the expiration or earlier termination of this Lease:

28.1. Tenant shall surrender possession of the Premises, free and clear of all liens and
encumbrances, to City or its designee, in good order and repair, ordinary wear and tear
and damage by casualty or condemnation excepted.

28.2. City shall have the option to have Tenant convey (as applicable), free and clear of all
liens and encumbrances, to City or its designee, all of Tenant’s rights in and to all of the
FF&E owned by Tenant that is necessary to operate a fully functional licensed acute
care hospital. Tenant shall execute such bills of sale or other documents of transfer as
City may reasonably require to transfer ownership of all FF&E owned by Tenant to City
or its designee.

28.3. Tenant shall assign all FF&E leases that are necessary to operate a fully functional
licensed acute care hospital that City, or its designee, elects to assume, and convey all
licenses for software related to the physical hospital plant (e.g., HVAC, electrical,
elevator and security systems) City, or its designee, elects to assume. City and Tenant
shall execute the appropriate assignment and assumption agreements with respect to
same. Tenant shall have the right to retain and remove from the Premises any FF&E
subject to a lease that is not assumed by City or its designee.

28.4. Tenant shall execute such bills of sale and assignments as City or its designee may
reasonably require to assist in the transfer of all applicable licenses, permits and
certificates of need required to operate a fully functional licensed acute care hospital to
the extent such are assignable.

28.5. Tenant shall convey to City or its designee, free and clear of all liens and
encumbrances, all real property (including all improvements thereon and thereto, and
all fixtures attached thereto) located off the Premises that is necessary to operate a fully
functional licensed acute care hospital ("Ancillary Real Estate") and owned by Tenant
or Joint Venture, or any affiliated or subsidiary company of Tenant or Joint Venture. In
the event that any Ancillary Real Estate is leased by Tenant, Tenant shall, at City’s
option, assign its leasehold interest in the Ancillary Real Estate to City or its designee,
provided that if such leased Ancillary Real Estate was at any time during the Term
owned by Tenant or Joint Venture, or any affiliated or subsidiary company of Tenant or
Join: Venture, Tenant shall cause such leased Ancillary Real Estate to be transferred to
City in fee simple, free and clear of all liens and encumbrances.
28.6. Upon expiration or earlier termination of this Lease, Tenant and City shall discuss in
good faith the services that each would provide the other in connection with the
transition of a fully functional licensed acute care hospital to City and the terms and
conditions related thereto, which shall include, among other things, City’s continued
use of the Tenant Software for a period of at least ninety (90) days following the
expiration or earlier termination of this Lease, all as may be mutually agreed to by the
Parties in a transition services agreement.

29. QUIET ENJOYMENT. City covenants and agrees that, if Tenant pays the rent and fulfills all
of its obligations provided for hereunder in accordance herewith and observes all of the
other provisions hereof, Tenant shall at all times during the Term, peaceably and quietly
have, hold and enjoy the Premises, without any interruption, hindrance or disturbance from
City, subject to the terms and provisions hereof.

30. NAMING RIGHTS; NAME AND PROHIBITIONS. The name of the Hospital ("Hospital
Name") must contain the name “Bayfront”. The Hospital Name may include a reference
that reflects the services provided, (e.g., “Health Center” or “Medical Center”) and a
geographical reference to City of St. Petersburg. The Hospital Name shall not include any
geographical reference to any other location except City of St. Petersburg. Tenant shall not
change, modify or otherwise alter such Hospital Name or sell, lease or otherwise grant in
any way the right to change, modify or otherwise alter such Hospital Name without City
Council approval, which approval shall be at the sole discretion of City Council.

31. INTERPRETATION AND NOTICES.

31.1. Modifications. No change, modification, or amendment of this Lease is valid unless the
same is in writing and duly executed by the Parties hereto. No waiver of any of the
provisions of this Lease is valid unless signed by the party against whom it is sought to
be enforced.

31.2. Entire Agreement. Except as described in paragraph 31.6 of this Lease, this Lease and
the exhibits attached hereto contain the entire agreement between the Parties hereto
with respect to the subject matter hereof and, except as described in paragraph 31.6 of
this Lease, there are no promises, agreements, conditions, undertakings, warranties or
representations, oral or written, expressed or implied, between them other than as
herein set forth with respect to the subject matter hereof. This Lease is intended by the
Parties hereto to be and is an integration of all prior or contemporaneous promises or
agreements, conditions or undertakings between them.

31.3. Severability. If any provision of this Lease or the application thereof to any party or
circumstance is, to any extent, invalid or unenforceable, all the other provisions of this
Lease, or the application of such provision to parties or circumstances other than those
to which it is invalid or unenforceable, are not affected thereby, and each remaining
provision of this Lease shall be deemed valid and enforceable to the fullest extent permitted by law.

31.4. **Captions.** The captions throughout this Lease are for convenience of reference only; and the words contained therein are not deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction, or meaning of any provisions of or the scope or intent of this Lease nor in anyway affect this Lease.

31.5. **Meaning of Words.** Wherever appropriate herein, the singular includes the plural, and the plural includes the singular, and each gender includes each other gender.

