

Execution Version

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the “**Agreement**”), dated this ____ day of _____, 2022, is by and between **Doctors Hospital, Inc.**, a Florida not-for-profit corporation (“**Purchaser**”), and the **City of Coral Gables**, a municipal corporation existing under the laws of the State of Florida (the “**Seller**” or “**City**”). In consideration of the mutual covenants and promises herein set forth, the parties agree as follows:

1. **Purchase and Sale.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller all of Seller’s right, title and interest in and to those certain parcels of real property located at 5151 University Drive, Coral Gables, Florida 33146, and legally described in **Exhibit “A”** attached hereto (such real property, together with all tenements, hereditaments and appurtenances pertaining thereto, including, without limitation, any and all right, title and interest of Seller in and to any existing roads, streets, alleys, rights-of-way and easements located within or benefitting such real property, is referred to herein collectively as the “**Property**”).

2. **Deposit.** To secure the performance by Purchaser of its obligations under this Agreement, Purchaser shall deliver to Saxon & Fink, LLP (“the **Escrow Agent**”), the sum of Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00), within three (3) business day of the Effective Date (the “**Deposit**”).

3. **Purchase Price.** The purchase price to be paid by Purchaser to Seller for the Property is Three Million Five Hundred Thousand and 00/100 Dollars (\$3,500,000.00) (the “**Purchase Price**”).

4. **Title.** Purchaser, at Purchaser’s expense, shall obtain a title insurance commitment (the “**Commitment**”). Subsequent to Closing (as hereinafter defined), Purchaser, at Purchaser’s expense, shall have its title agent issue a title insurance policy for the Property. Purchaser, at Purchaser’s expense, may obtain a survey of the Property (the “**Survey**”) and a municipal lien search (the “**Lien Search**”). Within three (3) business days of Purchaser’s receipt of the Commitment, Survey and Lien Search, Purchaser shall deliver the Commitment, Survey and Lien Search to the City for the City to review. Purchaser shall examine the Commitment, the Survey and the Lien Search prior to the expiration of the Inspection Period. If Purchaser finds title to be defective as evidenced by the Commitment, Survey and/or Lien Search, including, without limitation, any violations, or notes or notices of violations of law or municipal ordinances, orders or requirements (“**Title Defects**”), Purchaser may, prior to the expiration of the Inspection Period, notify Seller in writing specifying the Title Defects (the “**Title Notice**”). The failure by Purchaser, or Purchaser's attorney, to deliver the Title Notice on or before the expiration of the Inspection Period shall constitute Purchaser's irrevocable acceptance of the Commitment, Survey and Lien Search and Purchaser shall be deemed to have unconditionally waived any right to object to any matters set forth therein.

In addition, Purchaser shall have the right to object to any matter(s) first appearing on any updates to the Commitment, Survey and/or Lien Search after the expiration of the Inspection Period and which are not caused by or on behalf of or consented to by Purchaser, by giving written notice thereof to Seller within five (5) business days of receiving notice thereof, and any

such matter(s) will be treated as a Title Defects and will be subject to the terms of this Section 4. Purchaser shall be deemed to have unconditionally waived any such matters which it fails to give such notice to Seller within five (5) business days after the date Purchaser receives same.

In the event there exist any Title Defects, Seller shall have a reasonable time to cure such Title Defects in order to deliver fee simple title to Purchaser, provided that in no event shall Seller be required to cure any Title Defects or to bring any lawsuit in order to cure a Title Defect. At Seller's option, the date of Closing may be extended for a period not to exceed ninety (90) days for purposes of allowing Seller to continue to proceed diligently and in good faith in eliminating any Title Defects. In the event that Seller is unable to eliminate any such Title Defects as of the date of Closing, as the same may be extended under the preceding sentence, Purchaser shall have the option of either: (i) Closing and accepting the title "as is," without reduction in the Purchase Price, or (ii) canceling this Agreement in which event the Escrow Agent shall return the Deposit to Purchaser, whereupon both parties shall be released from all further obligations under this Agreement, except those that expressly survive termination hereof.

Notwithstanding anything to the contrary in this Agreement, if Seller elects not to cure any Title Defects or elects to cure a Title Defect but fails to have the Title Defect cured by the date of Closing and Purchaser agrees to Close anyway, Purchaser shall accept title to the Property subject to the Title Defects not cured by Seller.

5. **Permitted Exceptions.** Notwithstanding the terms and provisions of this Agreement, including, but not limited to, Section 4 above, Purchaser and Seller acknowledge that the Property shall, except as provided in the Declaration, as hereinafter defined, be sold, assigned and conveyed by Seller to Purchaser, and Purchaser shall accept and assume same, subject to the following matters (collectively, the "**Permitted Exceptions**"):

(a) Any and all present and future zoning, building, environmental and other laws, statutes, ordinances, codes, rules, regulations, requirements or executive mandates of all governmental authorities having jurisdiction with respect to the Property, including, without limitation, landmark designations and all zoning variances and special exceptions, if any.

(b) Possible encroachments and/or projections of stoop areas, roof cornices, window trims, vent pipes, cellar doors, steps, columns and column bases, flue pipes, signs, piers, lintels, window sills, fire escapes, satellite dishes, protective netting; sidewalk sheds, ledges, fences, coping walls (including retaining walls and yard walls), air conditioners and the like, if any, on, under or above any street or highway, the Property or any adjoining property.

(c) Any state of facts that an accurate survey of the Property would disclose, provided same does not render title unmarketable.

(d) All presently existing and future liens for unpaid real estate taxes, assessments and water and sewer charges that are not due and payable as of the Closing Date (as hereinafter defined), subject to any prorations as provided for in this Agreement.

(e) All covenants, restrictions and rights, if any, and all easements and agreements, if any, for the erection and/or maintenance of water, gas, steam, electric, telephone, sewer or other utility pipelines, poles, wires, conduits or other like facilities, and appurtenances thereto, over, across and under the Property.

(f) Any lien or encumbrance arising out of the acts or omissions of the Purchaser.

(g) Consents by Seller or any former owner for the erection and maintenance of any structures on, under or above any streets or roads on which the Property may abut, provided same do not render title unmarketable.

(h) The terms of the Declaration of Restrictive Covenants recorded June 28, 1994, in Official Records Book 16418, at Page 4052, of the Public Records of Miami-Dade County, Florida.

(i) Such other matters as any reputable title insurer licensed to do business in the State of Florida shall be willing, without special premium, to omit as exceptions to title insurance coverage.

6. **Property Materials.** Seller has previously provided to Purchaser any and all property materials in Seller's possession and/or control, and Purchaser acknowledges that it has received such documents. Purchaser further acknowledges and agrees that the property materials have been provided to Purchaser for its information only and that Seller makes no representation or warranty with respect to any of the property materials, including, without limitation, its accuracy or completeness.

7. **Inspection Period.**

(a) Subject to the terms of this Agreement, Purchaser, at Purchaser's expense, shall have a period of fifteen (15) days from the Effective Date (as may be extended the "**Inspection Period**"), to make such physical, legal, zoning, title, survey, land use, environmental, and other examinations, inspections and investigations of the Property, that Purchaser, in Purchaser's sole discretion, may determine to make. Notwithstanding the foregoing, Purchaser may not perform any invasive testing of the Property without obtaining the prior written consent of Seller, which Seller shall not unreasonably withhold or delay. After completing its inspection of the Property, Purchaser shall, at its sole cost and expense, repair any damage it has caused to the Property as a result of such inspections and investigations. Seller shall have the right to have one of Seller's representatives present at any on-site inspections. Purchaser agrees not to contact any employees of Seller without the permission of Seller.

(b) Purchaser shall have the right to terminate this Agreement, for any reason or no reason, by giving written notice to Seller (the "**Termination Notice**"), pursuant to the notice provisions set forth in Section 16 hereof, before 4:00 p.m. (Eastern Time) on or before the date on which the Inspection Period, shall expire ("**Inspection Period Expiration Date**"), whereupon (i) this Agreement shall be terminated, the parties hereto shall have no further obligations to or recourse against each other (except for any provisions of this Agreement which expressly survive

the termination of this Agreement), (ii) the Deposit shall be returned to Purchaser, and (iii) Purchaser shall promptly return and/or deliver to Seller all due diligence materials delivered by Seller and/or third party reports obtained by Purchaser in accordance with the terms and conditions hereof. If Purchaser does not deliver the Termination Notice prior to 4:00 p.m. (Eastern Time) on the Inspection Period Expiration Date, then (i) Purchaser shall be deemed to have waived the foregoing termination right and elected to proceed to the Closing, (ii) this Agreement shall remain in full force and effect in accordance with its terms, and (iii) the Deposit shall be deemed non-refundable to Purchaser unless otherwise provided for by the terms and conditions of this Agreement.

(c) Purchaser agrees to indemnify and hold harmless Seller and Seller's appointed and elected officials, officers, directors, partners, principals, members, employees, agents, contractors, attorneys, accountants, consultants and any successors or assigns of the foregoing, (collectively the "**Indemnified Parties**") from and against any and all costs, damages, liens or expenses (including, but not limited to, reasonable attorneys' fees) incurred by any of the Indemnified Parties, that derives from Purchaser's and/or its representatives' access to, or inspection of the Property, or any tests, inspections or other due diligence conducted pursuant to this Agreement. Additionally, the right of third parties to enter the Property on behalf of the Purchaser to assist with due diligence (e.g., surveyors, environmental inspectors, contractors) shall be subject to Purchaser's prior delivery to Seller of an insurance binder, certificate or other documentation reasonably satisfactory to Seller, evidencing the fact that said third party has liability insurance coverage (an ACORD form certificate of insurance issued by or on behalf of an insurance company authorized to do business in the State of Florida) for the Property, naming Seller as an additional insured, in an amount reasonably acceptable to Seller.

(d) The provisions of this Section 7 shall survive the Closing or earlier termination of this Agreement.

8. **As-Is Agreement.** Subject to Sections 4 and 7 of this Agreement, Purchaser acknowledges that Purchaser has made thorough inspections and investigations of the Property and Purchaser agrees to take title to the Property "AS-IS, WHERE IS, AND WITH ALL FAULTS" and in the condition existing as of the date of this Agreement, subject to reasonable use, ordinary wear and tear and without any reduction in or abatement of the Purchase Price.

As of the expiration of the Inspection Period, Purchaser shall have undertaken all such investigations of the Property as Purchaser deemed necessary or appropriate under the circumstances as to the status of the Property and the existence or non-existence of curative action to be taken with respect to any hazardous or toxic substances on or discharged from the Property, and based upon same, Purchaser will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers.

Neither party to this Agreement is relying on any statement or representation not expressly stated in this Agreement. Purchaser specifically confirms and acknowledges that in entering into this Agreement, Purchaser has not been induced by, and has not relied upon, whether express or implied, warranties, guaranties, promises, statements, inducements, representations or information pertaining to the Property or its uses, the physical condition,

environmental condition, state of title, income, expenses or operation of the Property, or any other matter or thing with respect thereto, written or unwritten, whether made by Seller or any agent, employee or other representative of Seller, or any broker or any other person representing (or purporting to represent) Seller, which are not expressly set forth in this Agreement. Seller shall not be liable for or bound by any written or unwritten statements, representations, warranties, brokers' statements or other information pertaining to the Property furnished by Seller, any broker, any agent, employee or other actual (or purported) representative of Seller, or any person, unless and only to the extent the same are expressly set forth in this Agreement.

Except as expressly set forth in this Agreement, Seller makes no warranty with respect to the presence of any hazardous or toxic substances on, above, beneath or discharged from the Property (or any adjoining or neighboring property) or in any water on or under the Property. Notwithstanding anything to the contrary herein, the Closing hereunder shall be deemed to constitute an express waiver of Purchaser's right to recover from Seller, and forever releases, covenants not to sue and discharges Seller from, any and all damages, demands, claims, losses, liabilities, penalties, fines, liens, judgments, costs or expenses whatsoever, including attorneys' fees and costs, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the physical condition of the Property.

The provisions of this Section 8 shall survive the Closing and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

9. **Declaration of Covenants And Restrictions.** Upon Closing, Seller and Purchaser shall execute and record a Declaration of Covenants And Restrictions in the form of **Exhibit "F"** attached hereto (the "**Declaration**").

10. **Termination of Existing Lease.** Seller and Purchaser hereby agree to terminate that certain Lease Agreement between Seller and Purchaser dated as of December 30, 1987, as amended pursuant to that certain Amendment to and Memorandum of Lease dated as of January 31, 1992, as further amended pursuant to that certain First Amendment to Lease Agreement dated as of August 20, 2002, as assigned pursuant to that certain Assignment of Lease Agreement dated as of July 20, 2005, and as affected by that certain renewal notice letter dated May 9, 2017 (as amended, assigned, and affected, the "**Existing Lease**"). Simultaneously with Closing, Seller and Purchaser shall execute a termination of lease in the form of **Exhibit "G"** attached hereto (the "**Termination of Existing Lease**").

11. **Right of Way Lease.** Seller and Purchaser hereby agree to enter into a right of way lease agreement in the form of **Exhibit "H"** attached hereto (the "**Right of Way Lease**"). Said Right of Way Lease shall allow the Purchaser to use that portion of the parking lot adjacent to the Property for free valet parking for hospital visitors and/or employees on a temporary basis while Purchaser re-develops the parking lot at the Property.

12. **Seller's Representations/Covenants.**

(a) Seller represents and warrants to Purchaser as follows:

(i) Seller has the full right, power and authority to enter into this Agreement and to sell and convey the Property to Purchaser as provided herein and to carry out its obligations hereunder.

(ii) The execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary persons and no consent of any other person or entity to such execution, delivery and performance is required to render this document a valid and binding instrument enforceable against Seller in accordance with its terms.

(iii) Seller is not a “foreign person” within the meaning of the United States tax laws and to which reference is made in Internal Revenue Code Section 1445(b)(2). At Closing, Seller shall deliver to Purchaser an affidavit to such effect.

(iv) Seller is vested with, and has good and valid, title to the Property.

As of the Closing, all of Seller’s representations and warranties shall be true and correct in all material respects, except as otherwise disclosed by Seller to Purchaser.

(b) Covenants. Seller covenants that:

(i) From and after the Effective Date through Closing or earlier termination of this Agreement, the Property shall continue to be operated and managed in a manner consistent with its operation and management prior to the Effective Date.

(ii) From and after the Effective Date, no portion of the Property or any interest therein shall be encumbered, conveyed or otherwise transferred, nor shall Seller allow any new condition to persist or arise which may result in a lien against the Property.

(iii) Seller shall expedite permits with the City of Coral Gables and cooperate with Purchaser in obtaining permits with the City of Coral Gables and other agencies with jurisdiction, as appropriate, including DTPW, WASD and DERM.

(iv) All land use, zoning entitlements and other governmental approvals necessary for the Property to be utilized for the Intended Use shall be in effect prior to Closing, including (i) the Property being designated “Hospital” on the City’s Comprehensive Plan Future Land Use Map, (ii) the Property is designated Special Use (S) District on the City’s Official Zoning Map, (iii) Purchaser has received conditional use and site plan approval to use the Property for the Intended Use substantially in conformity with the plans entitled “Proposed Valet Parking Lot Plan: prepared by Nelson Worldwide, dated initially 9/17/2019, as amended on 9/24/2020, 12/10/2020 and 4/29/2021 attached hereto as **Exhibit “I”** (the “**Site Plan**”) (the foregoing items (i), (ii) and (iii) collectively referred to

as the “**Land Use Entitlements**”), and (iv) approval of the “Landscape Overall Planting Plan: Doctors Hospital; Valet Parking Area” as prepared by Geomantic Designs, Inc., sheet L1, dated 5/14/21 attached hereto as **Exhibit “J”** (the “**Landscape Plan**”), it being understood that the Site Plan and the Landscape Plan allow the preservation of existing Australian Pines on the Property. Purchaser and Seller agree that if there are any changes to the Site Plan and/or the Landscape Plan prior to Closing they shall execute an amendment to this Agreement to replace **Exhibits “I”** and “**J**” with the final approved Site Plan and Landscape Plan.

