

LEASE AGREEMENT

THIS AGREEMENT is made effective as of the 1st day of January, 2017 (the "Effective Date"), by and between **Gadsden County, Florida, a political subdivision of the State of Florida**, whose address is 9 E. Jefferson Street, Quincy, FL 32351 (the "Lessor"), and **North Florida Thyroid Center, LLC, a Florida limited liability company**, whose address is 1705 South Adams Street, Tallahassee, FL 32301 (the "Lessee").

WHEREAS, the Lessee operates an endocrinology clinic that has served the community for more than 20 years and exists for the purposes of promoting community interest and welfare through the provision of specialty care for diabetes mellitus, hypertension, lipid disorders, obesity, disorders of the thyroid function, thyroid nodules and thyroid cancer, metabolic bone disease, reproductive disorders, parathyroid disease and other disorders of calcium metabolism, and pituitary disorders ("endocrinology services"); and

WHEREAS, the citizens of Gadsden County are in need of endocrinology services and an endocrinology clinic located within Gadsden County would promote the community interest, health, and welfare of the citizens of Gadsden County; and

WHEREAS, the Lessee desires to open and operate an endocrinology clinic in Gadsden County to provide endocrinology services to the citizens of Gadsden County; and

WHEREAS, the Lessee does not own and is in need of a building for use in promoting community interest and welfare through the provision of endocrinology services to the citizens of Gadsden County; and

WHEREAS, the Lessee has applied to the Lessor for the use of that portion of the building located at 23186 Blue Star Hwy, Quincy, FL 32351 identified on Composite Exhibit "A," containing approximately 4,081 square feet (the "Premises"), for use in promoting community interest and welfare through the provision of endocrinology services to the citizens of Gadsden County; and

WHEREAS, the Lessor owns the Premises, which is suitable for the purpose of promoting community interest and welfare through the provision of endocrinology services to the citizens of Gadsden County and is not otherwise needed for County purposes; and

WHEREAS, the Lessor, through its duly authorized Board of County Commissioners, has determined that the provision of the Premises to the Lessee on the following terms and conditions for the sole and exclusive purpose of promoting community interest and welfare through the provision of endocrinology services to the citizens of Gadsden County will promote the health, safety, and welfare of Gadsden County citizens; and

WHEREAS, the Lessor has published notice calling for bids for the lease of the Premises on the terms and conditions set forth herein once a week for two weeks in a newspaper of general circulation published in the County in accordance with Section 125.35, Florida Statutes, and has accepted Lessee's bid; and

WHEREAS, the Lessor is authorized to lease the Premises to the Lessee on certain terms and conditions for the sole and exclusive purpose of promoting community interest and welfare through the provision of endocrinology services to the citizens of Gadsden County pursuant to Section 125.35, Florida Statutes.

NOW, THEREFORE, for an in consideration of the agreements to be performed hereunder, the Lessor and Lessee hereby agree as follows:

1. **LEASED PREMISES AND TERM.** The Lessor hereby leases to the Lessee the Premises, for the term commencing on January 1, 2017 (the "Commencement Date"), and running for twelve months, or on such earlier date on which the term of this lease may expire or be terminated pursuant to the provisions of this lease or by law (the "Term"). During the Term of the Lease, the Premises shall be leased to the Lessee on each Saturday of each month between the hours of 8:00 a.m. and 5:00 p.m. (the "Lease Period"). The Lessor shall retain possession of the Premises at all other times during the Term of the Lease, and shall have the right to use the Premises at all times other than the Lease Period, which use shall include, but not be limited to, the ability to lease the Premises to the Lessee or any other lessee for any period of time other than the Lease Period, in Lessor's sole and absolute discretion. This lease may only be extended or renewed by written agreement executed by both parties. Notwithstanding the foregoing, this lease may be cancelled by either party, without cause, by giving thirty (30) days' written notice to the other party of the cancelling party's termination of the lease.

2. **RENTAL RATE.** The Lessee will pay to the Lessor, without any demand, as rent for the Premises, the amount of One Dollar (\$1.00) per year, plus all sales and use taxes due thereon, payable in advance on the first of each year. Rental payments are to be made by check payable to Lessor and mailed to Gadsden County Board of County Commissioners,

Attn: County Administrator, Post Office Box 1799, Quincy, Florida 32353, unless Lessee is otherwise notified in writing by Lessor.