31.6. **1983 Lease.** The 1983 Lease, as amended, is hereby amended and restated. Further, upon the execution of this Lease, all terms and conditions of said 1983 Lease, as amended, shall be replaced in their entirety by this Lease. Notwithstanding the foregoing or anything to the contrary contained in this Lease, the Parties acknowledge that a Final Order in the matter of City of St. Petersburg, Florida v. Bayfront Medical Center, Inc., Bayfront Health System, Inc. and BayCare Health System, Inc. (Case No. 8:00-CV-623-27MAP) in the United States District Court, Middle District of Florida, was entered by the Court on April 11, 2001 ("Final Order"). The Parties and Joint Venture agree that nothing contained in this Lease shall be construed as a waiver of any of City's rights under the Final Order or any of Bayfront's (as such term is used in the Final Order to refer to both Bayfront Medical Center, Inc. and Bayfront Health System, Inc.) agreements, obligations or representations contained in the Final Order. Moreover, Tenant and Joint Venture agree to (i) be bound by and comply with the Final Order to the same extent that Bayfront (as such term is used in the Final Order to refer to both Bayfront Medical Center, Inc. and Bayfront Health System, Inc.) is bound by and required to comply with the Final Order; and (ii) require all assignees, sublessees, and affiliates to be bound by and comply with the Final Order. The 1983 Lease with City (as amended) referenced in the Final Order as "Lease" shall not be considered terminated for purposes of the Final Order but for such purposes only shall be considered to remain in effect as amended and restated herein.

32. **PLACE OF RENTAL PAYMENT.** All payments of rent required to be made by the terms of this Lease and any other payments that may become due from Tenant to City and all statements relating thereto required to be submitted or furnished by Tenant to City shall be made, submitted, and furnished to City at City's address as set forth in paragraph 55 of this Lease.

33. **NO PARTNERSHIP OR JOINT VENTURE WITH CITY.** Notwithstanding any provisions of this Lease, City is not deemed to be a partner or a joint venture with Tenant. The relationship created hereby is solely that of landlord and tenant.
34. **BIND AND ENURE.** Subject to the provisions hereof, this Lease is binding upon and enures to the benefit of the Parties hereto and their respective heirs, executors, or administrators and permitted successors and assigns.

35. **RECORDATION.** This Lease shall be recorded in the public records of Pinellas County, Florida at Tenant's expense.

36. **HOLDING OVER.** In the event Tenant holds over the Premises, or any part thereof, after the expiration of the Term, with Approval, which Approval shall be granted or withheld in the City's sole discretion, such holding over shall be construed to be a "Tenancy at Will" from month to month only. In the event Tenant holds over the Premises or any part thereof, after the expiration of the Term, without Approval, which Approval shall be granted or withheld in the City's sole discretion, such holding over shall be construed to be a "Tenancy at Sufferance" and City at its option may proceed as set forth in paragraph 26 of this Lease. In either event, Tenant shall pay a reasonable commercial rent determined by City. Such rent shall be due and payable to City on the first (1st) day following the Expiration Date of this Lease and, subsequently, on the first (1st) day of each successive month Tenant holds over.

37. **WAIVER OF SUBROGATION.** Tenant hereby waives all rights and claims against City for all losses covered by any insurance policies and waives all rights of subrogation of its respective insurers. Tenant shall cause each insurance policy carried by it to be written to provide that the insurance company waives all rights of recovery by way of subrogation against City.

38. **CITY AS A MUNICIPAL CORPORATION.** Nothing contained herein shall be interpreted to require City to take any action or refrain from taking any action that would be adverse to its status as a municipal corporation.

39. **DUE AUTHORITY.** Each Party to this Lease that is not a natural person represents and warrants to the other Party that (i) it is a duly organized, qualified and existing entity under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Lease to so execute the same and fully bind the Party on whose behalf they are executing.

40. **NON-APPROPRIATION.** The obligation of City to fund any expenditures required by this Lease shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City of St. Petersburg services have been budgeted and appropriated, sufficient monies for the funding of any expenditures that are due during that year. Notwithstanding the foregoing, City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of City pursuant to this Lease.
41. AMERICANS WITH DISABILITIES ACT OF 1990. Tenant assumes all responsibility, including but not limited to financial, construction and physical modification costs, provision of auxiliary aids, services and legal costs, for ensuring compliance with all aspects of the Americans with Disabilities Act of 1990 ("ADA") and any amendments thereto, including but not limited to Title II, Structural and Title III, Programmatic Accessibility Standards as well as any future amendments.

42. APPLICABLE LAW, VENUE, AND JURISDICTION. This Lease shall be governed by and be interpreted in accordance with the laws of the State of Florida. Venue for state court actions shall be in Pinellas County, St. Petersburg Division. Venue for federal court actions shall be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg, or Pinellas County, in which case the action shall be brought in that division. The Parties and Joint Venture waive any defense of improper or inconvenient venue as to either court and consent to personal jurisdiction in either court.

43. CITY APPROVAL AND ACTION.

43.1. For the purposes of this Lease, any required consent, permission, approval or agreement ("Approval") by City means the Approval of the Mayor or Mayor's designee unless otherwise set forth herein or unless otherwise required by City Charter and such Approval shall be in addition to any and all regulatory approvals for permits or other licenses required by applicable Laws or this Lease.

43.2. For the purposes of this Lease, any right of City to take any action permitted, allowed or required by this Lease, may be exercised by the Mayor or Mayor's designee, unless otherwise set forth herein or unless otherwise required by City Charter.

44. TIME PERIODS. Except as specifically set forth above, time periods herein shall include Saturdays, Sundays, and state and national legal holidays, and any time period provided for herein shall end at 5:00 p.m. local time.