(v) The Property is platted as “Doctors Hospital Annex”, pursuant to a Plat recorded in the Public Records of Miami-Dade County, Florida.

(vi) Purchaser shall have the right to access the Property from University Drive and to exit the Property onto University Drive over the Property driveways.

Purchaser covenants that:

(i) As long as there is a lease between Seller and Purchaser for property intruding into the University Drive right-of-way to be used by Purchaser for visitor and patient parking Purchaser shall not charge for parking. This provision shall survive the Closing.

13. **Default Provisions.** In the event of a default by Purchaser under this Agreement, Seller shall receive the Deposit, as agreed and liquidated damages for said breach, and as Seller’s sole and exclusive remedy for default of Purchaser, whereupon this Agreement shall terminate and the parties shall be relieved of all further obligations under this Agreement, except those that expressly survive termination hereof. Purchaser and Seller acknowledge and agree that actual damages are difficult or impossible to ascertain and that the amount of such Deposit is a fair and reasonable estimation of the damages of Seller. In the event of a default by Seller under this Agreement, Purchaser shall have the right, as sole and exclusive remedy for default of Seller, to receive the return of the Deposit, whereupon this Agreement shall terminate and the parties shall be relieved of all further obligations under this Agreement, except those that expressly survive termination hereof.

14. **Prorations.** Real estate taxes, personal property taxes, prepaid expenses, and all other fees and items of income and expense with respect to the Property shall be prorated as of 11:59 p.m. of the date immediately preceding the Closing. In the event the taxes for the year of Closing are unknown, the tax proration will be based upon the taxes for the prior year (with maximum discount) and at the request of either party, the taxes for the year of Closing shall be re-prorated and adjusted when the tax bill for such year is received and the actual amount of taxes is known.

The provisions of this Section 14 shall survive the Closing for a period of six (6) months.

15. **Conditions Precedent.** Both Seller's and Purchaser's obligation to close on the transaction provided for in this Agreement shall be subject to the following condition precedent to closing (the "**Condition Precedent**"):

(a) Prior to Closing, the City shall provide to Purchaser a zoning confirmation letter that confirms that the Land Use Entitlements are in effect to allow the development and operation of a valet parking lot at the Property with not less than 102 parking spaces, including valet and tandem facilities, two spaces deep (the "**Intended Use**").

(b) Prior to Closing a final plat for the Property has been approved by the City and recorded in the Public Records of Miami-Dade County, Florida.

(c) Prior to Closing the Site Plan and the Landscape Plan, as revised in accordance with the City's comments and review process, have been approved by the City and agreed to by Purchaser.

16. **Closing Costs.** The parties shall be responsible for payment of the following closing costs:

I. Seller shall be responsible for:

(a) The cost of recording any documents necessary to cure Title Defects; and

(b) Seller's legal fees and costs.

II. Purchaser shall be responsible for:

(a) The recording fees for the Deed (as hereinafter defined);

(b) Any and all costs and expenses of inspections and feasibility studies and reports incident to Purchaser's inspections;

(c) The cost of the Survey obtained by Purchaser;

(d) The cost of the preparation of the Commitment and the premium for the owner's title insurance policy together with any endorsements to be issued from the Commitment;

(e) The cost of the municipal lien search obtained by Purchaser;

(f) Purchaser's legal fees and costs; and

(g) Documentary stamp taxes on the Deed and the Miami-Dade County Surtax. Florida municipal corporations are exempt from documentary stamp taxes. If one party to a transaction is exempt from documentary stamp taxes, the nonexempt party is required to pay the tax.

17. **Closing.** Subject to other provisions of this Agreement for extension, the closing of the transactions contemplated hereunder (the “**Closing**”) shall occur on that day that is fifteen (15) days following the later of: (i) the expiration of the Inspection Period (including any extensions thereof) or (ii) the satisfaction of the Condition Precedent (the “**Closing Date**”). The Closing may take place through a so-called “Mail-Away” closing, it being understood that neither Seller nor Purchaser nor their respective counsel need be physically present at Closing so long as all documents that are required to be delivered at Closing are fully executed, delivered in escrow to the Escrow Agent and available on the date of the Closing, and an authorized signatory of the affected party is available either in person or by telephone and facsimile at Closing.

At or prior to Closing, Seller shall deliver to the Escrow Agent all of the following instruments, each of which shall have been duly executed and, where applicable, acknowledged and/or sworn, on behalf of Seller, and shall be dated to be effective as of the Closing Date:

- (i) A Special Warranty Deed (the “**Deed**”), in the form of **Exhibit “B”** attached hereto (the “**Deed**”);
- (ii) A “gap” affidavit, to delete the gap title exception, and mechanic’s lien affidavit sufficient in form and content to delete standard title exceptions, in the form of **Exhibit “C”** attached hereto (the “**Title Affidavit**”);
- (iii) An affidavit of non-foreign status in the form of **Exhibit “D”** attached hereto (the “**FIRPTA Affidavit**”);
- (iv) A general assignment of all general intangible rights and permits of Seller included in the Property, in the form of **Exhibit “E”** attached hereto (the “**Assignment of Rights**”);
- (v) The Declaration, in the form of **Exhibit “F”** attached hereto;
- (vii) The Termination of Existing Lease, in the form of **Exhibit “G”** attached hereto;
- (viii) The Right of Way Lease, in the form of **Exhibit “H”** attached hereto;
- (ix) Six copies of the Closing Statement; and
- (x) Such additional assignments, instruments and documents appropriate to be executed and delivered by Seller as may be reasonably necessary to complete the transaction and to carry out the intent and purposes of this Agreement.

At or prior to Closing, Purchaser shall deliver to the Escrow Agent all of the following instruments, each of which shall have been duly executed and, where applicable, acknowledged and/or sworn, on behalf of Purchaser, and shall be dated to be effective as of the Closing Date:

- (i) The Declaration;

- (ii) The Termination of Existing Lease;
- (iii) The Right of Way Lease;
- (iv) Six copies of the Closing Statement; and
- (v) Such additional assignments, instruments and documents appropriate to be executed and delivered by Purchaser as may be reasonably necessary to complete the transaction and to carry out the intent and purposes of this Agreement.

18. **Adjacent Properties.** Except for those rights granted to Purchaser, as tenant, only, under the Right of Way Lease, Purchaser hereby waives any and all rights to that portion of the University Drive Right of Way, as shown on the Plat of “Revised Plat of Coral Gables Riviera Section Part 4”, as recorded in Plat Book 25 at Page 47 of the Public Records of Miami-Dade County (the “**Right-of-Way Property**”), including, without limitation, any and all rights to use, purchase, or otherwise acquire the Right-of-Way Property. Purchaser hereby acknowledges that in spite of its previous use of the Right-of-Way Property for parking purposes, and except for those rights granted to Purchaser, as tenant, under the Right of Way Lease, Purchaser has no claims or rights whatsoever to the Right-of-Way Property, and further, waives any and all possible claims, whether present or future, to the Right-of-Way Property.

19. **Escrow Agent.** The Escrow Agent shall not be liable for any actions taken in good faith, but only for its gross negligence or willful misconduct. To the extent permitted by applicable law, the parties hereby indemnify, save, defend, keep and hold harmless the Escrow Agent from any and all loss, damage, cost, charge, liability, cost of litigation, or other expense, including without limitation reasonable attorneys’ fees and court costs, arising out of its obligations and duties under this Agreement, including, but not limited to, (i) disputes arising or concerning amounts of money to be paid, (ii) funds available for such payments, (iii) persons to whom payments should be made, or (iv) any delay in the electronic wire transfer of funds, as Escrow Agent, unless Escrow Agent’s actions constitute gross negligence or willful misconduct. If there be any dispute as to disposition of any proceeds held by the Escrow Agent pursuant to the terms of this Agreement, the Escrow Agent is hereby authorized to interplead said amount or the entire proceeds with any court of competent jurisdiction and thereby be released from all obligations hereunder. Further, the parties shall be jointly and severally liable to Escrow Agent for payment of its reasonable expenses in carrying out the duties set forth herein. In no event shall the Escrow Agent be required to expend its own funds for any out of pocket costs, but may give notice of such cost, without being required to do so, to the parties and decline to proceed unless and until such costs have been paid or advanced. The Escrow Agent shall not be liable for any failure of the depository.

20. **Notices.** All notices, demands, requests and other communications hereunder will be in writing and will be deemed to have been given (i) on the same business day if delivered personally, (ii) three (3) business days following mailing by registered or certified mail, return receipt requested, postage pre-paid, (iii) on the date sent if transmitted via email with printed confirmation of transmittal, or (iv) on the following business day if delivered by Federal Express or other similar reputable national overnight delivery service, to either party at its

address set forth below. Any notice given by a party to the other party relating to its entitlement to any portion of the Deposit shall be simultaneously given to the Escrow Agent. Notice given by an attorney of a party hereto shall be deemed to be given by such party.

Seller: City of Coral Gables
405 Biltmore Way
Coral Gables, Florida 33134
Attn: Peter Iglesias, Miriam Ramos
Phone: 305-460-5202, 305-460-5084
E-mail: piglesias@coralgables.com,
mramos@coralgables.com

copy to: Holland & Knight, LLP
701 Brickell Avenue, Suite 3300
Miami, Florida 33131
Attn: Vivian de las Cuevas-Diaz, Esq.
Email: Vivian.Cuevas@hkllaw.com
Fax Number: (305) 789-7799

Purchaser: Doctors Hospital, Inc.
6855 Red Road, Suite 600
Coral Gables, Florida 33143
Attn: Kathleen S. Moorman, VP
E-mail: kathleenmo@baptisthealth.net
Phone: (786) 662-7387

copy to: Saxon & Fink, LLP
9065 SW 87 Avenue, Suite 112
Miami, Florida 33176
Attention: Kyle R. Saxon, Esq.
Email: kylesaxon@saxonfink.com
Phone: (305) 371-9575

21. **Risk of Loss/Condemnation.** In the event that the Property or any portion thereof is taken by eminent domain prior to Closing, Purchaser shall have the option of either: (i) canceling this Agreement and receiving a refund of the Deposit, whereupon both parties shall be relieved of all further obligations under this Agreement, except those that expressly survive termination hereof; or (ii) proceed with Closing without reduction of the Purchase Price, and Purchaser shall be entitled to all condemnation awards and settlements, if any, with respect to the Property.

22. **Brokerage.** Seller and Purchaser represent and warrant to each other that neither Seller nor Purchaser has engaged or employed any broker, agent, finder or other similar party with respect to the sale of the Property, and agree to hold each other harmless from any claims arising therefrom.

23. **Miscellaneous.**

- (a) **Governing Law; Venue.** This Agreement shall be construed and governed in accordance with the laws of the State of Florida. Venue shall be in Miami-Dade County, Florida.
- (b) **Partial Invalidity.** In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.
- (c) **Assignment.** Purchaser may not assign this Agreement without the prior written consent of Seller, which consent may be withheld by Seller in Seller's sole discretion.
- (d) **Attorneys' Fees.** In the event of any litigation between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels.
- (e) **Effective Date.** The term "Effective Date," as used herein, shall mean the later of the dates on which this Agreement is fully executed by Seller or Purchaser and a fully executed counterpart is delivered to both parties.
- (f) **Time.** Except as otherwise expressly set forth herein, time periods shall be calculated using calendar days. In the event that any time period herein shall end on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended to the end of the next day which is not a Saturday, Sunday, or legal holiday.
- (g) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and there are no other agreements, representations or warranties other than as set forth herein. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.
- (h) **Counterparts.** This Agreement may be executed in several counterparts or in counterpart signature pages, and all so executed shall constitute one Agreement, notwithstanding that all of the undersigned are not signatories to the original or the same counterpart or counterpart signature page. A facsimile or .pdf of a signature to the Agreement shall be deemed and treated for all purposes of execution to be as valid as an original signature thereto.
- (i) **Force Majeure.** In the event that the performance by either party of any of its obligations hereunder is delayed by natural disaster, epidemic, pandemic, including Covid-19, terrorist activity, war, labor dispute, or similar matter beyond the control of such party, without such party's fault or negligence, then the party affected shall notify the other party in writing of the specific obligation delayed,

and the duration of the delay, and the deadline for completion of such obligation shall be extended by a like number of days. An extension of the obligations hereunder shall include, without limitation, an extension of the Closing Date until such time as the parties are able to perform their respective obligations hereunder. Further, the foregoing shall apply to Purchaser's failure to obtain insurance for the Property or Seller's inability to maintain current insurance at the Property due to the Property being located within the projected path of a hurricane (also known as "the cone" of the hurricane), in which event the Closing shall occur no earlier than ten (10) days after the Property is no longer located within the projected path of a hurricane

- (j) **Time is of the Essence.** Time is of the essence with respect to each and every provision of this Agreement.
- (k) **Waiver of Trial by Jury.** SELLER AND PURCHASER HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR SELLER AND PURCHASER ENTERING INTO THE SUBJECT TRANSACTION.
- (l) **Amendment.** No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by both Seller and Purchaser.
- (m) **Recording.** Neither this Agreement nor any portion thereof nor memorandum relating hereto shall be placed of record by any party to this Agreement.
- (n) **Section Headings.** The section headings of this Agreement are for the purposes of reference only and shall not be used for limiting or interpreting the meaning of any section.
- (o) **Sovereign or Governmental Immunity.** Seller and Purchaser acknowledge that the Florida Doctrine of Sovereign Immunity bars all claims against Seller other than claims arising out of this Agreement. Specifically, Purchaser acknowledges that it cannot and will not assert any claims against Seller, unless the claim is based upon a breach by Seller of this Agreement. Furthermore, Purchaser understands that it has no right and will not make any claims based upon any of the following: (i) claims based upon any alleged breach by Seller of warranties or representations not specifically set forth in this Agreement; (ii) claims based upon negligence or any tort arising out of this Agreement; (iii) claims upon alleged acts or inaction by Seller, its elected officials, attorneys, administrators, consultants, agents, or any Seller employee; or (iv) claims based upon an alleged waiver of

any of the terms of this Agreement. Nothing in this Agreement is intended to operate as a waiver of Seller's sovereign immunity, as set forth in the Florida Constitution and Florida Statutes Chapter 768.28.

- (p) **Limitation of Liability.** The Indemnified Parties shall have no personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, theretofore or hereafter.
- (q) **Further Assurances.** Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in the State of Florida and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.
- (r) **No Waivers.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by either party of any failure or refusal to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.
- (s) **City Commission Approval.** This Agreement is contingent upon the City Commission of the City of Coral Gables approving the sale of the Property to the Purchaser in accordance with the terms hereof. If such approval is not obtained by December 1, 2022, this Agreement shall be deemed to be terminated and the Deposit shall be returned to Purchaser.
- (t) **Legal Description.** The parties hereby agree that the legal description set forth in **Exhibit "A"** may change once the T-Plat approval process is completed. The parties hereby agree that the City shall have the right, subject to Purchaser's reasonable approval, to amend the legal description in accordance with any changes that may be required as a result of the T-Plat approval process.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED as of the date set forth below each signature in several counterparts, each of which shall be deemed an original, but all constituting only one agreement.

SELLER:

CITY OF CORAL GABLES, a municipal corporation existing under the laws of the State of Florida

By: _____

Name: Peter J. Iglesias

Title: City Manager

Date: _____, 2022

Approved for Form and Legal Sufficiency:

By: _____

Name: Miriam Soler Ramos

Title: City Attorney

Date: _____, 2022

Attestation of Signatures:

By: _____

Name: Billy Y. Urquia

Title: City Clerk

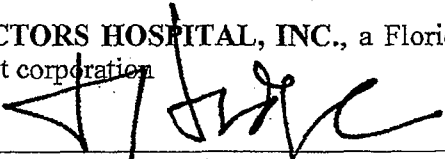
Date: _____, 2022

[ADDITIONAL SIGNATURES TO FOLLOW]

EXECUTED as of the date set forth below each signature in several counterparts, each of which shall be deemed an original, but all constituting only one agreement.

