

Columbia County Property Appraiser

Jeff Hampton | Lake City, Florida | 386-758-1083

PARCEL: 32-3S-17-13122-000 (41642) | VACANT (0000) | 1.427 AC

NOTES:

Columbia County, FL

E DIV: BEG 210 FT E OF INTERS OF E LINE OF N CHURCH ST & N LINE OF NW1/4 OF NE1/4, RUN S 105 FT TO N LINE OF CIRCLE ST, RUN IN A SE'LY DIRECTION ALONG

LAKE SHORE HOSPITAL AUTHORITY

2025 Working Values

Owner: 259 NE FRANKLIN ST
LAKE CITY, FL 32055

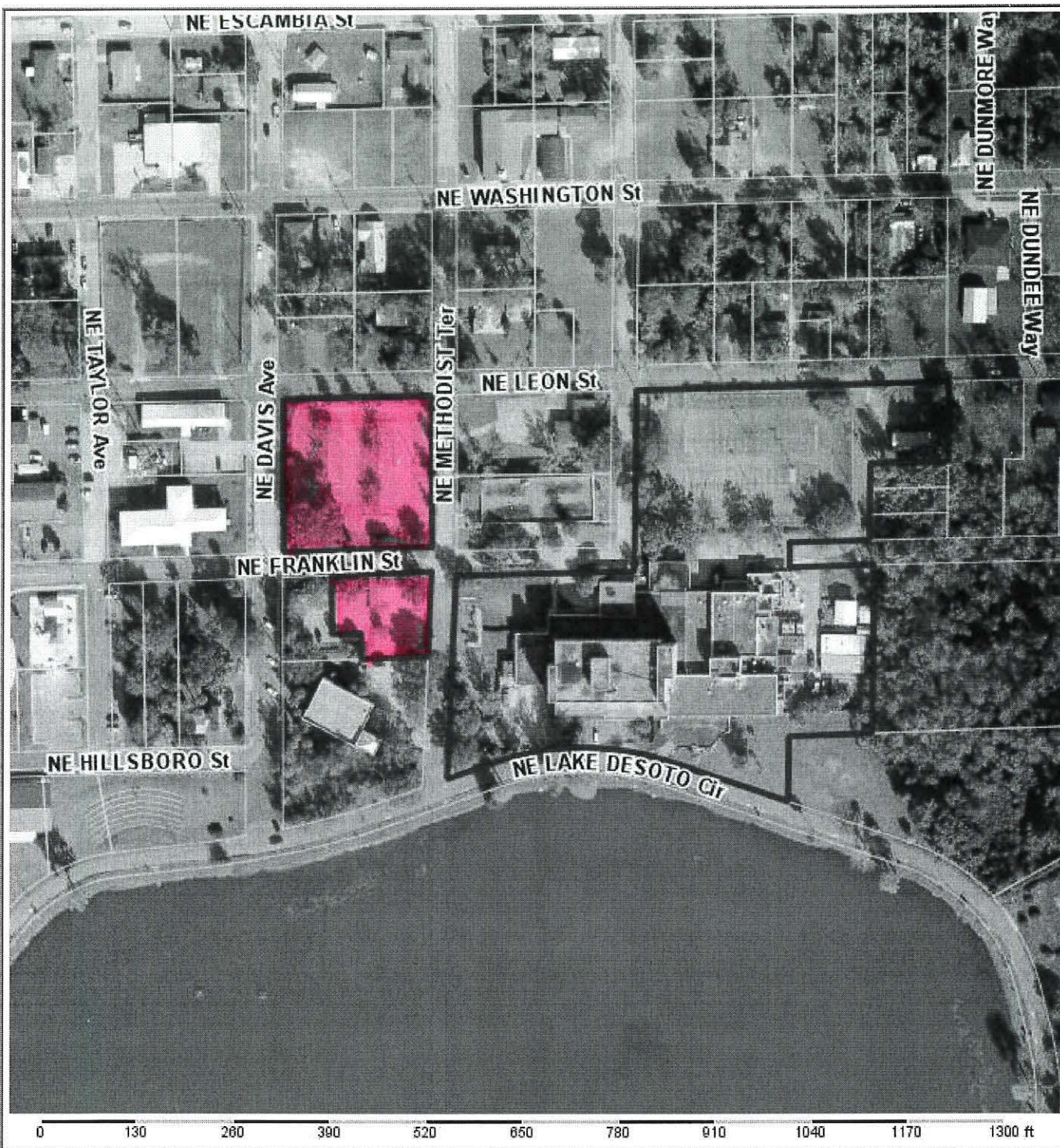
Mkt Lnd	\$30,180	Appraised	\$30,180
Ag Lnd	\$0	Assessed	\$30,180
Bldg	\$0	Exempt	\$30,180
XFOB	\$0	county:	\$0
Just	\$30,180	city:	\$0
		other:	\$0
		school:	\$0

Site:
Sales Info 10/26/1995 \$80,000 I (U)



The information presented on this website was derived from data which was compiled by the Columbia County Property Appraiser solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. The GIS Map image is not a survey and shall not be used in a Title Search or any official capacity. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. This website was last updated: 1/16/2025 and may not reflect the data currently on file at our office.