45. NO CONSTRUCTION AGAINST PREPARER OF LEASE. This Lease has been prepared by City and reviewed by Tenant and its professional advisors. City, Tenant, and Tenant's professional advisors believe that this Lease expresses their agreement and that it should not be interpreted in favor of either City or Tenant or against City or Tenant merely because of their efforts in preparing it.

46. LEASES / AMENDMENT APPROVAL. This Lease and any amendments thereto are subject to approval by City Council, and by the Mayor or Mayor's designee. Attached hereto as Exhibit D is a true and correct copy of the resolution duly adopted by City Council on February 21, 2013 approving this Lease.

47. NO WAIVER. The exercise by City of any right or remedy to enforce its rights under this Lease shall not constitute a waiver of, or preclude the exercise of, any other right or remedy afforded City by this Lease or by statute or law; nor shall the acceptance of any payment be
deemed to be a waiver of any such default. The failure of City in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease, or to exercise any remedy, privilege or option conferred by this Lease on or reserved to City, shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that privilege, option or remedy, but that right shall continue in full force and effect.

48. NO THIRD PARTY BENEFICIARIES. This Lease sets forth the agreement between the Parties and all rights and benefits established herein are established solely for the benefit of the Parties and are not intended to establish any rights or benefits in any other person or entity. Persons or entities that are not a party to this Lease may not claim any benefit hereunder or as third party beneficiaries hereto.

49. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS. Tenant shall: (i) comply with all Laws applicable to Tenant's performance of Tenant's obligations set forth in this Lease; (ii) cause its use and operation of the Premises to comply with all Laws applicable to such use and operation; and (iii) cause its employees, agents, representatives, sublessees, contractors and subcontractors to comply with applicable Laws. Tenant shall promptly notify City if Tenant is required to do so pursuant to the provisions of paragraph 12.5 of this Lease. “Laws” means all existing and future federal, state, and local statutes, ordinances, rules, and regulations and the federal and state constitutions, including but not limited to those Laws related to the provision of healthcare services (e.g., emergency room services) and those Laws specifically referenced in this Lease (e.g., Americans with Disabilities Act of 1990, as amended, Section 255.05, Florida Statutes, and Environmental Laws).

50. COUNTERPARTS. This Lease may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Lease.

51. CURRENT OFFICERS. Upon request by City, Tenant shall provide City in writing, during the Term, with the name, title, address and telephone number of all of Tenant’s officers.

52. REPLACEMENT PREMISES. City is under no obligation to locate or provide a replacement Premises under any circumstances, including but not limited to, substantial damage to the existing improvements by fire, flood, hurricane, tornado, earthquake, or other form of natural disaster, or termination of this Lease.

53. NOTICE OF SALE. Prior to offering the Premises or any portion thereof for sale to any entity or person and prior to disseminating any requests for proposals or seeking any proposals for the purchase by others of all or any portion of the Premises, City agrees to provide notice to Tenant as to its intention to sell all or any portion of the Premises.
54. JOINT VENTURE. Joint Venture's business structure consists of a Florida Limited Liability
Company of which 80% of the equity is owned by Central Florida HMA Holdings, LLC, a
wholly owned subsidiary of HMA ("HMA Member") and 20% of the equity is owned by
Bayfront HERO Holdings, LLC ("BHH") a wholly owned subsidiary of BHERO. On the
date hereof, the voting structure of Joint Venture provides that each of the HMA Member
and BHH appoint an equal number of directors to the Joint Venture's Board of Directors and
each such director has one vote. The HMA Member contemplates that in the future it may
transfer a portion of its equity interest in Joint Venture to Shands equal to a percentage
interest of up to 20%. Except for the transfer of the 20% of the equity interest to Shands as set
forth above, the owners of the equity in Joint Venture shall not sell, convey, or grant
("Transfer") any stock or equity interest in Joint Venture which will have the effect of
reducing the HMA Member's equity interest to less than 51% or BHH's equity interest to
less than 20% (either, a "Prohibited Transfer") without City Council approval, which
approval shall be granted or withheld in City Council's sole discretion. Further, no change
in the voting structure of Joint Venture is permitted without City Council approval, which
approval shall be granted or withheld in City Council's sole discretion. Any purported
Prohibited Transfer shall be immediately null and void and shall constitute a default of this
Lease. Any purported involuntary Transfer or Transfer by operation either by bankruptcy,
insolvency, or merger, whether as a surviving or disappearing entity, consolidation,
dissolution, reorganization, transfer of controlling interest in Joint Venture or HMA
Member, or court order effectuating such Transfer, or any other method of involuntary
transfer, shall be immediately null and void and shall constitute a default of this Lease. City
shall have the rights set forth in paragraph 25 of this Lease unless (a) such Transfer or
underlying transaction is approved by City Council, which approval shall be in the sole
discretion of City Council; or (b) unless such approval is not required by this paragraph 54.
Nothing contained in this paragraph 54 is intended to permit a variance from the
requirement that Tenant operate a secular Hospital in accordance with paragraph 10.2.8 of
this Lease and otherwise comply with paragraph 31.6 of this Lease.