PURCHASER:

DOCTORS HOSPITAL, INC., a Florida not-for-profit corporation

By: 
Javier Hernandez-Lichtl, CEO

Date: 03/11/2022

LIST OF EXHIBITS

Exhibit "A"	Legal Description of the Real Property
Exhibit "B"	Form of Special Warranty Deed
Exhibit "C"	Form of Title Affidavit
Exhibit "D"	Form of FIRPTA Affidavit
Exhibit "E"	Form of Assignment of Rights and Permits
Exhibit "F"	Form of Declaration of Covenants And Restrictions
Exhibit "G"	Form of Termination of Existing Lease
Exhibit "H"	Form of Right of Way Lease
Exhibit "I"	Site Plan
Exhibit "J"	Landscape Plan

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Lots 19-A & 20, Block 56 "REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 4", according to the Plat thereof, as recorded in Plat Book 25, Page 47 of the Public Records of Miami-Dade County, Florida;

AND

That portion of the un-dug University Waterway in Block 56, "REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 4", according to the Plat thereof, as recorded in Plat Book 25, Page 47 of the Public Records of Miami-Dade County, Florida and being more particularly described as follows:

BEGIN at the Northwest corner of said Lot 20, thence run S78°23'32"E, along the Northerly line of Lot 20 for 75.00 feet to the Northeast corner of Lot 20; thence continue S78°23'32"E, along a prolongation of the Northerly line of said Lot 20 for 49.12'; thence departing said prolongation of the Northerly line of Lot 20, run S20°39'33"W for 60.47 feet; thence run S06°50'42"W for 11.38 feet; thence run S37°58'54"W for 14.99 feet; thence run S28°15'46"W for 77.59 feet; thence run S18°33'09"W for 20.63 feet; thence run S31°26'12"W for 58.02 feet; thence run S16°47'32"W for 28.18 feet; thence run S29°06'20"W for 82.64 feet; thence run S37°15'50"W for 21.85 feet; thence run S29°25'19"W for 62.97 feet; thence run S30°00'41"W for 137.29 feet; thence run S33°50'45"W for 47.09 feet; thence run N59°14'03"W for 44.82 feet to a point on the easterly right-of-way line a curve, said curve being the right-of-way line of University Drive, as shown on the aforementioned Plat of "REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 4", said point being on a curve bearing N59°14'03"W to the center of said curve and a tangent bearing of S30°45'57"W; thence run Northeasterly, along said Easterly right-of-way line, along a circular curve to the left, having for its elements a radius of 1705.03 feet, as per Plat Book 46, Page 4 of the Public Records of Miami Dade County, Florida, a central angle of 15°03'34", for an arc distance of 448.15 feet to a point of compound curvature; thence continue along said Easterly right-of-way line, Northeasterly along a circular curve to the left, having for its elements a radius of 1984.99 feet as per Plat Book 46, Page 4 of Public Records of Miami-Dade County, Florida, a central angle of 4°05'55" for an arc distance of 141.99 feet to the Point of Beginning, containing 45,635.3 square feet or 1.0476 acres, more or less.

EXHIBIT "B"

SPECIAL WARRANTY DEED

Property Appraiser's
Parcel Identification Nos. _____

This instrument was prepared by:
Kyle R. Saxon, Esq.
Saxon & Fink, LLP
9065 SW 87 Avenue., Suite 112
Coral Gables, Florida 33134

Consideration: \$3,500,000.00.
Single Family Residence: ___ Yes; X No.
Doc. Stamp Taxes: \$ _____.
Surtax: \$ _____.

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made the _____ day of _____, 2022, by the **CITY OF CORAL GABLES**, a municipal corporation existing under the laws of the State of Florida, whose address is 405 Biltmore Way, Coral Gables, Florida 33143 (hereinafter called "Grantor") to **DOCTORS HOSPITAL, INC.**, a Florida not-for-profit corporation, whose post office address is 6855 Red Road, Suite 600, Coral Gables, Florida 33143 (hereinafter called "Grantee"):

Witnesseth that Grantor, for and in consideration of the sum of Ten and no/100ths Dollars (\$10.00), and other good and valuable considerations, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, conveys and confirms unto Grantee, all of those certain lands situate in Miami-Dade County, Florida, as is further described in **Exhibit "A"** attached hereto and by this reference incorporated herein (the "Real Property");

Subject to:

1. Taxes for 2022 and subsequent years.
2. Applicable zoning ordinances.
3. Conditions, limitations, restrictions, and easements of record, provided, however that this shall not serve to re-impose same.

TOGETHER, with air rights on, over and above the Real Property and all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Real Property in fee simple; that Grantor has good right and lawful authority to sell and convey the

Real Property, and hereby warrants the title to the Real Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against no others.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed as of the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

Name: _____

CITY OF CORAL GABLES, a municipal corporation existing under the laws of the State of Florida

Name: _____

By: _____
Peter J. Iglesias, City Manager

Attest:

Billy Y. Urquia, City Clerk

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2022, by **Peter J. Iglesias**, as City Manager and **Billy Y. Urquia**, as City Clerk, of the **CITY OF CORAL GABLES**, a Florida municipal corporation existing under the laws of the State of Florida. They are personally known to me or have produced _____ as identification and did not take an oath.

Notary Public, State of Florida
My Commission Expires:

EXHIBIT "A"
LEGAL DESCRIPTION OF THE REAL PROPERTY

Lots 19-A & 20, Block 56 "REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 4", according to the Plat thereof, as recorded in Plat Book 25, Page 47 of the Public Records of Miami-Dade County, Florida;

AND

That portion of the un-dug University Waterway in Block 56, "REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 4", according to the Plat thereof, as recorded in Plat Book 25, Page 47 of the Public Records of Miami-Dade County, Florida and being more particularly described as follows:

BEGIN at the Northwest corner of said Lot 20, thence run S78°23'32"E, along the Northerly line of Lot 20 for 75.00 feet to the Northeast corner of Lot 20; thence continue S78°23'32"E, along a prolongation of the Northerly line of said Lot 20 for 49.12'; thence departing said prolongation of the Northerly line of Lot 20, run S20°39'33"W for 60.47 feet; thence run S06°50'42"W for 11.38 feet; thence run S37°58'54"W for 14.99 feet; thence run S28°15'46"W for 77.59 feet; thence run S18°33'09"W for 20.63 feet; thence run S31°26'12"W for 58.02 feet; thence run S16°47'32"W for 28.18 feet; thence run S29°06'20"W for 82.64 feet; thence run S37°15'50"W for 21.85 feet; thence run S29°25'19"W for 62.97 feet; thence run S30°00'41"W for 137.29 feet; thence run S33°50'45"W for 47.09 feet; thence run N59°14'03"W for 44.82 feet to a point on the easterly right-of-way line a curve, said curve being the right-of-way line of University Drive, as shown on the aforementioned Plat of "REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 4", said point being on a curve bearing N59°14'03"W to the center of said curve and a tangent bearing of S30°45'57"W; thence run Northeasterly, along said Easterly right-of-way line, along a circular curve to the left, having for its elements a radius of 1705.03 feet, as per Plat Book 46, Page 4 of the Public Records of Miami Dade County, Florida, a central angle of 15°03'34", for an arc distance of 448.15 feet to a point of compound curvature; thence continue along said Easterly right-of-way line, Northeasterly along a circular curve to the left, having for its elements a radius of 1984.99 feet as per Plat Book 46, Page 4 of Public Records of Miami-Dade County, Florida, a central angle of 4°05'55" for an arc distance of 141.99 feet to the Point of Beginning, containing 45,635.3 square feet or 1.0476 acres, more or less.

EXHIBIT "C"
LIEN, GAP
AND POSSESSION AFFIDAVIT

BEFORE ME, the undersigned authority, this day personally appeared **Peter J. Iglesias** (the "Affiant"), in his capacity as City Manager of the **CITY OF CORAL GABLES**, a municipal corporation existing under the laws of the State of Florida (the "City"), who, upon being by me first duly sworn, deposes and says as follows:

1. That the City owns the real property located in Miami-Dade County, Florida, described in **Exhibit "A"** attached hereto (the "Real Property")

2. This Affidavit is given so that title to the Real Property may be insured without any exceptions for the title search "gap", construction liens or possession.

3. The City has constructive or actual possession of the Real Property, and there are no other persons or entities in possession of the Real Property or who claim to have possessory rights to the Real Property other than Doctors Hospital, Inc., pursuant to a lease for use of the Real Property for parking.

4. To Affiant's knowledge, there are no construction liens against the Real Property, no claims for labor or materials furnished for improving the same remaining unpaid to date, and no work has been done or materials furnished within the ninety (90) days prior to the date hereto, bills for which remain unpaid.

5. To Affiant's knowledge, the Real Property is unencumbered by the lien of any judgment or writ of attachment.

6. To Affiant's knowledge, the City has received no notice of actual or proposed back assessments from the tax appraiser's office of bills for back taxes from the tax assessor's office since the issuance of the 2021 property tax bills for the Real Property.

7. The City has not executed any agreement for sale affecting the Real Property which is currently effective, other than the agreement with Doctors Hospital, Inc. (the "Buyer").

8. To the City's knowledge, there are no matters pending against the City or the Real Property that have resulted in a lien that attached to the Real Property, and there are no matters pending against the City or the Real Property that could give rise to a lien that would attach to the Real Property between the effective date of Chicago Title Insurance Company Commitment under Order No. _____, having an effective date and time of _____, _____, at _____ am/pm (the "Commitment"), and the Closing Date, and the City will not execute any instrument or take any actions that would adversely affect the title or interest to be insured through the recording of the instruments to be insured thereunder.

9. This affidavit is made and given for the purpose of inducing Saxon & Fink, LLP, as agent for Chicago Title Insurance Company, to issue an owner's title insurance policy in connection with this transaction and to authorize the Escrow Agent to disburse funds in reliance on the Commitment.

Peter J. Iglesias, as City Manager of the
CITY OF CORAL GABLES, a municipal
corporation existing under the laws of the
State of Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2022, by **Peter J. Iglesias**, as City Manager of the **CITY OF CORAL GABLES**, a municipal corporation existing under the laws of the State of Florida. He is personally known to me or produced _____ as identification and did take an oath.

Notary Public, State of Florida
My Commission Expires:

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

Lots 19-A & 20, Block 56 "REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 4", according to the Plat thereof, as recorded in Plat Book 25, Page 47 of the Public Records of Miami-Dade County, Florida;

AND

That portion of the un-dug University Waterway in Block 56, "REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 4", according to the Plat thereof, as recorded in Plat Book 25, Page 47 of the Public Records of Miami-Dade County, Florida and being more particularly described as follows:

BEGIN at the Northwest corner of said Lot 20, thence run S78°23'32"E, along the Northerly line of Lot 20 for 75.00 feet to the Northeast corner of Lot 20; thence continue S78°23'32"E, along a prolongation of the Northerly line of said Lot 20 for 49.12'; thence departing said prolongation of the Northerly line of Lot 20, run S20°39'33"W for 60.47 feet; thence run S06°50'42"W for 11.38 feet; thence run S37°58'54"W for 14.99 feet; thence run S28°15'46"W for 77.59 feet; thence run S18°33'09"W for 20.63 feet; thence run S31°26'12"W for 58.02 feet; thence run S16°47'32"W for 28.18 feet; thence run S29°06'20"W for 82.64 feet; thence run S37°15'50"W for 21.85 feet; thence run S29°25'19"W for 62.97 feet; thence run S30°00'41"W for 137.29 feet; thence run S33°50'45"W for 47.09 feet; thence run N59°14'03"W for 44.82 feet to a point on the easterly right-of-way line a curve, said curve being the right-of-way line of University Drive, as shown on the aforementioned Plat of "REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 4", said point being on a curve bearing N59°14'03"W to the center of said curve and a tangent bearing of S30°45'57"W; thence run Northeasterly, along said Easterly right-of-way line, along a circular curve to the left, having for its elements a radius of 1705.03 feet, as per Plat Book 46, Page 4 of the Public Records of Miami Dade County, Florida, a central angle of 15°03'34", for an arc distance of 448.15 feet to a point of compound curvature; thence continue along said Easterly right-of-way line, Northeasterly along a circular curve to the left, having for its elements a radius of 1984.99 feet as per Plat Book 46, Page 4 of Public Records of Miami-Dade County, Florida, a central angle of 4°05'55" for an arc distance of 141.99 feet to the Point of Beginning, containing 45,635.3 square feet or 1.0476 acres, more or less.

EXHIBIT "D"
FIRPTA AFFIDAVIT

Section 1445 of the Internal Revenue Code, as amended, provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform the Transferee (as defined below) that withholding of tax is not required upon the disposition of a United States real property interest by the CITY OF CORAL GABLES, a municipal corporation existing under the laws of the State of Florida (the "**Transferor**") to DOCTORS HOSPITAL, INC., a Florida corporation (the "**Transferee**") relating to the real property described on **Schedule A** hereto (the "**Transferred Interests**"), the undersigned, being first duly sworn upon oath, does hereby depose and say, and does hereby on behalf of the Transferor represent that the following is true as of the date hereof:

1. The Transferor is not a foreign person; that is, the Transferor is not a nonresident alien, a foreign corporation, foreign partnership, foreign trust or foreign estate (as all such terms are defined in the Internal Revenue Code of 1986, as amended, and United States Treasury Department Income Tax Regulations in effect as of the date hereof);
2. The Transferor is a Florida municipal corporation, duly organized, validly existing and in good standing under the laws of the State of Florida;
3. The Transferor's United States employer identification number is: _____.
4. The Transferor's office address and principal place of business is 405 Biltmore Way, Coral Gables, Florida 33134; and
5. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii).

The undersigned and the Transferor understand that this affidavit and certification may be disclosed to the United States Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

All terms (whether capitalized or not) used but not defined herein shall have the same respective meanings as in the Internal Revenue Code of 1986, as amended, and the United States Treasury Department Income Tax Regulations in effect as of the date hereof.

Under penalties of perjury, we declare that we have examined this affidavit and certificate, and to the best of our knowledge and belief, it is true, correct and complete. We further declare that we have authority to sign this affidavit and certificate on behalf of the Transferor.

[SIGNATURE PAGE TO FOLLOW

[FIRPTA AFFIDAVIT SIGNATURE PAGE]

IN WITNESS WHEREOF, Transferor has executed and delivered this FIRPTA Affidavit as of _____, 2022.

Peter J. Iglesias, as City Manager of the
CITY OF CORAL GABLES, a municipal
corporation existing under the laws of the
State of Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2022, by **Peter J. Iglesias**, as City Manager of the **CITY OF CORAL GABLES**, a municipal corporation existing under the laws of the State of Florida. He is personally known to me or produced _____ as identification and did take an oath.

Notary Public, State of Florida
My Commission Expires:

EXHIBIT "E"
ASSIGNMENT OF RIGHTS AND PERMITS

THIS ASSIGNMENT OF RIGHTS AND PERMITS (the "Assignment") is made and entered into this ____ day of _____, 2022, by and between **CITY OF CORAL GABLES**, a municipal corporation existing under the laws of the State of Florida, whose address is 405 Biltmore Way, Coral Gables, Florida 33143 (hereinafter referred to as "Assignor"), and **DOCTORS HOSPITAL, INC.**, a Florida not-for-profit corporation, whose address is 5000 University Drive, Coral Gables, Florida 33146 (hereinafter referred to as "Assignee").

WITNESSETH THAT:

WHEREAS, Assignor has sold to Assignee those certain parcels of improved real property (the "Real Property") located in Miami-Dade County, Florida, which are more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference, and

WHEREAS, as part of the sale of the Real Property to Assignee, Assignor agreed to assign to Assignee all of Assignor's right title and interest in and to certain intangible personal property as hereinafter defined (the "Intangible Property"), to the extent such Intangible Property exists,

NOW, THEREFORE, in consideration of the foregoing and the mutual terms and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals**: The parties agree that the foregoing recitals are true and correct and by this reference are incorporated herein.