3. INSURANCE; LIABILITY AND CASUALTY. Lessee shall, at its sole cost and expense, maintain Workers' Compensation and Employers Liability insurance covering all employees meeting statutory limits in compliance with applicable state and federal laws. Lessee shall, at its sole cost and expense, maintain Professional Liability insurance of all types necessary to protect Lessor from any professional liability associated with Lessee's use and possession of the leased premises with a minimum \$1,000,000 liability unit. The Professional Liability insurance coverage shall be maintained in force from the Effective Date through at least one year following the termination of the Lease. Lessee shall, at its sole cost and expense, maintain on all of its personal property in the leased premises, a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of the full replacement value of such personal property. Lessee shall defend, indemnify, and hold Lessor harmless from and against all claims, actions, damages, liability and expense arising out of or in connection with loss of life, personal injury or damage to property occurring on the leased premises or in connection with the possession, use, occupancy, operation, management, repair or maintenance of the leased premises. Notwithstanding any provision of this Lease to the contrary, Lessor and Lessee hereby release each other and each other's officers, directors, employees, servants and agents, from liability or responsibility for any loss or damage to the leased premises and Lessee's personal property, fixtures and equipment, that is covered by valid and collectible fire insurance with an extended coverage endorsement. This release will apply not only to liability and responsibility of the parties to each other, but will also extend to liability and responsibility for anyone claiming through or under the parties by way of subrogation or otherwise. This release will apply even if the fire or other casualty is caused by the fault or negligence of a party or anyone for whom a party may be responsible. However, this release will apply only with respect to loss or damage actually recovered from an insurance company. All insurance required of Lessee hereunder shall list the Lessor as an additional insured. ON OR PRIOR TO THE COMMENCEMENT DATE HEREOF AND PRIOR TO BEING PERMITTED ACCESS TO THE LEASED PREMISES, LESSEE SHALL DELIVER TO LESSOR EVIDENCE OF THE INSURANCE REQUIRED BY THIS PARAGRAPH IN A FORM ACCEPTABLE TO LESSOR.

4. PERMITTED AND REQUIRED USE. Lessee shall use and occupy the leased Premises for the sole and exclusive purpose of promoting community interest and welfare through the provision of endocrinology services to the citizens of Gadsden County. Lessee shall provide endocrinology services only during the Lease Period. Endocrinology services shall include, without limitation, patient check-in, triage, clinical visits with the physician, class sessions where a topic of interest regarding diabetes management will be presented, and other similar services. No other use shall be allowed without the express prior written consent of Lessor or Lessor's authorized agent. Lessee shall not use or permit any part of the leased premises to be used for an unlawful purpose and will not use the leased premises for, or carry on or permit upon leased premises any offensive, noisy or dangerous trade, business, manufacture or occupation, or any nuisance or anything against public policy, nor permit any auction sale to be held or conducted in or about leased premises.

5. CONDITION "AS IS". By taking possession of the leased premises, Lessee shall accept and shall be held to have accepted the leased premises in its "AS IS" condition and as suitable for the use intended by Lessee. Lessor shall not be required, after delivery of possession, to make any repairs or improvements to the leased premises. Lessor shall not be liable to Lessee for losses to Lessee's property or personal injury caused by criminal acts or entry by unauthorized persons into the leased premises. Lessee hereby releases Lessor of and from any liability for criminal acts or entry by unauthorized persons into the leased premises, regardless of any actions or precautions that Lessor may have taken to prevent the acts or entry of any such persons. Lessor shall have no obligation to provide security service of any kind to the leased Premises.

6. REPAIRS; MAINTENANCE. Lessee shall not allow any damage, waste or deterioration to occur to the Premises. Lessor shall repair and maintain the Premises as it deems appropriate, in its sole and absolute discretion, and shall have no obligation to make any repairs or improvements to the Premises. The Lessee will be responsible for janitorial services.

7. ALTERATIONS. No alteration in, or addition to, the leased premises will be made without first obtaining Lessor's prior written consent, which Lessor may grant or withhold for any reason. Any such improvements, alterations or additions shall become property of Lessor upon expiration of this lease.