55. NOTICES; PAYMENTS. Any notice, payment, demand, consent, request or other
instrument which may be or is required to be given or delivered under this Lease shall be in
writing and shall be deemed to be delivered (i) whether or not actually received, ten (10)
days after deposited in the United States mail, postage prepaid, certified or registered mail,
return receipt requested, or (ii) when received (or when receipt is refused) if delivered
personally or sent by a nationally recognized overnight courier, all charges prepaid, at the
address of City or Tenant as set forth in this paragraph 55. Either Party may change its
address hereunder by providing notice to the other Party given in accordance with this
paragraph (such change of address to be effective ten (10) days following delivery to the
non-changing Party). The Parties acknowledge that any notice sent by facsimile or e-mail is
for convenience only, and shall not be deemed to be proper notice required hereunder.

If to City:
City of St. Petersburg
Director of Real Estate and Property Management
P.O. Box 2842, St. Petersburg, Florida 33731

With a copy to:
City of St. Petersburg
City Attorney
P.O. Box 2842, St. Petersburg, Florida 33731

If to Tenant
Bayfront HMA Medical Center, LLC
Attention: President and CEO
5811 Pelican Bay Blvd, Suite 500, Naples, Florida 34108

With a copy to:
Office of General Counsel
Attention: General Counsel
5811 Pelican Bay Blvd, Suite 500, Naples, Florida 34108

SIGNATURE PAGES FOLLOW THIS PAGE
REMAINDER OF PAGE LEFT BLANK INTENTIONALLY
IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed by their duly authorized representatives on the day and date first written above.

WITNESSES

Sign: [Signature]
Print: [Name]

BAYFRONT HMA MEDICAL CENTER, LLC, a Florida limited liability company

By: HOSPITAL MANAGEMENT ASSOCIATES, LLC its Manager

By: [Signature]

Gary S. Bryant, Treasurer

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 27th day of March, 2013, by Gary S. Bryant, as Treasurer of HOSPITAL MANAGEMENT ASSOCIATES, LLC, a Florida limited liability company, as Manager of BAYFRONT HMA MEDICAL CENTER, LLC, a Florida limited liability company, organized under the laws of the State of Florida, on behalf of the company and appeared before me at the time of notarization.

Gary S> Bryant
Personally Known
Provided [Social Security Number] as identification.

Notary Public – State of Florida

Signature

2/24/14
Commission Expires
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 27th day of March, 2013, by Gary S. Bryant as Treasurer, of HOSPITAL MANAGEMENT ASSOCIATES, LLC, a Florida limited liability company, as Manager of BAYFRONT HMA HEALTHCARE HOLDINGS, LLC, a Florida limited liability company, organized under the laws of the State of Florida, on behalf of the company and appeared before me at the time of notarization.

Gary S. Bryant
Personally Known
Provided FL Dr. Lc. as identification.
B1053-287-769-443-D
Notary Public - State of Florida

Minerva Hernandez
Signature

Commission Expires 2/24/14

MINERVA HERNANDEZ
Commission # OD 940646
Expires February 24, 2014
Dunedin Twp. Troy Florida 800-562-5380
WITNESSES

Sign: Gerrie Maxam
Print: Gerrie Maxam

Sign: Patricia Brown
Print: Patricia Brown

CITY OF ST. PETERSBURG, FLORIDA

By: David W. Biggs
David W. ("Bill") Foster, as its Mayor

ATTEST

By: Eva Andujar, City Clerk

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 15th day of April, 2013, by David W. ("Bill") Foster and Eva Andujar, as Mayor and City Clerk, respectively, of the City of St. Petersburg, Florida, a municipal corporation, existing under the laws of the State of Florida, on behalf of the corporation. They are personally known to me and appeared before me at the time of notarization.

Notary Public - State of Florida

Cathy E. Davis
Notary Signature

APPROVED AS TO CONTENT:

City Attorney (Designee)

By: Jacqueline Conradi
Assistant City Attorney

APPROVED AS TO FORM:

City Attorney

By: Jacqueline Conradi
Assistant City Attorney

Legal: 00172732.doc v34
EXHIBIT "A"

PREMISES DESCRIPTION (YELLOW HIGHLIGHTED AREA)

A portion of Lot 1, Block 1, BAYFRONT MEDICAL CENTER SUBDIVISION, as recorded in Plat Book 105, Page 3 of the Public Records of Pinellas County, Florida, being more particularly described as follows:

BEGINNING at the Northeast Corner of Lot 1, run S. 00°36'15" E., 393.00 feet; thence N. 89°27'06" E., 25.56 feet; thence South 210.00 feet; thence S. 89°28'11" W., 300.00 feet; thence S. 44°28'11" W., 103.21 feet; thence S. 00°01'46" E., 257.70 feet; thence N. 70°41'46" W., 198.78 feet; thence N. 00°21'21" W., 237.62 feet; thence S. 89°23'25" W., 25.00 feet; thence N. 00°21'21" W., 278.30 feet; thence N. 89°26'11" E., 155.10 feet; thence N. 44°28'23" E., 46.06 feet; thence N. 00°31'37" W., 45.00 feet; thence N. 45°31'37" W., 60.00 feet; thence N. 00°31'37" W., 230.00 feet; thence N. 89°26'11" E., 416.24 feet to the POINT OF BEGINNING.

AND

Lots 8 through 11 and the vacated 20 foot alleyway lying North of and adjacent to Lots 8 through 11, Block A, T. F. McCALL'S SUBDIVISION, as recorded in Plat Book 4, Page 12 of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part.