2. **Assignment**: As of the date of this Assignment, Assignor hereby assigns, transfers and sets over to Assignee and Assignee's successors and assigns, all of Assignor's right, title and interest in and to the following Intangible Property, to the extent such Intangible Property exists: (a) all site plans, specifications, drawings and sketches pertaining to the Real Property; and (b) all permits, licenses, approvals, rights, entitlements and agreements.

3. **Miscellaneous**: This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment shall be construed in accordance with the laws of the State of Florida, without regard to conflicts of laws principles.

(Signature is on the next page)

IN WITNESS WHEREOF, Assignor has executed this Agreement as of the day and year first above written.

Peter J. Iglesias, as City Manager of the **CITY OF CORAL GABLES**, a municipal corporation existing under the laws of the State of Florida

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2022, by **Peter J. Iglesias**, as City Manager of the **CITY OF CORAL GABLES**, a municipal corporation existing under the laws of the State of Florida. He is personally known to me or produced _____ as identification and did take an oath.

Notary Public, State of Florida
My Commission Expires:

EXHIBIT "A"
LEGAL DESCRIPTION OF THE REAL PROPERTY

Lots 19-A & 20, Block 56 "REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 4", according to the Plat thereof, as recorded in Plat Book 25, Page 47 of the Public Records of Miami-Dade County, Florida;

AND

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EXHIBIT "F"
DECLARATION OF COVENANTS AND RESTRICTIONS

This instrument was prepared by:
Joseph G. Goldstein, Esq.
Holland & Knight LLP
701 Brickell Avenue, Suite 3300
Miami, FL 33131

[Space Above This Line For Recording Data]

DECLARATION OF RESTRICTIVE COVENANTS

WITNESSETH THAT:

WHEREAS, DOCTORS HOSPITAL INC., a Florida not-for-profit corporation (the "Owner"), agrees to this Declaration of Restrictive Covenants (the "Declaration") in favor of the **CITY OF CORAL GABLES**, a municipal corporation existing under the laws of the State of Florida (the "City"), which places restrictions on the development and use of the real property described in **Exhibit "A"** attached hereto (the "Property"); and

WHEREAS, prior to the purchase of the Property from the City, the Owner utilized the Property as an at-grade parking lot; and

WHEREAS, the Owner and the City entered into an agreement for purchase of the Property by Owner and a requirement of the City in agreeing to sell the Property to Owner was a restriction on the Property that it only be used for at-grade parking; and

WHEREAS, the Property is encumbered by that certain Declaration of Restrictive Covenants dated as of February 10, 1994 and recorded on June 28, 1994 in Official Records Book 16418, Page 4052 of the Public Records of Miami-Dade County, Florida (the "Private Covenant"), which, among other things, restricts the use of the Property to a parking lot and prohibits the construction of structures on the Property; and

WHEREAS, the Private Covenant is scheduled to terminate, by its own terms, on June 28, 2024, which is thirty (30) years from the date of recordation.

WHEREAS, the City and Owner have agreed to this Declaration to be recorded in the Public Records of Miami-Dade County, Florida, to be effective upon the termination of the Private Covenant.

NOW, THEREFORE, in consideration of the City selling the Property to Owner and Owner purchasing the Property from the City, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

1. **Recitals**. The foregoing Recitals are true and correct and are incorporated herein by reference and made a part hereof.

2. **Permitted Uses**. Development and operation of the Property shall be limited to an at-grade parking lot which may include, but not be limited to, valet service and that no parking garage, buildings or structures, other than structures that are ancillary to and appropriate for the safe operation and buffering of the Property, including walls, curbs, paving, lighting fixtures, drains and signs, plus other structures as may be shown on a site plan approved by the City, will be constructed thereon. Nothing herein shall amend, modify, or supersede the terms of the Private Covenant prior to the termination of the Private Covenant.

3. **Miscellaneous**.

A. **City Inspection**. As further part of this Declaration, it is hereby understood and agreed that any official inspector of the City, or its agents duly authorized, shall have the right at any time during normal working hours of entering and inspecting the use of the Property to determine whether or not the terms of this Declaration are being complied with.

B. **Term**. This Declaration is to run with the land and shall be binding on Owner and its successors and assigns from the date upon which the Private Covenant shall terminate (i.e., June 28, 2024) (the "Effective Date") and shall automatically expire thirty (30) years following the Effective Date (the "Term").

C. **Modification, Amendment, Release**. This Declaration may be modified, amended or released as to the Property, or any portion thereof, by a written instrument executed by the then-owner(s) of the Property, including jointers of all mortgagees, if any, provided that the same is also approved in writing by the City of Coral Gables City Commission, or the Development Services Director of the City as provided by the City's Code of Ordinances.

D. **Enforcement**. The City shall have the right to enforce the terms of this Declaration by action against any party or person violating, or attempting to violate, the terms of this Declaration. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover its costs and reasonable attorneys' fees. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both.

E. **Authorization to Withhold Permits and Inspections**. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the City is hereby authorized to withhold any further permits with respect to the portion of the Property not in compliance, and refuse to make any inspections or grant any approvals for such portion until such time as the terms of this Declaration are complied with.

F. **Election of Remedies.** All rights, remedies, and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies, or privileges.

G. **Presumption of Compliance.** Where improvements or construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the City, and inspections made and approval of occupancy given by the City, then such construction, inspection, and approval shall create a rebuttable presumption that the improvements, buildings or structures thus constructed comply with the intent and spirit of this Declaration.

H. **Covenant Running with the Land.** This Declaration shall constitute a covenant running with the land, shall be recorded, at the Owner's expense, in the Public Records of Miami-Dade County, Florida, and shall remain in full force and effect and shall be binding upon the Owner and its successors and assigns unless and until the expiration of the Term or the same is modified or released.

I. **Severability.** Invalidation of any one of these covenants by judgment of Court shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the City shall be entitled to revoke any approval predicated upon the invalidated portion.

[Signature Page Follows]

[Signature Page to Declaration of Restrictive Covenants]

IN WITNESS WHEREOF, the parties have executed this Declaration as of the ___ day of _____, 2022.

Signed, Sealed and Delivered
in the presence of:

not-for-
Name: _____

DOCTORS HOSPITAL, INC., a Florida
profit corporation

Name: _____

By: _____
Javier Hernandez-Lichtl, Chief Executive
Officer

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2022, by **Javier Hernandez-Lichtl**, as Chief Executive Officer of Doctors Hospital, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

[Notary Seal]

Print Name: _____
Notary Public, State of Florida
Commission #: _____
My Commission Expires: _____

APPROVED AND ACCEPTED:

Peter J. Iglesias
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Miriam Soler Ramos, City Attorney
Cristina M. Suárez, Deputy City Attorney
Stephanie Throckmorton, Assistant City Attorney
Gustavo J. Ceballos, Assistant City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION OF THE REAL PROPERTY

Lots 19-A & 20, Block 56 "REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 4", according to the Plat thereof, as recorded in Plat Book 25, Page 47 of the Public Records of Miami-Dade County, Florida;

AND

That portion of the un-dug University Waterway in Block 56, "REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 4", according to the Plat thereof, as recorded in Plat Book 25, Page 47 of the Public Records of Miami-Dade County, Florida and being more particularly described as follows:

BEGIN at the Northwest corner of said Lot 20, thence run S78°23'32"E, along the Northerly line of Lot 20 for 75.00 feet to the Northeast corner of Lot 20; thence continue S78°23'32"E, along a prolongation of the Northerly line of said Lot 20 for 49.12'; thence departing said prolongation of the Northerly line of Lot 20, run S20°39'33"W for 60.47 feet; thence run S06°50'42"W for 11.38 feet; thence run S37°58'54"W for 14.99 feet; thence run S28°15'46"W for 77.59 feet; thence run S18°33'09"W for 20.63 feet; thence run S31°26'12"W for 58.02 feet; thence run S16°47'32"W for 28.18 feet; thence run S29°06'20"W for 82.64 feet; thence run S37°15'50"W for 21.85 feet; thence run S29°25'19"W for 62.97 feet; thence run S30°00'41"W for 137.29 feet; thence run S33°50'45"W for 47.09 feet; thence run N59°14'03"W for 44.82 feet to a point on the easterly right-of-way line a curve, said curve being the right-of-way line of University Drive, as shown on the aforementioned Plat of "REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 4", said point being on a curve bearing N59°14'03"W to the center of said curve and a tangent bearing of S30°45'57"W; thence run Northeasterly, along said Easterly right-of-way line, along a circular curve to the left, having for its elements a radius of 1705.03 feet, as per Plat Book 46, Page 4 of the Public Records of Miami Dade County, Florida, a central angle of 15°03'34", for an arc distance of 448.15 feet to a point of compound curvature; thence continue along said Easterly right-of-way line, Northeasterly along a circular curve to the left, having for its elements a radius of 1984.99 feet as per Plat Book 46, Page 4 of Public Records of Miami-Dade County, Florida, a central angle of 4°05'55" for an arc distance of 141.99 feet to the Point of Beginning, containing 45,635.3 square feet or 1.0476 acres, more or less.

EXHIBIT "G"
TERMINATION OF EXISTING LEASE

TERMINATION OF LEASE

This **TERMINATION OF LEASE** ("**Termination**") is entered into as of _____, 2022 (the "**Effective Date**"), by and between the City of Coral Gables, a municipal corporation existing under the laws of the State of Florida (the "**Landlord**"), and Doctors Hospital, Inc., a Florida not-for-profit corporation (the "**Tenant**").

RECITALS:

A. Landlord and Purchaser's predecessor-in-interest entered into that certain Lease Agreement dated as of December 30, 1987, as amended pursuant to that certain Amendment to and Memorandum of Lease dated as of January 31, 1992, as further amended pursuant to that certain First Amendment to Lease Agreement dated as of August 20, 2002, as assigned pursuant to that certain Assignment of Lease Agreement dated as of July 20, 2005, and as affected by that certain renewal notice letter dated May 9, 2017 (as amended, assigned, and affected, the "**Lease**"), with respect to certain real property located at 5151 University Drive, Coral Gables, Florida 33146, and legally described in Exhibit "A" attached hereto (the "**Property**").

B. Landlord has agreed to sell to the Tenant and the Tenant has agreed to purchase the Property from Landlord in accordance with a Purchase and Sale Agreement dated _____, 2022.

C. As a condition precedent to the purchase and sale, Landlord and Tenant have agreed to terminate the Lease as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, Landlord and Tenant hereby agree as follows:

1. **Recitals Incorporated**. The above recitals are hereby incorporated into this Termination in full and form an integral part hereof.

2. **Termination of Lease**. The Lease is hereby terminated, effective as of the Effective Date (the "**Termination Date**"). Tenant waives and relinquishes any right of possession of the Property, or any claim to any tenancy therein, arising as a result of the Lease, effective as of the Termination Date. All liability of Landlord and Tenant arising under the Lease shall be deemed to have terminated as of the Termination Date, provided such termination shall not negate or terminate any liability arising or accruing (known or unknown) under the Lease on or before the Termination Date. The security deposit held by Landlord, if any, shall be returned to Tenant upon termination of the Lease.

3. **Counterparts.** This Termination may be signed in counterparts and all of such counterparts when properly executed by the appropriate parties thereto together shall serve as one fully executed document, binding upon the parties. Signatures delivered by facsimile transmission or transmitted by e-mail image of a physical signature of an authorized representative of the respective parties on a reproduction of a document in portable document format ("pdf") or similar format shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Termination as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

LANDLORD

CITY OF CORAL GABLES, a municipal corporation existing under the laws of the State of Florida

Name: _____

Name: _____

By: _____
Peter J. Iglesias, City Manager

Attest:

Billy Y. Urquia, City Clerk

TENANT

DOCTORS HOSPITAL, INC., a Florida not-for-profit corporation

Name: _____

Name: _____

By: _____
JAVIER HERNANDEZ-LICHTL,
Chief Executive Officer

EXHIBIT "A"
LEGAL DESCRIPTION OF THE REAL PROPERTY

Lots 19-A & 20, Block 56 "REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 4", according to the Plat thereof, as recorded in Plat Book 25, Page 47 of the Public Records of Miami-Dade County, Florida;

AND

That portion of the un-dug University Waterway in Block 56, "REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 4", according to the Plat thereof, as recorded in Plat Book 25, Page 47 of the Public Records of Miami-Dade County, Florida and being more particularly described as follows:

BEGIN at the Northwest corner of said Lot 20, thence run S78°23'32"E, along the Northerly line of Lot 20 for 75.00 feet to the Northeast corner of Lot 20; thence continue S78°23'32"E, along a prolongation of the Northerly line of said Lot 20 for 49.12'; thence departing said prolongation of the Northerly line of Lot 20, run S20°39'33"W for 60.47 feet; thence run S06°50'42"W for 11.38 feet; thence run S37°58'54"W for 14.99 feet; thence run S28°15'46"W for 77.59 feet; thence run S18°33'09"W for 20.63 feet; thence run S31°26'12"W for 58.02 feet; thence run S16°47'32"W for 28.18 feet; thence run S29°06'20"W for 82.64 feet; thence run S37°15'50"W for 21.85 feet; thence run S29°25'19"W for 62.97 feet; thence run S30°00'41"W for 137.29 feet; thence run S33°50'45"W for 47.09 feet; thence run N59°14'03"W for 44.82 feet to a point on the easterly right-of-way line a curve, said curve being the right-of-way line of University Drive, as shown on the aforementioned Plat of "REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 4", said point being on a curve bearing N59°14'03"W to the center of said curve and a tangent bearing of S30°45'57"W; thence run Northeasterly, along said Easterly right-of-way line, along a circular curve to the left, having for its elements a radius of 1705.03 feet, as per Plat Book 46, Page 4 of the Public Records of Miami Dade County, Florida, a central angle of 15°03'34", for an arc distance of 448.15 feet to a point of compound curvature; thence continue along said Easterly right-of-way line, Northeasterly along a circular curve to the left, having for its elements a radius of 1984.99 feet as per Plat Book 46, Page 4 of Public Records of Miami-Dade County, Florida, a central angle of 4°05'55" for an arc distance of 141.99 feet to the Point of Beginning, containing 45,635.3 square feet or 1.0476 acres, more or less.

EXHIBIT "H"
RIGHT OF WAY LEASE

LEASE AGREEMENT

between

CITY OF CORAL GABLES

and

DOCTORS HOSPITAL, INC.

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LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into as of this _____ day of _____, 2022 (the "**Effective Date**"), by and between the City of Coral Gables, a municipal corporation existing under laws of the State of Florida (the "Landlord"), whose address for purposes hereof is 405 Biltmore Way, Coral Gables, Florida 33134, Attn: City Attorney, and Doctors Hospital, Inc., a Florida not-for-profit corporation (the "**Tenant**"), whose address for purposes hereof is 6855 Red Road, Suite 600, Coral Gables, Florida 33143, Attn: Kathleen S. Moorman, VP.

WITNESSETH:

In consideration of the payments of rents and other charges provided for in this Lease, the covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby covenant and agree as follows:

I. PREMISES: Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon the terms and conditions hereinafter set forth, that certain portion of parking asphalt comprising approximately 2,898 square feet, within the platted right-of-way of University Drive as shown on **Exhibit "A"** attached hereto and made a part hereof (the "**Premises**").

Tenant hereby acknowledges that the Premises consists of a portion of the University Drive Right of Way, as shown on the Plat of "Revised Plat of Coral Gables Riviera Section Part 4", as recorded in Plat Book 25 at Page 47 of the Public Records of Miami-Dade County, Florida. Tenant further agrees to use the Premises as a surface parking lot only, without any claims and/or rights to purchase or otherwise to acquire the Premises. Except as otherwise provided for in this Lease, Tenant shall have no other claims or rights whatsoever to the Premises, and further, waives any and all possible claims, whether present or future, to the Premises.