8. ASSIGNMENT. Lessee shall not assign this lease, or any right or privilege granted hereunder, or sublet all or any portion of the leased premises, without Lessor's prior written consent, which consent may be withheld or denied in Lessor's sole and absolute discretion. Lessor reserves the right to terminate the lease if the lease is assigned. Lessee shall remain jointly and severally liable if Lessee assigns the lease.

9. LIENS. Lessee shall not permit any mechanic's, materialmen's or other similar liens to stand against the leased premises for work and material furnished to Lessee, provided that Lessee shall have the right to contest the validity of an lien or claim; and further provided that if any such claim or lien is filed for record in the public records of Gadsden County, Florida, such claim or lien shall be satisfied or transferred to the security furnished by Lessee within ten (10) days of service of such claim or lien upon the parties hereto. Failure to remove any claim or lien as provided herein shall constitute a default hereunder.

10. UTILITIES. Lessor shall be responsible for and pay all charges for electricity, sewer, water, light, heat, power, gas and all other utilities to the leased premises. Lessee shall be responsible for expenses associated with telephone and internet service.

11. SIGNS. Subject to the reasonable specifications and approval of Lessor, Lessee may install and display signs on the leased premises. Lessee shall, at its own expense, remove any signs or symbols placed on the Premises by it, and repair and restore the portion of the Premises upon which they were placed in the same condition as prior to their placement, upon expiration or termination of this lease.

12. DEFAULT. In the event Lessee breaches any term, covenant or condition of this lease and if said breach or default is not cured within ten (10) days after written notice thereof, then in such event Lessor may at its option: (a) institute an action or actions to enforce the performance of this lease; (b) terminate this lease by notice to Lessee, re-enter the leased premises and recover damages, including but not limited to cost of repossession, re-letting, attorneys' fees and brokerage commission for services performed by the Lessor or by others (it being further agreed that upon termination of this lease by Lessor, it shall have the right to remove any and all of the personal property located on the above-described premises without liability to Lessee for damage to said property or to the business of Lessee); (c) exercise any other remedy allowed by law or equity.

13. LESSOR'S RIGHT TO PERFORM FOR LESSEE'S ACCOUNT. Upon the occurrence of any default of Lessee under this lease, Lessor may cure the default at any time for the account and at the expense of Lessee. If Lessor cures a default on the part of Lessee, such sum will be immediately due as additional rent and Lessee will reimburse Lessor for any amount expended by Lessor in connection with the cure, together with interest on the amount so expended from the date such amount is expended until repaid at the highest rate permitted to be charged under Florida law.

14. NOTICES. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed given on the date served personally, on one (1) day after deposited in Federal Express or other guaranteed overnight courier. Any such notice, demand, request, consent, approval, or communication shall be addressed to the other party at the following respective addresses:

LESSOR: Gadsden County Board of County Commissioners
Attn: County Administrator
Post Office Box 1799
Quincy, Florida 32353

LESSEE: North Florida Thyroid Center, LLC
Attn: Dr. Celeste Hart
1705 South Adams Street
Tallahassee, Florida 32301

Either party may change its address by notifying the other party of the change of address.

15. LESSOR ENTRY. Following 24-hour notice to Lessee, Lessor or its agents may enter the leased premises at any reasonable hour to exhibit same to prospective tenants, to inspect the leased premises to see that Lessee is complying with all of its obligations hereunder, and to make repairs, improvements, alterations, or additions that Lessor shall deem necessary for the safety, preservation, or improvement of the leased premises.

16. COMPLIANCE WITH LEGAL REQUIREMENTS. Lessee will, at Lessee's sole cost and expense, promptly comply with all legal requirements that are now in force, or which may hereafter be in force, pertaining to the conduct of Lessee's business operations on the leased premises.