AND

A portion of Lot 7, Block A, T.F. MCCALL'S SUBDIVISION, according to the map or plat thereof recorded in Plat Book 4, Page 12, in the Public Records of Hillsborough County, Florida of which Pinellas County was formerly a part and more particularly described as follows:

Commence at the Southwest corner of Lot 7, run East 19 feet to the POINT OF BEGINNING, thence North 5 feet; thence East 27 feet; thence South 5 feet; thence West 27 feet to the POINT OF BEGINNING.
EXHIBIT "B CHARITY CARE POLICY

TITLE: Charity Care (Community Care / Financial Assistance)

ISSUED FOR: ☑ Bayfront HMA Medical Center, LLC

ISSUED BY: Revenue Cycle

POLICY NUMBER: PFS500

PAGE: 1 of 3

APPROVED BY: Hospital CFO and Revenue Cycle Director

ORIGINAL ISSUE DATE: 1999

REVISION DATE: 02/14/13

Purpose:
The purpose of the policy is to provide a systematic method for evaluating uninsured or underinsured patients for financial assistance programs such as community care, charity care, Pinellas County Health Plan.

Policy:
Bayfront HMA Medical Center, LLC ("Bayfront") is committed to meeting the health care needs of community residents. Bayfront provides for the medical needs of low-income, uninsured, underinsured and Indigent patients by rendering necessary, quality health care, regardless of race, creed, color, sex, national origin, sexual orientation, handicap, age or ability to pay. Uninsured and underinsured patients who do not qualify for government assistance and are unable to pay for hospital services may apply for Charity Care. Patients, who do not qualify for Charity Care, may qualify under the Community Care Discount policy for a reduction in their portion due. In the event of any conflict between the provisions of this policy and any applicable state or federal law, regulation or rule, the applicable law, regulation or rule shall control; provided, however, that nothing contained in this policy shall alter the terms or conditions of Bayfront’s lease with the City of St. Petersburg.

Procedure:
Application Process
1. Financial Counselors will help patients prepare any applications required or will refer the patient to the appropriate agency.

2. Patients who are not eligible for any Federal, State or County programs will be screened for charity assistance based on the criteria outlined in this policy. If the patient does not provide required information or cooperate in the application process, the patient may not be entitled to charity care.

3. Financial assistance applications may be offered to uninsured or underinsured in which financial screening indicates that the patient may be eligible for Charity Care.

4. Patients and or guarantors applying for Charity Care must complete a Community Care Consideration (CCC) application.

5. Financial Counselors may require supporting documentation if the data on the application seems unreasonable or questionable. Acceptable documentation includes any of the following forms:
   a. Copy of current driver’s license
   b. Letter from employer stating income and length of employment - must be written on company letterhead
   c. W2 from previous calendar year
   d. Current pay check stubs
   e. IRS tax return from the most recent calendar year
   f. Forms approving/denying unemployment
   g. Written verification from public/governmental agencies that can attest to the patients’ income during the past 12 months
   h. Food stamp referral
i. Medicaid remittance confirming Medicaid exhausted benefits
j. Written attestation from patient of income and address
k. Documentation confirming patient’s debts and assets
l. Proof of address (utility bill, gas, electric, phone)

6. If verification of income is not available, the Financial Counselor will document all facts supporting the need for assistance, and will document in the patient accounting system notes of the particulars of the CCC application.

7. The CCC application must be signed by the patient, guarantor or representative, and then reviewed by the Financial Counselor.

Determining Eligibility

1. The patient must not be eligible for Medicaid, County Indigent Assistance, HCRA or other government assistance.

2. Total family income compared to current Federal Poverty Level (FPL) guidelines must meet the following criteria:
   a. Household income is equal to or below 200% of the FPL guidelines
   b. Total hospital charges due from the patient must be greater than 25% of patient’s gross annual household income.

3. Total gross household income is the sum of the income of all persons in the family unit.

4. Total household income must not exceed ten times FPL.

5. Services considered “ancillary” by AHCA, defined as any service NOT performed by Bayfront, will not be considered for Charity Care.

6. If the patient is not eligible for any Federal, State or County programs, a determination of Charity Care eligibility will be made after the application is complete, and after all required supporting documentation has been received by the Financial Counselor. The patient will be notified of the determination within 14 days.

7. If the patient does not qualify for the Charity Care program a denial letter will be sent within 14 days.

8. Assets as defined by Florida outside the primary residence and primary vehicle will be evaluated on a case by case basis in the event assets are available.

Approval Process

1. Charity Care approval will be determined by the Financial Counseling Coordinator; and submitted for approval to the Business Office Director. The Business Office Director will review and approve. Final review and approval will be given by the Administrator, CFO, or Controller.

2. Charity Care application outcome must be documented in the patient accounting system.

3. All supporting documentation will be kept on file for seven years with the initial application form.

4. Any determination by Bayfront made in good faith will not be deemed to violate this policy if such decision is made in error and is able to be rectified through appropriate reimbursement or other financial means.

Appeal of Determination

1. Any patient, family member or PFS staff member may request an appeal for any patient who has been found ineligible for this program.