II. TERM: The Lease shall be for a term of five (5) years (the "**Term**" or "**Lease Term**") commencing on the Effective Date and expiring on the last day of the month following the date being five (5) years from the Effective Date, unless terminated or extended as provided in this Lease. Tenant's obligations to pay Rent (as defined herein) shall commence on the Effective Date, in accordance with the terms and conditions herein (the "**Rent Commencement Date**"). Commencing upon the end of the first year following the issuance of a building permit for the development of the adjacent property as a surface parking lot, Tenant shall have a one-time right to reduce the square footage of the Premises being leased with regard to the portion of the Premises no longer being utilized by Tenant in connection with the development of its surface parking lot. In such event, Tenant will prepare a sketch of the portion of the Premises it no longer needs to utilize and showing the square footage of the portion of the Premises it no longer needs to utilize. The sketch and a request for reduction of the square footage of the Premises being leased shall be sent to Landlord. Upon receipt of the sketch and Tenant's request

for reduction of the square footage, Landlord shall calculate a reduction in the Base Rent payments based on the square footage of the Premises no longer being utilized by Tenant, and Landlord and Tenant shall execute an amendment to this Lease to reflect such reduction.

All provisions of this Lease shall be in full force and effect upon the Effective Date.

III. CONDITION OF PREMISES “AS IS”: Tenant acknowledges and agrees that it has previously inspected the Premises and conducted its own due diligence with regard to the conditions of the Premises and is accepting the Premises in “as is” condition. Landlord makes no representations as to the “Permitted Use” (as hereinafter defined) or suitability of the Premises for the Permitted Use. Tenant further acknowledges and agrees that continued possession of the Premises by Tenant shall be conclusive evidence against Tenant that the Premises are in satisfactory condition.

IV. RENT

A. Base Rent: Throughout the Term of the Lease, commencing on the Rent Commencement Date, Tenant agrees to pay Landlord a total “Base Rent”, payable in monthly installments as follows:

LEASE YEAR	BASE RENT PER YEAR/MONTH	BASE RENT PER SQUARE FOOT
Year 1	\$ 17,480.40/\$1,456.70	\$ 6.00
Year 2	\$ 18,004.81/\$1,500.40	\$ 6.18
Year 3	\$ 18,558.36/\$1,546.53	\$ 6.37
Year 4	\$ 19,111.90/\$1,592.66	\$ 6.56
Year 5	\$ 19,665.45/\$1,638.79	\$ 6.75

each payment to be made without any offset or deduction whatsoever, in lawful money of the United States of America, at Landlord’s address above specified, attn. Finance Department – Collection Division, or elsewhere as designated from time to time by Landlord’s written notice to Tenant.

The Base Rent, as set forth above, plus sales tax and any and all applicable tax, is payable in advance on the first day of each month during the Term, the first such installment being due on the Rent Commencement Date (and subsequent installments on the first day of each month thereafter throughout the Term). Notwithstanding the foregoing, if the Rent Commencement Date commences on any day of a month other than the first day, Tenant shall pay Landlord “Rent” (as hereinafter defined) for such commencement month upon the Rent Commencement Date on a pro rata basis (such proration to be based on the actual number of days in the month that the Rent Commencement Date begins). Rent for any partial month of occupancy at the end of the Term will be prorated based on the actual number of days in such partial month. The term “Rent” as used in this Lease shall mean Base Rent, plus sales tax, any and all applicable tax, and all other charges and costs due by Tenant to Landlord under this Lease. The term “Lease Year”

as used in this Lease shall mean a twelve (12) consecutive month period. Each Lease Year shall commence on _____ and end on _____ of each year up until the Termination Date, unless sooner terminated as provided herein. As set forth above, the yearly increases to the Base Rent shall occur on _____ of each year throughout the Term of the Lease. Except as expressly set forth herein, Tenant shall not pay more than one month's rent in advance.

B. Payments

Any payments due to Landlord other than Base Rent shall be paid within thirty (30) days of the date billed to Tenant.

Without waiving other available rights and remedies, Tenant shall be required to pay Landlord the lesser of eighteen percent (18%) interest per annum or the maximum percentage permitted by law on any Rent due that remains unpaid for ten (10) days after its due date, along with Rent equal to two hundred and fifty dollars (\$250) to reimburse Landlord for its additional administrative costs. Said interest will be computed from the due date. Tenant shall pay as Rent an administrative fee of One Hundred Dollars (\$100) for any returned check, and Landlord may require Tenant to provide a certified or cashier's check if more than one (1) of Tenant's checks are returned for insufficient funds. Landlord shall have the right to apply any payments made by Tenant first to any deficiency in the payment of the interest and administrative charges hereunder. If Tenant pays Rent late three (3) times in any twelve (12) month period, in addition to Landlord's other remedies, Landlord may cancel this Lease.

V. SECURITY DEPOSIT:

Simultaneously with the execution of this Lease, Tenant shall deposit with Landlord a security deposit in the amount of \$1,449.00 (the "**Security Deposit**"), which amount shall be held by Landlord as security for Tenant's performance under this Lease, and not as an advance payment of Rent or a measure of Landlord's damages for default. Unless otherwise required by law, Tenant shall not be entitled to interest on such Security Deposit and Landlord may commingle such Security Deposit with any other funds of Landlord.

Upon Tenant's default, Landlord, without prejudice to any other remedy, may apply any applicable portion of the Security Deposit to: (a) an arrearage of Rent, and/or (b) any other expense incurred by Landlord or any employee, agent, representative, trustee, officer or director of Landlord due to such default. Tenant shall pay to Landlord, on demand, the amount so applied pursuant to the immediately preceding sentence hereof in order to restore the Security Deposit to its original amount. If Tenant is not in default, then, within a reasonable time following termination of this Lease and satisfactory return of the Premises by Tenant to Landlord in accordance with this Lease, Landlord will return any remaining balance of the Security Deposit, if applicable, to Tenant. Tenant shall be responsible for any damage in excess of the Security Deposit. If Landlord transfers Landlord's interests in the Premises, then Landlord may assign the Security Deposit to the transferee and Landlord thereafter shall have no further liability for the return of the Security Deposit.

Provided Tenant (i) has not been in default during the Term of this Lease, (ii) is not in default under the terms of this Lease at the time of exercise or commencement of this option, and (iii) is working diligently towards the completion of a parking lot, as reasonably determined by Landlord, in the adjacent property more particularly described in Exhibit "B" attached hereto and made a part hereof (the "Adjacent Property"), Tenant shall have the option, exercisable no more than twelve (12) months and at least six (6) months prior to the expiration of the initial Lease Term, to renew this Lease for a period of no more than three (3) years beginning on the 1st day following the last day of the initial Lease Term and ending on the earlier of: (i) two (2) months following the completion of the parking lot on the Adjacent Property, as determined by Landlord, which shall include the issuance of a Certificate of Completion by the applicable government agency; and (ii) three (3) years following the last day of the initial Lease Term (the "Renewal Period"), upon the same terms and conditions herein except: the total Base Rent payable during the Renewal Period shall be as follows:

VI. RENEWAL OPTION:

LEASE YEAR	BASE RENT PER YEAR/MONTH	BASE RENT PER SQUARE FOOT
Year 6	\$ 19,985.92/\$1,665.49	\$ 6.86
Year 7	\$ 20,597.74/\$1,716.48	\$ 7.07
Year 8	\$ 21,209.55/\$1,767.46	\$ 7.28

Tenant's failure to notify Landlord timely of its exercise of the option to renew shall be considered a forfeiture by Tenant of this option to renew.

VII. EARLY TERMINATION:

Landlord shall have the right to terminate this Lease, for any necessary reason whatsoever, upon at least sixty (60) days written notice to Tenant, or sooner if the termination is deemed urgent by Landlord. On or before the date being sixty (60) days following the delivery of notice to termination by Landlord, or sooner if the termination is deemed urgent by Landlord, Tenant shall vacate and turn over the Premises to Landlord, whereupon both parties shall be released from all further obligations under this Lease, except those that expressly survive termination thereof. Tenant shall have the right to terminate this Lease upon the issuance of a certificate of occupancy for the new parking lot in the Adjacent Property, with the termination to be effective on the thirtieth (30th) day following delivery of written termination notice to Landlord, and upon such termination Tenant shall vacate and turn over the Premises to Landlord, whereupon both parties shall be released from all further obligations under this Lease, except those that expressly survive termination hereof.

VIII. USE:

Tenant acknowledges that Tenant's use and occupancy of the Premises for a public purpose are a material inducement for Landlord to lease the Premises to Tenant. Tenant will use and occupy the Premises for the following public use or public purpose and for no other use or

purpose: surface parking lot with free valet service for Tenant's visitors and/or employees. This use defines the use that is permitted on site and is hereinafter considered the "Permitted Use". Under no circumstances shall Tenant be permitted to use or occupy the Premises for any use or purpose that does not constitute a public purpose or charge the public for the use of the Premises.

Tenant shall be required to operate and keep the parking lot open for use by Tenant's visitors and/or employees year round, Monday through Friday (excluding federal holidays), and shall be open, at a minimum, during regular business hours. Tenant shall keep exterior, public, and common area lights and signage illuminated in accordance with the requirements of the City of Coral Gables.

In the event that Tenant fails to strictly comply with the Permitted Use requirements set forth herein, Landlord shall provide written notice to Tenant stating the nature of the failure and giving Tenant thirty (30) days in which to resolve the matter, failing which, Landlord may, in addition to all other remedies available to it, immediately terminate this Lease or restrain said improper use by injunction, and take retake possession of the Premises. Without the prior written consent of the Landlord, the Premises shall never be closed by Tenant for use by Tenant's visitors and/or employees more than two (2) weeks continuously and thirty (30) days (in the aggregate) in any calendar except for (i) planned renovations, (ii) temporary closures not to exceed one (1) month in any calendar year, (iii) as is necessary for the construction of the parking lot in the Adjacent Property, or (iv) situations that would be considered "Force Majeure".

Tenant shall not commit any nuisance; nor permit the emission of any objectionable noise or odor, nor burn any trash or refuse within the Premises; nor bring on, deposit or allow to be brought on or deposited on the Premises any hazardous or noxious materials or substances, as the same may be defined by federal, state or local laws, codes, ordinances, rules, or regulations; nor make any use of the Premises or any part thereof or equipment therein which is improper, offensive, a nuisance or contrary to law.

Tenant agrees to strictly abide by all applicable laws in the operation of the Premises.

IX. QUIET ENJOYMENT:

Upon payment by Tenant of the Rents herein provided, and upon the observance and performance of all terms and provisions, on Tenant's part to be observed and performed, Tenant shall, subject to all of the terms and provisions of this Lease, peaceably and quietly hold and enjoy the Premises for the Term hereby demised.

Notwithstanding the foregoing, in the event of an emergency, including, without limitation, natural disasters such as hurricanes and floods, the breaking of any electrical or water lines under the Premises, or upon the occurrence of any event that poses a danger to human life and safety, Tenant agrees, upon Landlord's request, to immediately evacuate the Premises.

X. INSURANCE:

Without limiting the Tenant's indemnification of the Landlord, and during the Term of this Lease, Tenant shall maintain, at its own cost and expense, the following types and amounts

of insurance with insurers. For Workers' Compensation insurance Tenant shall cause all contractors providing services at the Property to maintain, at their own cost and expense, Worker's Compensation insurance as provided in section A. 1. below with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida. In addition, they must be acceptable to the City of Coral Gables Risk Management Division and the City Attorney's Office.

Such programs and evidence of insurance shall be satisfactory to the Landlord and shall be primary to and not contributing with any other insurance or self-insurance program maintained by the Landlord. All certificates of insurance or other forms evidencing coverage to the Landlord must be acceptable to the Landlord. The certificate holder should read and all coverage shall be evidenced to:

*City of Coral Gables
Insurance Compliance
P.O. Box 100085-CE
Duluth, Georgia 30096
Attn: David Ruiz, Risk Manager
Email: druiz@coralgables.com;
cityofcoralgables@ebix.com*

The following documents must be provided to Landlord: a certificate of insurance containing the following information: (i) issued to entity contracting with the Landlord; (ii) evidencing the appropriate coverage; (iii) evidencing the required limits of liability required; (iv) evidencing that coverage is currently in force; and (v) language provided in the special provision section of the certificate of insurance affirming that all endorsements required by the Landlord have been endorsed to all of the policies.

Such certificates or other document evidencing all insurance coverage shall be delivered prior to the Effective Date, provided that Tenant's failure to provide such evidence to Landlord shall not extend the Rent Commencement Date. All insurance coverage evidenced to the Landlord shall specifically identify this Lease, and shall contain the express condition that the Landlord is to be given written notice, by receipted delivery, at least thirty (30) days in advance of any cancellation, non-renewal or material change of any insurance policy

A. The Tenant shall maintain during the Term of this Lease, except as noted, the following insurance:

1. **Workers' Compensation and Employers Liability Insurance** covering all employees, subcontractors, and/or volunteers of the contractor and/or vendor engaged in the performance of this Lease. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to workers' compensation insurance, with the following limits or a self-insurance program that is acceptable to the City:

(i) Workers' Compensation - Coverage A

- (ii) Statutory Limits (State of Florida or Federal Act)
- (iii) Employers' Liability - Coverage B
- (iv) \$1,000,000 Limit - Each Accident
- (v) \$1,000,000 Limit - Disease each Employee
- (vi) \$1,000,000 Limit - Disease Policy Limit

2. **Commercial General Liability Insurance** written on a claims made basis including, but not limited to; coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than

- (i) Each Claim Limit - \$1,000,000
- (ii) Fire Damage Limit (Damage to rented premises) - \$100,000
- (iii) Personal & Advertising Injury Limit - \$1,000,000
- (iv) General Aggregate Limit - \$2,000,000
- (v) Products & Completed Operations Aggregate Limit - \$2,000,000

3. **Property insurance** – for the full value of any betterments or improvements made by the tenant adding the Landlord as a loss payee.

4. **Business Automobile Liability Insurance** – covering all owned, leased and hired vehicles, with a combined single limit of liability for bodily injury and property damage of not less than: Combined Single Limit (Each Accident) - \$1,000,000.

All applicable policies, shall name the Landlord as an additional insured on a primary and non-contributory basis, and all applicable policies shall name the Landlord as a loss payee.

All insurance policies evidenced to the Landlord shall contain a waiver of subrogation endorsement in favor of the Landlord.

Tenant will promptly notify Landlord, in writing, of any cancellation, non-renewal or material change of any applicable insurance. All insurance policies evidenced to the Landlord shall contain provisions and/or be endorsed so that the Landlord will receive written notice, by receipted delivery, at least thirty (30) days in advance of any cancellation, non-renewal or material change of any insurance policy that has evidenced to the Landlord. The Landlord will accept the State of Florida statutory notice provisions provided such notice is provided to the Landlord in the same manner it is provided to the first named insured, the Tenant.

Notices of cancellation, non-renewal or material change must be provided to the following address:

CITY OF CORAL GABLES
INSURANCE COMPLIANCE
P.O. Box 100085 – CE
Duluth, GA 30096

Said policies shall contain a “severability of interest or “cross liability” clause without obligation for premium payment of the Landlord. The Landlord reserves the right to request a copy of the required policies directly from their insurance representative for review at any time.

Failure on the part of the Tenant to obtain and maintain all required insurance coverage is a material breach upon which the Landlord may, in its sole discretion, immediately terminate this Lease or obtain such insurance on behalf of Tenant and charge the cost therefor to Tenant, along with a twenty percent (20%) administration fee as additional Rent. Tenant agrees to pay as Rent any increase in Landlord’s insurance premiums, resulting from Tenant’s activities, whether or not Landlord has consented to such activity.