17. ENVIRONMENTAL LAWS; INDEMNITY. Lessee agrees to indemnify and hold Lessor harmless from and against any and all loss, claim, liability, damages, injuries to person, property, or natural resources, cost, expense, action or cause of action, arising in connection with the release or presence of any Hazardous Substances at the leased premises, through the acts of Lessee, its officers, employees, contractors, agents or invitees, whether foreseeable or unforeseeable, regardless of the source of such release and when such release occurred or such presence is discovered. The foregoing indemnity includes, without limitation, all costs in law or in equity of removal, remediation of any kind, and disposal of such Hazardous Substances; all costs of determining whether the leased premises is in compliance and to cause the leased premises to be in compliance with all applicable environmental laws, all costs associated with claims for damages to persons, property or natural resources, and Lessor's reasonable attorneys' and consultants' fees and costs, whether or not litigation is instituted. For the purposes of definition, "Hazardous Substances" includes, without limitation, any toxic or hazardous wastes, pollutants (or substances, including, without limitation, asbestos, PCBs, petroleum products and by products, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9061 et. seq., hazardous materials identified in or pursuant to the Hazardous Materials Transportation Act 49 U.S.C. Section 1802 et. seq.

18. LANDLORD'S LIABILITY. Lessor shall not be responsible or liable to Lessee in any way for any claimed loss or damage occurring on the leased premises or in connection with this lease or the possession, use, occupancy, operation, management, repair or maintenance of the leased premises. In the event that the foregoing is found to be ineffective by a court of law, Lessee shall look solely to the estate and property of the Lessor in the leased premises for the collection of any judgment, or in connection with any other judicial process, requiring the payment of money by Lessor in the event of any default by Lessor with respect to any of the terms, covenants and conditions of this Lease to be observed and performed by Lessor, and no other property or estates of Lessor shall be subject to levy, execution or other enforcement procedures for the satisfaction of Lessee's remedies and rights under this Lease. The provisions of this Section are not designed to relieve Lessor from the performance of any of its obligations hereunder, but rather to limit Lessor's liability in the case of a recovery of a money judgment against Lessor. The word "Lessor" as used in this Lease shall mean only the owner from time to time of Lessor's interest in this Lease. In the event of any assignment of Lessor's interest in this Lease, the assignor shall no longer be liable for the performance or observation of any agreements or conditions on the part of Lessor to be performed or observed subsequent to the effective date of such assignment provided the assignee specifically assumes all such obligations.

19. WAIVER. The failure of either party to insist on strict performance of any covenant or condition hereof shall not be construed as a waiver of such covenant or condition in any other instance. This lease cannot be changed or terminated orally.

20. ENTIRE AGREEMENT. This lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of the Lessor to exercise any power given the Lessor hereunder, or to insist upon strict compliance by the Lessee of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the Lessor's right to demand exact compliance with the terms hereof

21. MISCELLANEOUS. Time is of the essence of this agreement. Lessor does not, in any way or for any purpose, become a partner of Lessee in the conduct of its business, or otherwise, or joint adventurer or member of a joint enterprise with Lessee. This Lease shall be governed by, and construed in accordance with, the laws of the State of Florida. The terms, conditions and covenants contained in this Lease shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, administrators, executors, representatives, successors and assigns. In the event of any litigation or other proceedings between Lessor and Lessee arising out of this lease or the leased premises, the prevailing party therein shall be allowed all reasonable attorney's and paralegal assistant's fees expended or incurred in such litigation, including those incurred before, during, and at trial, on appeal, or in federal bankruptcy or reorganization proceedings, to be recovered as part of the costs therein, or in a subsequent proceeding therefor. Lessee agrees not to record this Lease or any memorandum hereof but Lessor may record this Lease or a memorandum thereof, at its sole election.

22. RADON DISCLOSURE: THE FOLLOWING DISCLOSURE IS REQUIRED BY FLORIDA STATUTES, SECTION 404.056(8): RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

IN WITNESS WHEREOF, the Lessee and the Lessor have hereunto set their hands and seals the day and year first above written.

Witnesses:

Sign Name Above

Print Name Above

Sign Name Above

Print Name Above

LESSOR:

North Florida Thyroid Center, LLC, a Florida limited liability company

By: Celeste B. Hart

As its: Managing Member

Date: _____, 2016

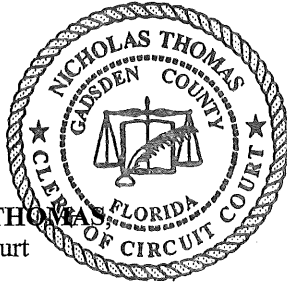
LESSEE:

GADSDEN COUNTY, FLORIDA,
a political subdivision of the State of Florida

Sherrie D. Taylor, Chairperson

Gadsden County Board of County Commissioners

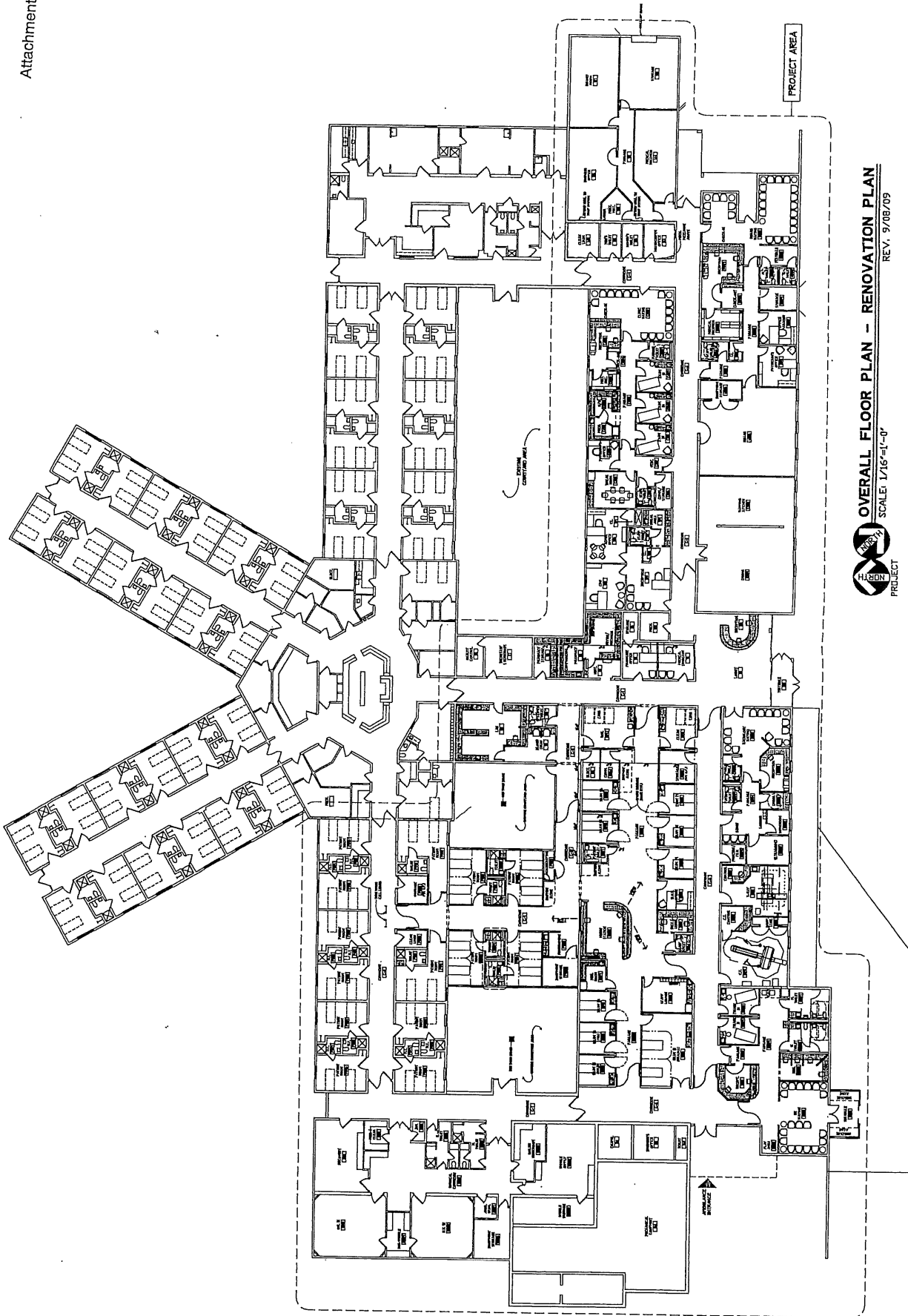
Attest: **NICHOLAS THOMAS**,
Clerk of the Circuit Court



Date: 12-20, 2016

COMPOSITE EXHIBIT "A"
DEPICTION OF LEASED PREMISES

EXHIBIT A



OVERALL FLOOR PLAN - RENOVATION PLAN
SCALE: 1/16" = 1'-0"
REV. 9/08/09
PROJECT

EXHIBIT A