2. An appeal will be forwarded to the Financial Assistance Committee, membership of which will be determined by the PFS Director, and will include all financial documents and the reason for which eligibility should be granted.
EXHIBIT “C” CONFLICTS OF INTEREST

ADMINISTRATIVE STRUCTURE STANDARD

TITLE: PROCEDURES FOR COMPLIANCE WITH CONFLICT OF INTEREST POLICY – BOARD MEMBERS

| ISSUED FOR: | ☑ Board of Trustees/Board of Directors of Bayfront HMA Medical Center, LLC |
| ISSUED BY: | Administration |
| POLICY NUMBER: | 1.07 |

| ORIGINAL ISSUE DATE: | 1/5/2000 |
| REVISION DATE: | 02/14/2013 |

APPROVED BY:

Annual Disclosure Statements

Board Members shall complete, sign and file an annual disclosure statement detailing existing or potential conflicts of interest and affirm that they have:

1. Received a copy of the Bayfront Conflict of Interest policy
2. Read and understand the policy
3. Agreed to comply with the policy

The form shall be filed with Bayfront Administration. Interim disclosure shall also be required as new or additional conflicts develop subsequent to the annual disclosures. Any newly employed Board Members shall participate in similar procedure concurrent with assumption of their responsibilities.

Disclosure Requirements of Board and Committee Members

In addition to completing the annual disclosure statement, a governing Board Member or Committee Member of Committees with Board delegated power shall disclose any potential or actual conflict of interest to the president of the entity on whose Board or Committee the Member serves, and to the other members of the Board or Committee. The conflict should be made a matter or record, either through the annual disclosure, or when the potential or actual conflict of interest becomes a matter of Board or Committee action.

Board of Trustees’ and Committee Members’ Required Action

After disclosure of the Board Member’s or Committee Member’s actual or potential conflict, the following procedures for addressing the conflict of interest will be adhered to by each Board and all Committees with Board delegated powers, without exception:

1. The interested Director or Committee member shall leave the Board or Committee meeting while the conflict of interest issue is discussed.
2. The remaining Board or Committee Members shall decide if a conflict of interest exists.
3. If a conflict of interest is deemed to exist:
   a. The Chairperson of the Board or Committee shall, if appropriate, appoint a disinterested individual or committee to investigate the proposed transaction or arrangement.
b. The Board or Committee shall determine whether Bayfront can obtain a more advantageous transaction or arrangement with reasonable efforts from an individual or entity that would not give rise to a conflict of interest.

c. If a more advantageous transaction or arrangement is not reasonably available, the Board or Committee shall determine whether the transaction or arrangement is in the Bayfront best interest, and whether the transaction is fair and reasonable to Bayfront. An interested Director or Committee Member shall not vote, participate in, influence or attempt to influence any determination or proceedings. The Director or Committee Member may, however, respond to questions posed by the Board or Committee regarding the contract or transaction. Any such contract or transaction must be authorized by a vote of at least two-thirds (2/3) of the Directors or Committee Members entitled to vote at a meeting at which a quorum was present. Any interested Director or Committee Member may not be counted in determining the existence of a quorum.

4. Records of Proceedings. The Minutes of the Board and all Committees shall reflect the following:

a. The name(s) of the Director(s) or Committee Member(s) who disclosed or otherwise was found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board’s or Committee’s decision as to whether a conflict of interest, in fact, existed.

b. The names of the Board or Committee Members who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken on the subject at issue.

c. The Interested Director or Committee Member’s exclusion from voting and participation and the existence of a proper quorum.
BAYFRONT CONFLICT OF INTEREST DISCLOSURE FORM AND CONFIDENTIALITY AGREEMENT

I, ____________________________, have read and understand the Bayfront HMA Medical Center, LLC ("Bayfront") Conflict of Interest policy and am familiar with the disclosure requirements described therein. I understand and agree that I occupy a position of fiduciary trust and stewardship with respect to Bayfront and, in such capacity, agree to be bound to act in accordance with the Bayfront Conflict of Interest Policy.

Except as fully disclosed below, I represent that to the best of my knowledge and belief, neither I nor any member of my immediate family, business associates or firm with which I am affiliated, has an existing or potential interest in a contract or other transaction which might reasonably appear to be construed as adverse to, or in violation of the Bayfront Conflict of Interest Policy.

No Reportable Conditions Exist

1. Please disclose all business affiliations which constitute a source of income to you or members of your immediate family which might give rise to a possible conflict of interest between you and Bayfront, based upon the requirements of the Bayfront Conflict of Interest Policy. (If none exists, please so indicate.)

2. Please disclose all Corporate (non-profit and business) Director and Officer positions held by you and members of your immediate family. (If none exists, please so indicate.)

3. Please disclose all relationships and affiliations of you and any member of your immediate family which you deem to be within the spirit of the foregoing and the Bayfront Conflict of Interest policy. Please consider that the purpose of this questionnaire is to enable you and this institution to protect you and it from a charge of a real or apparent conflict of interest. (If none exists, please so indicate.)

I recognize that as a Bayfront Board Member, I may obtain confidential and proprietary information concerning the operations and plans of Bayfront. I acknowledge that such information will have been submitted to me as the result of significant expenditure of time and money related to the development of the information.

I agree I will not disclose any confidential and proprietary information made known to me through my service as a Board Member of Bayfront to persons or entities outside of Bayfront. I further agree I will not use such information to promote my own business interests or the interests of businesses or professions with which I am associated.