If Landlord’s insurance premiums for any separate insurance carried by Landlord exceed the standard premium rates for similar property because the nature of Tenant’s operation results in extra hazardous exposure, then Tenant shall reimburse Landlord, immediately upon receipt of appropriate invoices from Landlord, for such increase in premiums. It is understood and agreed between the parties hereto that any such increase in premiums shall be considered as rent due and shall be included in any lien for Rent.

B. Tenant’s contractors and subcontractors, if any, shall provide evidence of insurance, and Tenant shall include or cause to be included in each contract for work to be performed at the Premises on behalf of Tenant the following insurance requirements:

(a) Commercial General Liability insurance with broad form endorsement or equivalent, product liability, contractual liability, personal and advertising injury, severability of interests with cross liability provision, and personal injury and property damage liability with limits no less than \$1,000,000 per claim for bodily injury and property damage, and \$2,000,000 in the aggregate, and with a deductible not to exceed Five Thousand Dollars (\$5,000.00). Said policy or policies shall name the Tenant and Landlord as an additional insured on a primary and non-contributory basis and shall reflect the hold harmless provisions contained herein.

(b) Worker’s Compensation Insurance for all employees of Contractor including statutory limits for employer’s liability insurance contained in Florida Statutes Section 440.

(c) Automobile Liability insurance covering all owned, non-owned and hired vehicles with a Combined Single Limit of no less than one million per claim. if vehicles are not owned or leased (long term) by the Contractor, then only hired and non-owned coverage applies.

Evidence of insurance of all contractors and subcontractors working under this Lease, if any, shall be maintained and kept for a period of time no less than the applicable statute of limitations and/or statute of repose for any claim that could be brought against Tenant and/or Landlord and/or for any claim that could be made against the contractor as a result of the work performed. These records must be made available to the Landlord upon request. Evidence of

insurance shall include a certificate of insurance and copies of all applicable endorsements evidencing the required coverage. The certificate of insurance alone does not evidence insurance adequately. This includes, but is not limited to, endorsements evidencing additional insured status on a primary and non-contributory basis, waivers of subrogation, and endorsements amending the standard cancellation clause. The obligations set forth in this paragraph shall survive expiration or earlier termination of this Lease.

If any renovations are made to the Premises, Tenant and its contractors and/or subcontractors shall comply with Florida Statutes Section 255.05, as applicable.

Notwithstanding anything to the contrary contained in this Section X, Tenant shall have the right to self-insure through the self-insurance program maintained by Baptist Health South Florida, Inc. for any or all of the insurance coverages required of Tenant.

XI. GOVERNMENTAL AND OTHER REQUIREMENTS:

Tenant shall faithfully observe in the use of the Premises all municipal and county ordinances, resolutions and codes and all state and federal statutes, rules and regulations now in force or which may hereafter be in force.

XII. RELATIONSHIP OF PARTIES:

Nothing herein contained to the contrary shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Landlord and Tenant, it being expressly understood and agreed that neither the computation of Rent nor any other provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relations between Landlord and Tenant other than the relationship of landlord and tenant. Notwithstanding the fact that the City of Coral Gables (the "City") is the landlord under this Lease and that there exists a landlord/tenant relationship between Landlord and Tenant, Tenant acknowledges that this Lease does not grant Tenant any rights or create any exceptions to its obligation to comply with and meet the requirements of all the City's ordinances, resolutions and codes, and that the landlord/tenant relationship shall have no effect upon the jurisdiction and governing rights of the City over the Premises and Tenant shall be required to fulfill and comply with all applicable laws, rules and regulations, ordinances and resolutions of the City as though no such landlord/tenant relationship existed, including, without limitation, all requirements of the City's Building and Zoning Department or other pertinent City agencies.

XIII. OPERATION, UTILITIES, MAINTENANCE AND REPAIR EXPENSES:

Tenant shall be solely responsible for the installation, operation and maintenance expenses of the Premises, including, without limitation, the cost of all electricity, landscaping, water, sewer, garbage and waste removal, other utility expenses, janitorial service, pest control and insurance. Tenant, at Tenant's own expense, will keep and maintain the Premises continuously in a neat and attractive manner, in good repair and in tenantable condition during the Term.

Tenant, at its sole cost and expense, during the entire Lease Term, shall be responsible for the repair, maintenance and replacement of the Premises

Tenant shall not commence any work or make or allow any repairs, replacements, additions or modifications to the Premises (collectively the “**Alterations**”) without Landlord’s prior written approval. No later than thirty (30) days prior to commencing any work, Tenant shall submit to Landlord, for Landlord’s written approval, details of all proposed work to the Premises, including, without limitation, drawings and specifications prepared by qualified architects or engineers conforming to good architectural and engineering practices (the “**Plans**”). Within thirty (30) days of obtaining Landlord’s approval, Tenant shall, at its sole cost and expense, apply for all permits, licenses and certificates (including all applicable zoning approvals) necessary for the performance of the Alterations.

All Alterations performed by Tenant during the Term shall be performed: (i) at the sole cost of Tenant; (ii) by licensed architects, contractors, subcontractors ,and workmen approved in writing by Landlord; (ii) promptly, efficiently, competently and in a good and workmanlike manner by duly qualified and licensed persons or entities, using first grade materials without disruption to the operations of neighboring occupants; (iii) in accordance with the approved Plans; (iv) in accordance with all applicable laws and regulations; (v) subject to the regulations, supervision, control and inspection of Landlord; and (vi) subject to such indemnification against liens and expenses as Landlord requires.

The Tenant warrants any Alterations made to the Premises shall be free from defects in materials and workmanship for a period of one (1) year from the Termination Date. Upon demand by the Landlord, the Tenant shall cause to be corrected all such defects which are discovered within the warranty period or periods as set forth above, failing which the Landlord shall make such repairs and/or replacements of defective work and/or materials and the Tenant shall be liable to the Landlord for all costs arising therefrom. The Tenant also warrants that it shall be solely responsible for the repair of any damages to said improvements and/or alterations caused by Tenant, its employees, representatives and/or agents.

XIV. TAXES AND ASSESSMENTS.

A. Taxes and Assessments: Tenant shall be responsible for and shall pay before delinquency all municipal, county or state taxes and assessments, without limitation, if any, assessed during the Term of this Lease against any occupancy interest or personal property of any kind, owned by or placed in, upon or about the Premises by the Tenant (the “**Taxes**”). Tenant shall have the right to contest, at its sole expense, from time to time, any Taxes levied against the Premises by legal proceedings; provided, however, that such protest is made in accordance with applicable law and that all such Taxes are paid as and when due pursuant to such legal proceedings and further provided that the Landlord is held harmless by the Tenant in connection with such tax contest. Tenant shall be responsible to pay all amounts due hereunder to Landlord within thirty (30) days after receipt of an invoice therefor. In the event that Tenant fails to make the appropriate payment for Taxes when due, Tenant shall be responsible for any penalties imposed on the Landlord as a result of Tenant’s delinquency in the payment of said Taxes.

B. Business Improvement District and Other Assessments: Tenant and Landlord both acknowledge that the Premises may be subject to certain assessments, either presently or in the future, including without limitation, Business Improvement District (BID) assessments. Tenant agrees to be solely responsible any and all BID assessments levied against the Premises. Tenant shall be responsible to pay all amounts due hereunder to Landlord within thirty (30) days after receipt of an invoice therefor. In the event that Tenant fails to make the appropriate payment for assessments when due, Tenant shall be responsible for any penalties imposed on the Landlord as a result of Tenant's delinquency in the payment of said assessments.

XV. MECHANIC'S LIENS:

Tenant shall keep the Premises and all parts thereof at all times free of mechanic's liens and any other lien for labor, services, supplies, equipment or material purchased or procured, directly or indirectly, by or for Tenant. Tenant further agrees that Tenant will promptly pay and satisfy all liens of contractors, subcontractors, mechanics, laborers, materialmen, and other items of like character, and will indemnify Landlord against all expenses, costs and charges, including bond premiums for release of liens and attorneys' fees and costs reasonably incurred in and about the defense of any suit in discharging the Premises or any part thereof from any liens, judgments, or encumbrances caused or suffered by Tenant. In the event any such lien shall be made or filed, Tenant shall bond against or discharge the same within ten (10) days after the same has been made or filed. It is understood and agreed between the parties hereto that the expenses, costs and charges above referred to shall be considered as Rent due and shall be included in any lien for Rent.

The Tenant herein shall not have any authority to create any liens for labor or material on the Landlord's interest in the Premises and all persons contracting with the Tenant for the construction or removal of any facilities or other improvements on or about the Leased Premises, and all materialmen, contractors, mechanics, and laborers are hereby charged with notice that they must look only to the Tenant and to the Tenant's interests in the Premises to secure the payment of any bill for work done or material furnished at the request or instruction of Tenant. The provisions of this Article XV shall survive expiration or earlier termination of this Lease.

XVI. LOSS; DAMAGE:

Landlord shall not be liable for and Tenant hereby agrees to indemnify and hold Landlord harmless from all claims, demands, fines, suits, actions, proceedings, order, decrees and judgments of any kind or nature by, or in favor of, anyone whomsoever, and against and from any and all costs, damages and expenses, losses, liabilities, including, without limitations, attorney's fees and court costs (and at trial and all other levels) resulting from, or in connection with any injury or damage to persons or property resulting from fire, explosion, water, rain or leaks from the street or sub-surface or from any other place or by dampness, humidity or by any other cause or nature whatsoever; nor shall Landlord or its agents be liable for any such damage caused by other tenants or persons or caused by construction of any private, public or quasi-public work; nor shall Landlord be liable for any latent defect in the Premises. Tenant shall give immediate notice to Landlord in case of fire or accidents in the Premises or of defects therein or in any fixtures or equipment. Landlord shall not be responsible or liable for the theft, loss or damage to person or property in, on or about the Premises.

XVII. ESTOPPEL STATEMENT:

Tenant agrees that from time to time, upon not less than ten (10) days' prior request by Landlord, Tenant will deliver to Landlord a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease as modified is in full force and effect and stating the modifications); (b) the dates to which the rent and other charges have been paid; (c) that Landlord is not in default under any provisions of this Lease, or, if in default, the nature thereof in detail; and (d) other matters reasonably requested by Landlord. Failure to provide such estoppel statement as required shall be a material default of this Lease.

XVIII. INTENTIONALLY DELETED.

XIX. ASSIGNMENT:

Tenant shall not, directly or indirectly, assign, transfer, mortgage, pledge or otherwise encumber or dispose of this Lease or sublet the Premises or any part thereof or permit the Premises to be occupied by other persons. This prohibition includes, without limitation, any transfer which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's corporate, partnership or proprietary structure or ownership.

Any change in the ownership (legal or equitable) of and/or power to vote or control 50% or more of the stock, membership or other capital or ownership interest of Tenant, whether such change in ownership is by sale, assignment, or operation of law shall be deemed an assignment of the Lease.

The acceptance by Landlord of the payment of Rent following any transfer prohibited by this Article shall not be deemed to be a consent by Landlord to any such transfer nor shall the same be deemed to be a waiver of any right or remedy of Landlord hereunder.

XX. INDEMNITY; HOLD HARMLESS OF LANDLORD:

In consideration of the Premises being leased to Tenant for the above Rent, Tenant agrees that Tenant, at all times, will indemnify and hold harmless Landlord from all claims, demands, fines, suits, actions, proceedings, order, decrees and judgments of any kind or nature by, or in favor of, anyone whomsoever, and against and from any and all costs, damages and expenses, losses, liabilities, including, without limitations, attorney's fees and court costs (and at trial and all other levels) resulting from, or in connection with, loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of, or from, or on account of, any accident or other occurrence in, upon, at or from the Premises, or occasioned in whole or in part through the use and occupancy of the Premises or any improvements therein or appurtenances thereto, or by any act or omission of Tenant, or its employees, agents, contractors, invitees, guests or patrons, in, upon, at or from the Premises or its appurtenances. Landlord shall not be liable to Tenant for any damages, losses or injuries to the employees, agents, contractors, invitees, guests or patrons of Tenant or property of Tenant which may be caused by the acts, neglect, omissions or faults of any persons or entities. All personal property placed or moved into the Premises shall be at the risk of Tenant or the owner thereof, and Landlord shall not be liable to Tenant for any damage to

said personal property. Tenant agrees to waive any rights of subrogation against Landlord for any injury or damage to persons or property.

In case Landlord shall be made a party to any litigation commenced against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation and any appeal thereof.

The indemnification and hold harmless provision shall include, but not be limited to, all of the following:

- a. Damages awarded to any person or party.
- b. Attorney's fees and costs incurred in defending such claims. Landlord may use the attorney or law firm of its choice in which event Tenant will pay such firm the fees it charges Landlord. If the City Attorney's Office provides the defense, Tenant will reimburse the Landlord at the prevailing market rate for similar legal services.
- c. Attorney's fees and cost of any party that a court orders Landlord to pay.
- d. Lost time that results from Landlord or its officials or employees responding to discovery or testifying by deposition or in court. in this regard, for any time the Landlord spends in responding to document requests or public records requests relating to such claims whether from Tenant or any other party, Tenant will reimburse Landlord \$50.00 for each employee work hour spent reviewing or responding to such requests. For any time spent testifying in court or in depositions, or preparing for such testimony, Tenant will reimburse Landlord on a per hour basis as follows:

• <i>For the Mayor or City Commissioner.</i>	• <i>\$300.00 per</i>
• <i>For the City Manager:</i>	• <i>\$250.00 per hour</i>
• <i>For an Asst City Manager or Department</i>	• <i>\$250.00 per hour</i>
• <i>For an Asst Department Director:</i>	• <i>\$100.00 per hour</i>
• <i>For City Attorney:</i>	• <i>Prevailing market rates</i>
• <i>For other employees:</i>	• <i>\$50.00 per hour</i>

In addition, Tenant recognizes that Landlord will expect that its City Attorney's Office will monitor such claims; review pleadings, orders, memorandums and motions; oversee such discovery; and independently or jointly prepare such witnesses and attend such depositions for which Tenant will reimburse Landlord at prevailing market rates. For any documents so produced Tenant shall reimburse Landlord \$.15 per single sided page and \$.20 per double sided page.

- e. The expenses incurred by Landlord in complying with any administrative or court order that may arise from such claims.
- f. Miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims; and
- g. Any other direct or indirect expense that Landlord would not have occurred but for a claim that arises out of this use agreement.

Notwithstanding anything to the contrary contained in this Section XX, Tenant shall have no obligation to indemnify or hold Landlord harmless for any claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments or damages resulting solely from the gross negligence, fraud, or willful misconduct of Landlord or its employees, agents or contractors.

XXI. CASUALTY; CONDEMNATION:

If during the Term, the Premises or any material part thereof is taken for any public or quasi-public use by condemnation or by right of eminent domain, or purchase in avoidance or settlement of a condemnation or eminent domain proceeding (a “**Condemnation**”.) or damaged by fire or other casualty (“**Casualty**”) so that the Premises can no longer be used as a parking lot, then upon the date such Condemnation becomes effective or upon the date the lot ceases to operate as a result of such Casualty, then Landlord and Tenant agree that this Lease shall be cancelled and Rent shall abate as of the date of the Condemnation or Casualty. In the event of any Condemnation or Casualty, Landlord shall be entitled to recover and receive all compensation or proceeds recoverable therefore with regard to the Premises.

If a portion of the Premises can continue to be operated for the Permitted Use, then Landlord at its option may either terminate this Lease, or elect to have the Lease remain in full force and effect, provided the Base Rent shall be proportionally adjusted to correspond to the portion of the Premises that is not able to be used for the Permitted Use.

XXII. DEFAULT:

Tenant shall be in default if any one or more of the following events (herein sometimes called “**Events of Default**”) shall happen:

A. if Tenant fails to pay Rent under the Lease within ten (10) days after the time required by the Lease;

B. if default shall be made by Tenant in the performance of, or compliance with, any of the covenants, agreements, or terms or conditions contained in this Lease or default be made by Tenant in compliance or non-compliance with any and all municipal or county ordinances, resolutions or codes and all state and federal statutes, rules and regulations now in force or which may hereafter be in force, and such default is not cured by Tenant within ten (10) business days after Landlord provides written notice to Tenant describing the nature of the default, or such longer period of time (not to exceed sixty (60) days) as may be reasonable if the default cannot be cured within the said ten (10) business day period and Tenant is diligently pursuing such cure;

C. if Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other debtor's relief statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of Tenant's properties or of the Premises; or

D. if within ninety (90) days after commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other debtor's relief statute or law, such proceeding shall not have been dismissed, or stayed on appeal, or if, within ninety (90) days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver or liquidator of Tenant or of all or any substantial part of Tenant's properties or of the Premises, such appointment shall not have been vacated or stayed on appeal or otherwise, or if, within ninety (90) days after the expiration of any such stay such appointment shall not have been vacated; or

E. if the Premises shall be seized under any levy, execution, attachment or other process of court and the same shall not be promptly vacated or stayed on appeal or otherwise, or if the Tenant's interest in the Premises is sold by judicial sale and the sale is not promptly vacated or stayed on appeal or otherwise; or

F. if Tenant:

1. should vacate, abandon, or desert the Premises, or
2. ceases the continual operation of Tenant's business therein for two (2) continuous weeks and thirty (30) days (in the aggregate) in any Lease Year during the Lease Term, except as permitted Article VIII herein or unless prevented from operating said business as a result of the occurrence of Force Majeure, or

In the Event of a Default, Landlord may, at its option:

1. terminate this Lease and retake possession;
2. terminate this Lease and immediately recover from Tenant (i) all amounts past due and owing hereunder as of the Event of Default date, (ii) the costs of repossession of the Premises and retelling the same (including reasonable attorney's fees and costs related thereto), and, in addition thereto, (iii) as liquidated damages the amounts set forth below in lieu of all damages following the Event of Default date (it being agreed that it would be impractical or extremely difficult to fix actual damages, that the following amounts constitute a good faith reasonable estimate of the damages which might be suffered by the Landlord upon the occurrence of Tenant's Event of Default, and that such amounts are intended not as a penalty, but as a full and final agreed upon liquidated damages). The liquidated damages amounts shall equal the sum of the Security Deposit.

3. take possession of the Premises without terminating the Lease to relet the Premises for the balance of the Term, or part thereof, for the account of Tenant, provided Tenant shall not be entitled to any surplus of rent obtained thereby;

4. for an Event of Default of any non-monetary term of the Lease, Landlord may cure the default and charge Tenant as Rent the cost to cure such default along with a ten percent (10%) administrative fee;

5. remove all of Tenant's personal property from the Premises if not removed within two (2) days of a termination by reason of Tenant's default, such items thereby being deemed abandoned, and dispose of the same in any manner, or store the same in a public warehouse or elsewhere for the account of and at the expense and risk of Tenant, or sell such items at public or private sale, in such manner and at such times and places as Landlord in its sole discretion may deem proper without notice or demand upon Tenant, and otherwise enforce Landlord's lien on such items by distress, foreclosure or otherwise; and/or

6. pursue any other right or remedy available at law or equity;

All rights and remedies granted in this Lease to Landlord or available at law or equity shall be cumulative and not mutually exclusive. In no event shall Landlord be liable for indirect, consequential, or punitive damages or for damages based on lost profits. Upon an Event of Default, Landlord shall be permitted to place a leasing sign on the Premises.

Tenant agrees that, in exchange for the promises made in this Lease and other good and valuable consideration received from Landlord, in the event Tenant files a voluntary petition in bankruptcy or is the subject of an involuntary bankruptcy at any time during the Term or any extensions hereof, Landlord shall not be subject to the provisions of 11 U.S.C. §362, and shall automatically and immediately be entitled to relief from the stay imposed thereby without necessity of further action or court approval. Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove for and obtain, in proceedings for the termination of this Lease by reason of bankruptcy or insolvency, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above. The failure or refusal of Landlord to relet the Premises or any part or parts thereof shall not release or affect Tenant's liability for damages.

XXIII. LESSOR'S CONTROL OF LAWSUITS:

The parties agree that in any lawsuit brought in its name or defended in its name, Landlord must retain all final control and authority of the lawsuit. Therefore, in any lawsuit envisioned in this agreement in which Landlord is a party, Landlord retains full control of the lawsuit, including full authority to determine what legal actions or positions may be asserted to the courts in the name of Landlord and the full authority to settle or compromise any claim on behalf of Landlord. Tenant agrees that its responsibilities under this Agreement continue in full force and effect regardless of any decision of Landlord in this regard.

XXIV LIEN FOR PAYMENT OF RENT:

Tenant hereby pledges and assigns to Landlord, in addition to Landlord's statutory lien for Rent pursuant to Florida Statutes Chapter 83, as security for the payment of any and all Rent to other sums or amounts provided for herein, all of the permanent improvements, furniture, fixtures, personal property, equipment, goods and chattels of Tenant which shall or may be brought, put on, or regularly kept at the Premises, and Tenant agrees that said lien may be enforced by distress, foreclosure or otherwise, at the election of the Landlord. Tenant agrees hereby to execute and deliver upon request a standard Uniform Commercial Code Financing Statement, which Tenant acknowledges is in a form sufficient to perfect the lien in favor of Landlord created by this paragraph. Tenant agrees for itself and its assignees or sub-lessees that it shall execute such further documentation as may be required by Landlord in connection with the perfection or continuation of this lien. During the Term, Tenant shall not remove any property from the Premises, other than in Tenant's ordinary course of business, without Landlord's written consent. Removal of Tenant's property without Landlord's consent shall be an Event of Default under this Lease, and Landlord shall be entitled to enforce its rights by injunction in addition to any other remedy available under this Lease and applicable law.

XXV. NO WAIVER:

Failure of Landlord to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Landlord shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, in law and/or in equity.

No waiver of any term, provision, condition or covenant of this Lease by Landlord nor the failure of Landlord to insist upon strict performance of one or more covenants or conditions of this Lease shall be deemed to imply or constitute a further waiver by Landlord of any other term, provision, condition or covenant of this Lease, and no acceptance of Rent or other payment shall be deemed a waiver of any default hereunder, nor shall such acceptance operate as a waiver of any provisions of the Lease or any of Landlord's rights, remedies, privileges or options.

XXVI. RIGHT OF ENTRY:

Landlord, or any of its agents, shall have the right to enter the Premises during all reasonable hours and after twenty-four (24) hours' notice to Tenant (except in the event of an emergency, to be determined in Landlord's sole discretion, in which event no notice shall be required) to examine the same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof or to otherwise exhibit the Premises to third parties, including, without limitation, mortgagees, insurance examiners and building inspectors. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Lease. Landlord and Tenant agree that to the extent there is any restriction on Landlord's right of entry to the Premises apply solely to Landlord in its capacity as a landlord and do not apply to Landlord in its capacity as a municipality with jurisdiction over the Premises and the property where it is located.

XXVII. HAZARDOUS MATERIALS:

Tenant, its employees, contractors, agents, and any party acting on behalf of Tenant, shall not store, use, treat, generate, or dispose of Hazardous Materials at the Premises or other property owned by Landlord. "Hazardous Material(s)" means any substance that, by itself or in combination with other materials, is either (i) generally regarded injurious to public health, safety, or the environment; or (ii) now or in the future regulated by any federal, state, or local governmental authority as potentially injurious to public health, safety, or the environment. Tenant, its employees, contractors, agents, and any party acting on behalf of Tenant shall comply, and shall keep the Premises in compliance, with all laws and regulations relating to Hazardous Materials ("Environmental Laws"); and in addition Tenant shall:

(i) Promptly provide Landlord with copies of any document, correspondence, report or communication, written or oral, relating to Hazardous Materials at or affecting the Premises (x) to or from any regulatory body, or (y) stating a basis for any potential liability or responsibility of Tenant, Landlord, or the Premises; including all such documents, correspondence, reports or communications prepared by or on behalf of Tenant. In addition to the above, at Landlord's request, Tenant shall provide copies of any and all records and communications whatsoever relating to Hazardous Materials at or affecting the Premises.

(ii) Immediately notify Landlord in the event of a suspected or confirmed release of a Hazardous Material or violation of Environmental Laws at or affecting the Premises or other property owned by Landlord and caused by or related to the operations of Tenant, its employees, contractors, agents, or any party acting on behalf of Tenant and, at Landlord's sole option, either promptly remediate or correct such release or violation to Landlord's satisfaction or reimburse Landlord's cost of remediation (including reasonable attorneys' and consultants' fees); and compensate Landlord and/or third parties for all resultant damage.

(iii) Permit Landlord reasonable access to the Premises for the purpose of conducting an environmental audit or testing, the cost of which shall be borne by Landlord unless the results indicate activity prohibited by Environmental Laws or hereunder.

(iv) Upon expiration or other termination of this Lease, remove all Hazardous Materials from the Premises caused by the acts or omissions of Tenant, its officers, agents, contractors, employees or invitees, and at Landlord's option cause to be performed and provided to Landlord an environmental audit of the Premises, using a consultant reasonably acceptable to Landlord, and correct, at its expense, any deficiencies noted by the audit.

The provisions regarding Hazardous Materials shall survive the expiration or other termination of this Lease.

XXVIII. NOTICE:

Any notice to be given to Landlord or Tenant as provided for in this Lease shall be in writing and shall be sent to Landlord or Tenant, as applicable, by overnight courier such as Federal Express, addressed to their respective addresses set forth on page 1 hereof. Either party, from time to time, by such notice, may specify another address to which subsequent notice shall be sent.

XXIX. SURRENDER; CONDITION OF PREMISES ON TERMINATION OF LEASE AND HOLDING OVER:

Tenant agrees to surrender to Landlord, at the end of the Term of this Lease and/or upon any cancellation or early termination of this Lease, the Premises in as good condition as the Premises were at the beginning of the Term of this Lease, ordinary wear and tear excepted. Tenant agrees that if Tenant does not surrender the agrees Premises to Landlord at the end of the Term of this Lease, then Tenant will pay to Landlord, to the extent permitted by law, double the amount of the Rent paid by Tenant for the last full month of the Lease Term for each month or portion thereof that Tenant holds over, plus all damages that Landlord may suffer on account of Tenant's failure to so surrender to Landlord possession of the Premises, and will indemnify and save Landlord harmless from and against all claims made by any succeeding tenant of the Premises against Landlord on account of delay of Landlord in delivering possession of the Premises to the succeeding tenant so far as such delay is occasioned by failure of Tenant to so surrender the Premises in accordance herewith or otherwise.

No receipt of money by Landlord from Tenant after termination of this Lease or the service of any notice of commencement of any suit or final judgment for possession shall reinstate, continue or extend the Term of this Lease, affect any such notice, demand, suit or judgment, or waive any of Landlord's rights and remedies set forth in this Lease.

No act or thing done by Landlord or its agents during the Term hereby granted shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless it be made in writing and signed by a duly authorized officer or agent of Landlord. Any personal property, furniture, fixtures, goods or chattels remaining in the Premises after the Termination Date shall be deemed abandoned. No surrender of the Premises prior to the end of the Term shall terminate this Lease unless Landlord agrees to such termination in writing.

XXX. SIGNS:

Tenant shall have the right to install signs on the Premises, subject to the Landlord's prior written consent; provided, however, that such signs comply with all requirements of municipal and county governmental requirements.

XXXI. TRIAL BY JURY:

It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, and Tenant's use or occupancy of the Premises. Tenant further agrees that the provisions for payment of Rent herein are independent covenants of Tenant and Tenant shall not interpose any noncompulsory counterclaim(s) in a summary proceeding or in any action based upon non-payment of Rent or any other payment required of Tenant hereunder. Tenant expressly waives any and all rights of redemption granted by or under any present or future laws.

XXXII. INVALIDITY OF PROVISION:

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law. This Lease shall be construed in accordance with the laws of the State of Florida and venue shall be in Miami-Dade County.

XXXIII TIME OF ESSENCE:

It is understood and agreed between the parties hereto that time is of the essence of all the terms and provisions of this Lease.

XXXIV. SUCCESSORS AND ASSIGNS:

All terms and provisions of this Lease to be observed and performed by Tenant shall be applicable to and binding upon Tenant's respective heirs, personal representatives, successors and assigns, subject, however, to the restrictions as to assignment and subletting by Tenant as provided herein.

XXXV. ATTORNEYS' FEES:

If either party defaults in the performance of any of the terms or provisions of this Lease and by reason thereof the other party employs the services of an attorney to enforce performance of the covenants, or to perform any service based upon defaults, or in the event a party successfully defends an action against them for breach under this Lease, then in any of said events the prevailing party shall be, entitled to receive from the other party reasonable attorneys fees and expenses and costs incurred by the prevailing party pertaining thereto (including costs and fees relating to any appeal) and in enforcement of any remedy.

XXXVI. MISCELLANEOUS:

The terms Landlord and Tenant as herein contained shall include singular and/or plural, masculine, feminine and/or neuter, heirs, successors, personal representatives and/or assigns wherever the context so requires or admits. The terms and provisions of this Lease are expressed in the total language of this Lease and the Article or article headings are solely for the convenience of the reader and are not intended to be all-inclusive and shall not be deemed to limit or expand any of the provisions of this Lease, Anything herein to the contrary notwithstanding, Landlord shall not be or be deemed to be in default hereunder unless it has failed to cure its default within a reasonable time following its receipt of notice thereof. All exhibits attached to this Lease, if any, are hereby incorporated in and made a part hereof. Neither this Lease nor any memorandum or short form thereof shall be recorded in the Public Records of Miami-Dade County, Florida. Tenant certifies that it is not acting directly or indirectly for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or

regulation that is enforced or administered by the Office of Foreign Assets Control; and that it is not engaged in this transaction, directly or indirectly on behalf of any such person, group, entity or nation. Tenant agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification; this indemnity shall survive expiration or earlier termination of this Lease.

XXXVII. EFFECTIVE DATE:

Submission of this instrument for examination does not constitute an offer, right of first refusal, reservation of or option for the Premises. This instrument becomes effective as a Lease only upon execution and delivery by both Landlord and Tenant.

XXXVIII. BROKERAGE:

Tenant represents and warrants that it has dealt with no broker, salesman, agent or other person in connection with this transaction and that no broker, salesman agent or other person brought about this transaction, and Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any other broker, salesman, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction. The provisions of this Article shall survive the termination of this Lease.

XXXIX. FORCE MAJEURE:

Except with respect to payment obligations under this Lease, including Tenant's obligation to pay Rent, no party shall be liable for, nor shall such party be considered in breach of this Lease due to, any failure to perform its obligations under this Lease as a result of a cause beyond its control, including any act of God, terrorism, military or civil uprising, fire, flood, earthquake, hurricane, tornado, epidemic, pandemic, including Covid-19, unavailability of supplies, which could not have been prevented by such party with reasonable care and which, in the case of Tenant, prevents Tenant from safely and reasonably operating its business activities, but shall not include financial inability due to economic conditions (each a "Force Majeure" event). Notwithstanding anything contained herein, in no event shall Tenant be relieved or excused from its obligations to pay Rent.

XL. TENANT'S AUTHORITY TO EXECUTE LEASE:

Tenant hereby represents and warrants to Landlord that the Lease has been duly authorized, executed and delivered by and on behalf of Tenant and constitutes a legal, valid and binding agreement of Tenant enforceable in accordance with its terms. Simultaneously with the execution of the Lease, Tenant shall deliver to Landlord a certified resolution of the Board of Directors of Tenant authorizing the execution and delivery of the Lease by Tenant and the performance of Tenant's obligations hereunder.

XLI. ENTIRE AGREEMENT:

This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed and

sealed by Landlord and Tenant. Tenant acknowledges and agrees that Tenant has not relied upon any statement, representation, prior written or prior or contemporaneous oral promises, agreements or warranties except such as are expressed herein.