Signature: ____________________________  Date: ____________________________

Title or Position: ____________________________  Annual Disclosure: ____________________________
  Interim/Updated Disclosure: ____________________________

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EXHIBIT "D" ADOPTED RESOLUTION
FOLLOWS THIS PAGE
A RESOLUTION FINDING THAT THE CONTINUED OPERATION OF A FULLY FUNCTIONAL LICENSED ACUTE CARE HOSPITAL AND ANCILLARY SERVICES TO CITY RESIDENTS AND THE GENERAL PUBLIC, INCLUDING BUT NOT LIMITED TO THE PROVISION OF CHARITY CARE, AND THE PROVISION OF OTHER COMMUNITY BENEFITS AS ANNUALLY REPORTED BY TENANT, ON THE CITY-OWNED REAL PROPERTY COMMONLY REFERRED TO AS THE BAYFRONT MEDICAL CENTER LOCATED AT 701 - 6TH STREET S., ST. PETERSBURG ("PREMISES") PURSUANT TO AN AMENDED AND RESTATED LEASE AGREEMENT ("LEASE"), AND THE SURRENDER AND / OR CONVEYANCE TO THE CITY AT THE EXPIRATION, OR EARLIER TERMINATION OF THE LEASE, OF ALL REAL PROPERTY AND IMPROVEMENTS, AND TRADE FIXTURES, FURNISHINGS, AND EQUIPMENT NECESSARY TO OPERATE A FULLY FUNCTIONAL LICENSED ACUTE CARE HOSPITAL, CONSTITUTES SUFFICIENT CONSIDERATION FOR THE LEASE WITH BAYFRONT HMA MEDICAL CENTER, LLC, A FLORIDA LIMITED LIABILITY COMPANY JOINED BY BAYFRONT HMA HEALTHCARE HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE USE OF THE PREMISES (COLLECTIVELY, "ENTITIES") FOR AN INITIAL TERM OF FIFTY (50) YEARS WITH TWO (2) OPTIONS TO RENEW AND EXTEND THE TERM OF THE LEASE OF TEN (10) YEARS EACH FOR NOMINAL MONETARY RENT TOGETHER WITH NON-MONETARY CONSIDERATION; FINDING THAT THE LEASE SERVES A PUBLIC PURPOSE AND IS IN THE BEST INTERESTS OF THE AFFECTED COMMUNITY; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE LEASE AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION AFTER VERIFICATION BY THE MAYOR AND CITY ATTORNEY THAT THE ENTITIES HAVE BEEN LEGALLY CREATED, HAVE DEMONSTRATED THE ABILITY TO PERFORM AS CONTEMPLATED IN THE LEASE, AND THAT THE PERSONS EXECUTING THE LEASE HAVE THE AUTHORITY TO BIND THE ENTITIES; AUTHORIZING THE MAYOR, OR HIS DESIGNEE, WITH THE CONSENT OF THE CITY ATTORNEY TO MAKE NON-SUBSTANTIAL CHANGES TO THE LEASE PRIOR TO ITS EXECUTION; AND PROVIDING AN EFFECTIVE DATE.
WHEREAS, City is the owner of a large, metropolitan, acute care hospital located at 701 Sixth Street South, St. Petersburg, Florida known as Bayfront Medical Center ("Hospital"); and

WHEREAS, the Hospital, formerly known as Mound Park Hospital, was run by the City until, following the recommendation of a Special Planning Commission, the hospital facility was leased to Bayfront Medical Center, Inc., a Florida not for profit corporation ("BMC"), currently a wholly owned subsidiary of Bayfront Health Systems, Inc., a Florida not for profit corporation ("BHS"), that has operated and expanded its medical services at this location since July 8, 1968; and

WHEREAS, the 1968 Lease was terminated and canceled and a new lease was executed by BMC and City on October 15, 1983, and recorded on November 14, 1983, in O. R. Book 5641, Page 1926, et seq., Public Records of Pinellas County, Florida ("1983 Lease"); and

WHEREAS, the 1983 Lease was amended on four occasions 1) increasing the area of the premises leased pursuant to the 1983 Lease that was inadvertently omitted, 2) reducing the area of the leased premises to exclude a portion sold to BMC, 3) modifying the residency requirement of the Board of Directors of BMC and further amending a portion of the legal description, and 4) extending the term of the 1983 Lease to July 1, 2047, further amending the residency requirements of the Board of Directors of BMC and modifying certain other provisions of the 1983 Lease; and

WHEREAS, BHS, through its board members, have spent much of the last two years in a process evaluating options for redefining and repositioning the Hospital to better accommodate the changes and expectations in the healthcare industry in a manner that best meets the changing needs of the community, including the continuation of its current charity care policies; and

WHEREAS, BHS informed City Administration as it was initially exploring opportunities for appropriate collaborations or partnerships that would complement the Hospital's status, history and dedication to the community; and

WHEREAS, on October 23, 2012, a Letter of Intent to form a strategic partnership for operation of the Hospital was signed by BHS, Health Management Associates, Inc., a Delaware for profit corporation ("HMA") and Shands Teaching Hospital and Clinics, Inc. a Florida not for profit corporation ("Shands"); and

WHEREAS, BHS believes the strategic partnership it is embarking upon will accomplish its goal of maintaining the Hospital as the community's pre-eminent provider of health care services of the highest quality for decades to come; and
WHEREAS, at a City Council workshop held on November 3, 2012 a presentation was made by BHS explaining the vision, purpose, and evaluation process leading to the strategic partnership together with the structure of the strategic partnership; and

WHEREAS, the formation of the strategic partnership and the related transactions were conditioned upon obtaining City Council approval of a modified lease with the new ownership entity to operate the hospital on the City-owned property; and