XLII . DRAFTING OF LEASE:

The drafting and negotiation of this Lease have been participated in by each of the parties, and for all purposes, therefore, this Lease shall be deemed to have been drafted jointly by each of the parties.

XLIII . COUNTERPARTS:

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

XLIV. SURVIVAL:

All provisions of this Lease intended by their terms to survive expiration or earlier termination shall survive including, but not limited to all indemnification obligations contained herein.

XLV. PUBLIC RECORDS:

Records subject to the provisions of Public Records Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Tenant acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the Landlord in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the Landlord for such disclosure and/or production. Tenant also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Tenant agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated by reference herein.

XLVI. SOVEREIGN IMMUNITY:

Landlord and Tenant acknowledge that the Florida Doctrine of Sovereign Immunity bars all claims against Landlord other than claims arising out of this Lease. Specifically, Tenant acknowledges that it cannot and will not assert any claims against Landlord, unless the claim is based upon a breach by Landlord of this Lease. Furthermore, Tenant understands that it has no right and will not make any claims based upon any of the following: (i) claims based upon any alleged breach by Landlord of warranties or representations not specifically set forth in this Lease; (ii) claims based upon negligence or any tort arising out of this Lease; (iii) claims upon alleged acts or inaction by Landlord, its elected officials, attorneys, administrators, consultants, agents, or any Landlord employee; or (iv) claims based upon an alleged waiver of any of the terms of this Lease. Nothing in this Lease is intended to operate as a waiver of Landlord's sovereign immunity, as set forth in the Florida Constitution and Florida Statutes Chapter 768.28.

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Lease at Miami-Dade County, Florida, as of the day and year first above written.

LANDLORD:

**CITY OF CORAL GABLES, a
municipal corporation of the State of Florida**

By:

Peter J. Iolesias

ATTEST:

By: _____

Billy Y. Urquia

City Clerk

Approved as to form and legal sufficiency

By:

Miriam Soler Ramos

City Attorney

TENANT:

**DOCTORS HOSPITAL, INC., a Florida not-
for-profit corporation**

By:

Name: Javier Hernandez-Lichtl

Title: Chief Executive Officer

ATTEST/WITNESS:

By: _____

Name: _____

By: _____

Name: _____

APPROVED BY:

Economic Sustainability

Risk Management

Procurement

EXHIBIT "A"
SKETCH AND LEGAL DESCRIPTION OF THE PREMISES

EXHIBIT "B"
LEGAL DESCRIPTION OF THE ADJACENT PROPERTY

Lots 19-A & 20, Block 56 "REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 4", according to the Plat thereof, as recorded in Plat Book 25, Page 47 of the Public Records of Miami-Dade County, Florida;

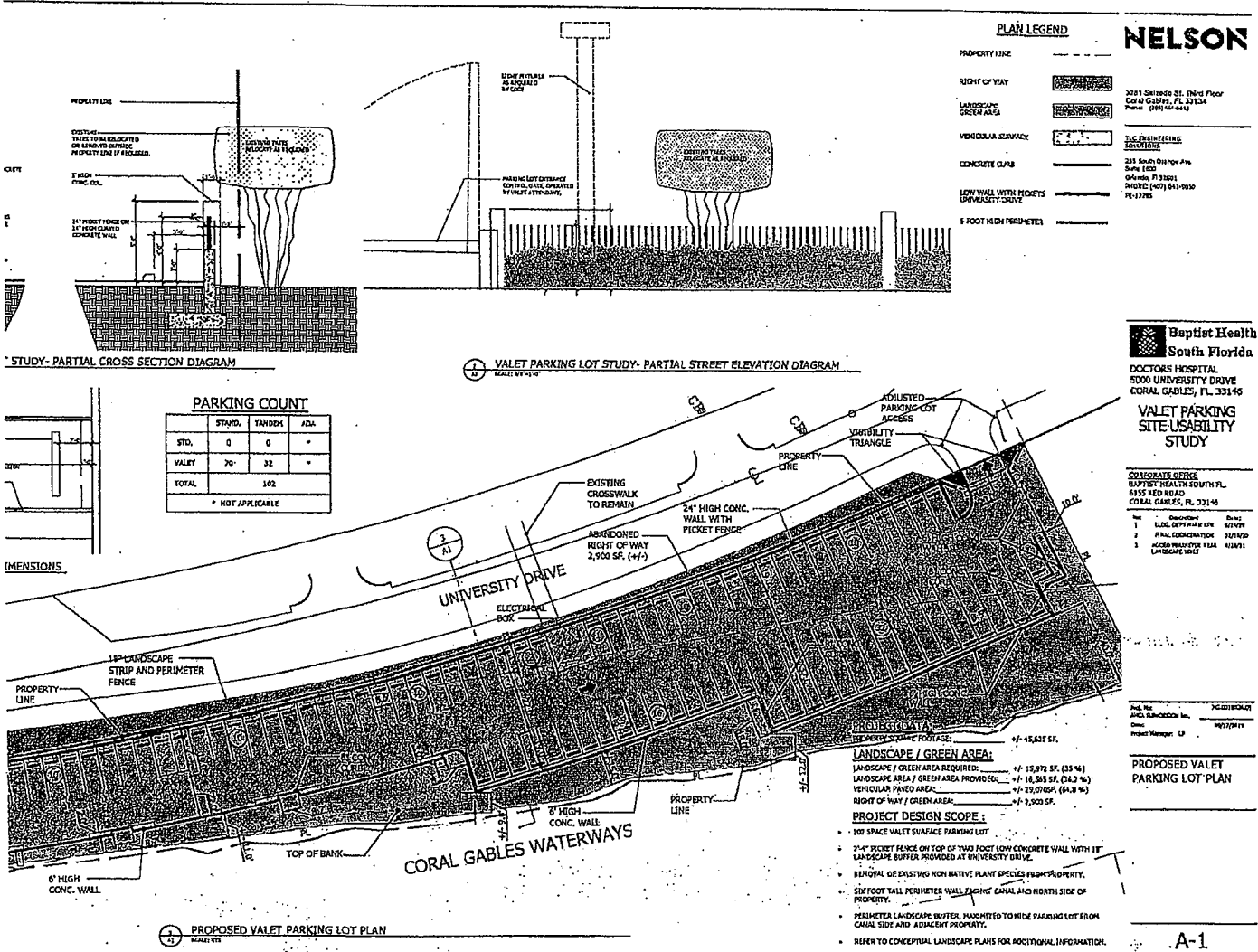
AND

That portion of the un-dug University Waterway in Block 56, "REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 4", according to the Plat thereof, as recorded in Plat Book 25, Page 47 of the Public Records of Miami-Dade County, Florida and being more particularly described as follows:

BEGIN at the Northwest corner of said Lot 20, thence run S78°23'32"E, along the Northerly line of Lot 20 for 75.00 feet to the Northeast corner of Lot 20; thence continue S78°23'32"E, along a prolongation of the Northerly line of said Lot 20 for 49.12'; thence departing said prolongation of the Northerly line of Lot 20, run S20°39'33"W for 60.47 feet; thence run S06°50'42"W for 11.38 feet; thence run S37°58'54"W for 14.99 feet; thence run S28°15'46"W for 77.59 feet; thence run S18°33'09"W for 20.63 feet; thence run S31°26'12"W for 58.02 feet; thence run S16°47'32"W for 28.18 feet; thence run S29°06'20"W for 82.64 feet; thence run S37°15'50"W for 21.85 feet; thence run S29°25'19"W for 62.97 feet; thence run S30°00'41"W for 137.29 feet; thence run S33°50'45"W for 47.09 feet; thence run N59°14'03"W for 44.82 feet to a point on the easterly right-of-way line a curve, said curve being the right-of-way line of University Drive, as shown on the aforementioned Plat of "REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 4", said point being on a curve bearing N59°14'03"W to the center of said curve and a tangent bearing of S30°45'57"W; thence run Northeasterly, along said Easterly right-of-way line, along a circular curve to the left, having for its elements a radius of 1705.03 feet, as per Plat Book 46, Page 4 of the Public Records of Miami Dade County, Florida, a central angle of 15°03'34", for an arc distance of 448.15 feet to a point of compound curvature; thence continue along said Easterly right-of-way line, Northeasterly along a circular curve to the left, having for its elements a radius of 1984.99 feet as per Plat Book 46, Page 4 of Public Records of Miami-Dade County, Florida, a central angle of 4°05'55" for an arc distance of 141.99 feet to the Point of Beginning, containing 45,635.3 square feet or 1.0476 acres, more or less.

EXHIBIT "I"
SITE PLAN

EXHIBIT I



NELSON

2081 SW 19th St. Third Floor
Coral Gables, FL 33134
Phone: (305) 444-6410

THE PERIMETER SOLUTIONS

231 South Orange Ave
Suite 1820
Coral Gables, FL 33131
Phone: (407) 641-9050
Fax: 31765

Baptist Health South Florida

DOCTORS HOSPITAL
5000 UNIVERSITY DRIVE
CORAL GABLES, FL 33146

VALET PARKING SITE USABILITY STUDY

CORPORATE OFFICE
BAPTIST HEALTH SOUTH FL.
6155 RED ROAD
CORAL GABLES, FL 33146

1. USUAL OFFICE HOURS
2. FULL COORDINATION
3. ACCURATE REPORT YEAR

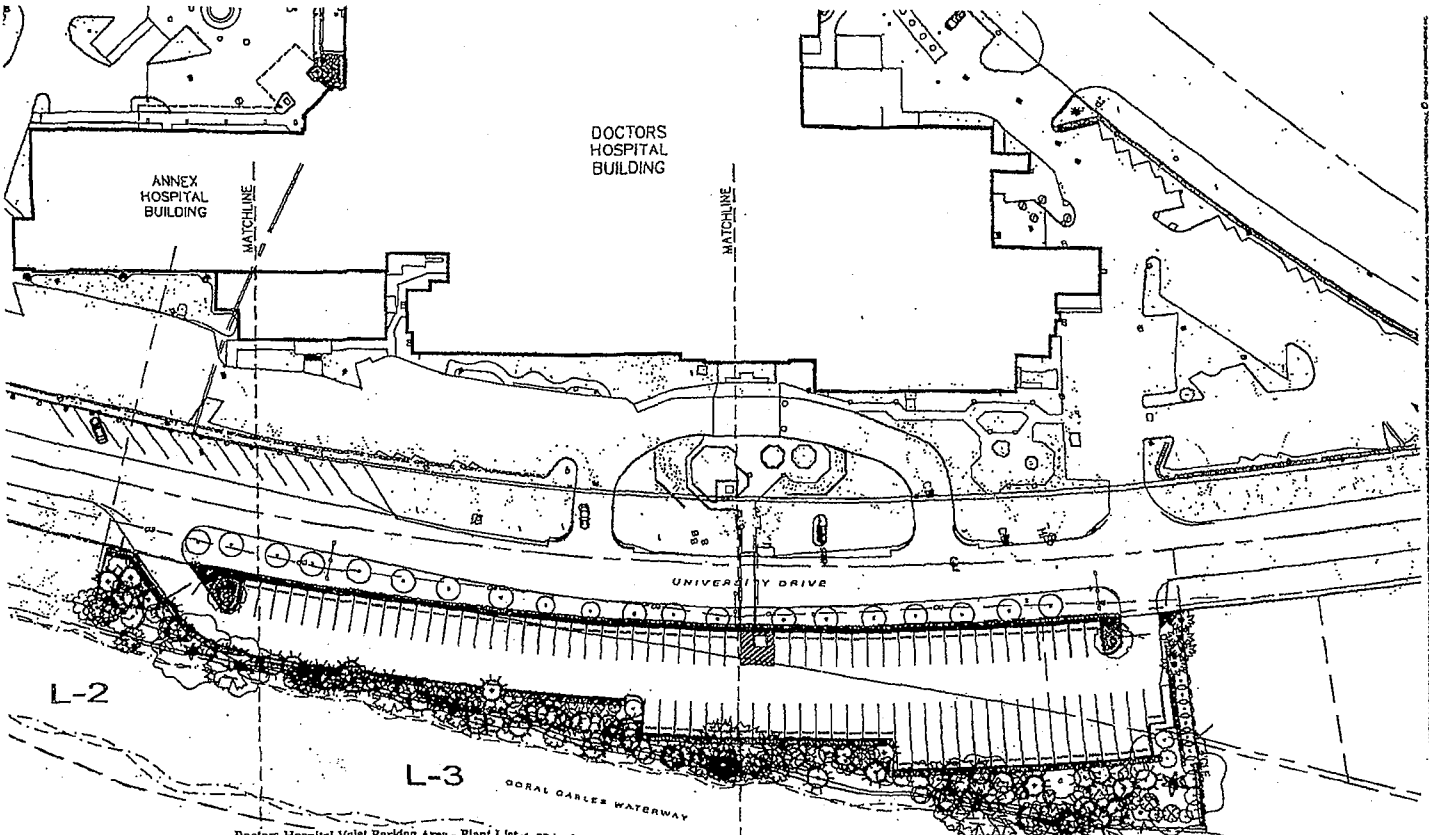
Aug. 14, 2018
Architect: LANDSCAPE INC.
Scale: 1/8" = 1'-0"
Project Manager: LP

PROPOSED VALET PARKING LOT PLAN

A-1

EXHIBIT "J"
LANDSCAPE PLAN

EXHIBIT J



Doctors Hospital Valet Parking Area - Plant List (for DD set)

Conc. Number	Botanical Name	Native	Species	Quantity	Notes
12	Black Ironwood	Yes	2' x 4' sp. 7' tall	100	
10	Charlie Rasas	Yes	2' x 4' sp. 7' tall	100	medium
3	Green Ironwood	Yes	2' x 4' sp. 7' tall	100	medium
13	Pigeon Plum	Yes	2' x 4' sp. 7' tall	100	
4	Silver Ironwood	Yes	2' x 4' sp. 7' tall	100	small
8	Shrimp Shrimp	Yes	2' x 4' sp. 7' tall	100	small
5	Shrimp Shrimp	Yes	2' x 4' sp. 7' tall	100	small
16	Tree Fern				
2	Upland Palm	Yes	12' x 12' sp. 12' tall	100	medium
7	Trillium Tree				
39	Coconut	Yes	6' x 6' sp. 12' tall	100	medium
60	Day Palm	Yes	2' x 4' sp. 12' tall	100	medium
31	Dwarf Palm	Yes	2' x 4' sp. 12' tall	100	medium
17	Croton	Yes	6' x 6' sp. 12' tall	100	medium

Notes: Quantities for the smaller shrubs, trees, ferns, and groundcovers are to be finalized in the Construction Documents and will be further reduced after the draw of the unexcavated planters (L3 sheets) in case where these tolerances and your tolerance plants can grow and cost must from existing trees allow for proper planting.

NEW PLANTING SYMBOL LEGEND

- Green outline: GREEN OUTLINEWOOD TREES
- Circle with dot: SILVER OUTLINEWOOD TREES
- Circle with cross: OLIVEA ROSEA TREES
- Circle with horizontal lines: PIGEON PLUM TREES
- Circle with vertical lines: BLACK IRONWOOD TREES
- Circle with diagonal lines: SPANISH STOPPER TREES
- Circle with horizontal lines: SPANISH STOPPER TREES
- Circle with vertical lines: LOUISIANA TREES
- Circle with diagonal lines: (TO MATCH EXIST. STREET TREES)

TRANSPLANTED TREES SYMBOL LEGEND

- Circle with cross: PALM PALM TRANSPLANTS

OVERALL PLANTING PLAN SCALE: 1"=30'-0"

GEOMANTIC DESIGN, INC.
 100 UNIVERSITY DRIVE
 CORAL GABLES, FL 33134
 (305) 441-1111

LANDSCAPE OVERALL PLANTING PLAN

DOCTORS HOSPITAL VALET PARKING AREA
 100 UNIVERSITY DRIVE CORAL GABLES, FL

DD SET

5/17/2011

L-1