WHEREAS, the modifications to the existing lease, as amended, entitled Amended and Restated Lease Agreement ("Lease"), restructures the ownership entity with no changes to medical staff, retention of the Bayfront name and brand identity and no changes to the existing charity care policy of the Hospital; and

WHEREAS, BHS has been repurposed and renamed as Bayfront Health, Education and Research Organization, Inc. a not for profit corporation ("BHERO"); and

WHEREAS, BHERO and HMA have entered into a definitive agreement to own and operate the Hospital ("Agreement"), subject to City Council approval of the Lease; and

WHEREAS, under the Agreement, BHERO and HMA have formed Bayfront HMA Healthcare Holdings, LLC, a Florida limited liability company ("Joint Venture Entity") that will be owned 80% by Central Florida HMA Holdings, LLC, a wholly owned subsidiary of HMA and 20% by Bayfront HERO Holdings LLC ("BHH"), a wholly owned subsidiary of BHERO, with the potential for Shands to acquire a 20% interest in the Joint Venture Entity in the future; and

WHEREAS, the Joint Venture Entity has formed and owns 100% of another entity, Bayfront HMA Medical Center, LLC, a Florida limited liability company, which will execute the Lease, joined by the Joint Venture Entity, and be the tenant entity responsible for the operation and management of the Hospital; and

WHEREAS, the addition of the financial strength of its capital partner, HMA, together with the clinical and educational partner, Shands, will provide the opportunity for an infusion of significant capital for improvements and upgrades to the hospital functions and the addition of clinical and educational resources that Shands brings to the community; and

WHEREAS, a City Council workshop was held on January 17, 2013 for the purpose of providing updates on the status of the formation of the partnership, the status of lease negotiations, a review of eleven (11) business points providing the framework for the Lease, and the anticipated schedule for City Council approval once the Lease was in final form; and
WHEREAS, based on the January 17, 2013 workshop the Lease incorporating the eleven (11) business points discussed with City Council was developed and distributed for City Council’s review on February 8, 2013; and

WHEREAS, on February 14, 2013 City Council conducted a detailed review and discussion of the Lease with City Staff and representatives from BHS and HMA; and

WHEREAS, based on direction from City Council certain modifications were made to the Lease; and

WHEREAS, HMA shall invest at least $100,000,000 over the first five (5) years of the Initial Term, as hereinafter defined, in improvements in support of the Permitted Use, as hereinafter defined; and

WHEREAS, Tenant is committed to preserving the Hospital’s charitable mission by continuing to provide charity care to needy and underserved persons who are unable to pay for all or a portion of their medical costs; and

WHEREAS, Tenant is committed to providing healthcare services to the public at a level equal to or greater than the services currently in existence; and

WHEREAS, Tenant also desires to pursue and fulfill several goals, including (i) growth; (ii) standardization to the industry’s best practices; (iii) access to the human, intellectual and financial resources required to be the area’s best healthcare provider; and (iv) opportunities to save costs across a broader platform; and

WHEREAS, the consideration for the Lease includes nominal monetary rent of $160.00 for the extended term together with non-monetary consideration including but not limited to the continued operation of a fully functional licensed acute care hospital and ancillary services to City residents and the general public, including but not limited to the provision of charity care, and the provision of other community benefits as annually reported by tenant, and the surrender and / or conveyance to the city at the expiration, or earlier termination of the lease, of all real property and improvements, and trade fixtures, furnishings, and equipment necessary to operate a fully functional licensed acute care hospital; and

WHEREAS, based on the foregoing, this City Council finds that the Lease serves a public purpose and is in the best interests of the persons residing within the geographic boundaries of the City (“Affected Community”).
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this City Council finds that the continued operation of a fully functional licensed acute care hospital and ancillary services to City residents and the general public, including but not limited to the provision of charity care and the provision of other community benefits as annually reported by Tenant, on the City-owned real property commonly referred to as the Bayfront Medical Center located at 701 - 6th Street S, St. Petersburg ("Premises") pursuant to an Amended and Restated Lease Agreement ("Lease"), and the surrender and / or conveyance to the City at the expiration or earlier termination of the Term of the Lease of all real property and improvements and trade fixtures, furnishings, and equipment necessary to operate a fully functional licensed acute care hospital constitutes sufficient compensation for the Lease with Bayfront HMA Medical Center, LLC, a Florida limited liability company, joined by Bayfront HMA Healthcare Holdings, LLC, a Florida limited liability company, for the Lease of the Premises (collectively "Entities") for an initial term of fifty (50) years with two (2) options to renew and extend the term of the Lease of ten (10) years each for nominal monetary rent together with non-monetary consideration serves a public purpose; and

BE IT FURTHER RESOLVED based on the foregoing that this City Council finds that the Lease serves a public purpose and is in the best interests of the persons residing within the geographic boundaries of the City ("Affected Community"); and

BE IT FURTHER RESOLVED, that the Mayor or his Designee is authorized to execute the Lease and all other documents necessary to effectuate this transaction after verification by the Mayor and City Attorney that the Entities have been legally created, have demonstrated the ability to perform as contemplated in the Lease; and that the persons executing the Lease have the authority to bind the Entities; and

BE IT FURTHER RESOLVED, that the Mayor, or his Designee, with the consent of the City Attorney is authorized to make non-substantial changes to the Lease prior to its execution.

This resolution shall be effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 21st day of February, 2013.

[Signature]

Karl Nurse Chair-Councilmember
Presiding Officer of the City Council

ATTEST: [Signature]

Eva Andujar City Clerk