GrizzlyLogic.com



0 130 260 390 520 650 780 910 1040 1170 1300 ft

Columbia County Property Appraiser

Jeff Hampton | Lake City, Florida | 386-758-1083

PARCEL: 00-00-00-11789-000 (40380) | PRIVATE HOSPITALS (7300) | 7.014 AC

NOTES:

Columbia County, FL

N DIV ALL BLOCK 101,103,111 & 112 & N1/2 BLK 102, EX BEG NW COR, RUN E 66.20 FT, S 78.24 FT, E 39.18 FT, S 34.25 FT, W 105.38 FT, N 112.49 FT TO POB



LAKE SHORE HOSPITAL AUTHORITY		2025 Working Values	
Owner: 259 NE FRANKLIN ST		Mkt Lnd \$453,890	Appraised \$9,151,113
LAKE CITY, FL 32055		Ag Lnd \$0	Assessed \$9,151,113
Site: 440 NE LEON ST, LAKE CITY		Bldg \$8,531,038	Exempt \$9,151,113
Sales 4/2/1996 \$100 I(U)		XFOB \$166,185	county:\$0
5/3/1994 \$100 I(U)		Just \$9,151,113	city:\$0
Info 9/19/1955 \$0 I(U)			other:\$0
			school:\$0

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GrizzlyLogic.com

To: LSHA Trustees

Re: Meridian Behavioral Healthcare

Date: January 21, 2025

Trustees,

This is the latest red-line agreement with tracked changes. There could be additional changes.

B-1

AGREEMENT FOR THE CONVEYANCE OF REAL PROPERTY

LAKE SHORE HOSPITAL AUTHORITY OF COLUMBIA COUNTY, FLORIDA, a corporate body politic of the State of Florida ("Seller"), hereby agrees to convey to **MERIDIAN BEHAVIORAL HEALTHCARE, INC.**, a Florida not-for-profit corporation, ("Purchaser"), and Purchaser hereby agrees to acquire that certain tract or parcel of real property located in Columbia County, Florida being generally described as follows:

Those certain tracts or parcels of land as shown on **Exhibit A** attached hereto and incorporated by reference herein, together with (i) all tenements, hereditaments, and appurtenances relating thereto or associated therewith, (ii) all improvements, buildings, and fixtures, if any, situated thereon, (iii) all permits, approvals, authorizations, and licenses relating to or affecting any such property which Purchaser approves, but only to the extent applicable to the Property, (iv) all right, title, and interest of Seller in any street, road, alley, or avenue adjoining such property to the center line thereof, (v) all of Seller's right, title, and interest in any strip, hiatus, gore, gap, or boundary adjustment area adjoining or affecting such property, and (vi) all riparian and other water rights relating to such property and all right, title, or interest of Seller in any body of water situated on, under, or adjacent to such property (hereinafter sometimes collectively referred to as the "Property").

This Agreement for the Conveyance of Real Property (the "Agreement") is executed upon the following terms and conditions:

1. **Consideration.**

(a) The Parties understand and acknowledge that there are buildings and improvements on the Property that were previously utilized for hospital facilities, but which have been vacant for several years and will require certain rehabilitation and improvements to be utilized by Purchaser for the purposes set forth herein. The consideration to Seller for conveyance of the Property by Seller to Purchaser shall be the agreement of Purchaser to rehabilitate and improve the buildings and improvements on the Property (the "Buildings") and to utilize the Buildings and Property to operate Healthcare programs (the "Programs") on the Property as set forth in attached **Exhibit B**.

(b) As further consideration to Seller for the conveyance of the Property to Purchaser, Purchaser agrees to accept title to the Property subject to the deed restrictions, use requirements, and reverter clause set forth in attached **Exhibit C**.

2. **Boundary Survey.** Purchaser shall, at its expense, cause a boundary survey (the "Survey") of the Property to be prepared within sixty (60) days after the date of this Agreement. The Survey shall be currently dated; shall show, among other things, the location on the Property of all improvements, fences, evidences of abandoned fences, easements, roads, and rights-of-way; shall identify all roads, easements, and rights-of-way, and in the case of those created by recorded

instruments, shall give the recording information for such instruments; shall show thereon a legal description of the boundaries of the Property by metes and bounds or other appropriate legal description; and shall include the number of gross acres and/or square feet within the Property. The surveyor who prepares the Survey shall certify it to Seller, Purchaser, the Title Company, and Dinsmore & Shohl, LLP. Any matters revealed by the survey shall be considered title objections and treated pursuant to the provisions of Section 4 below.

3. Title Report. Within twenty (20) days after the date of this Agreement, Purchaser, at Purchaser's sole cost and expense, shall cause a title company selected by Purchaser (the "Title Company") to issue a title insurance commitment ("Title Commitment") covering the Property and any easements (such as access, off site drainage, or retention easements) required for the development of the Property in the reasonable opinion of Purchaser. The Title Commitment shall set forth the state of title to the Property together with all exceptions or conditions to such title, including, but not limited to, all easements, restrictions, rights-of-way, covenants, reservations, and all other encumbrances affecting the Property which would appear in an owner's policy of title insurance if issued.

4. Review of Survey and Title Report. Purchaser shall have a period of thirty (30) days after receipt of the last of the Survey and the Title Commitment and the documents referred to therein as conditions, exceptions, or reservations to title to the Property (but in no event longer than the Feasibility Period described in Section 7 below), to review such items, and to deliver in writing such objections as Purchaser may have to anything contained or set forth in the documents or in the Title Commitment. If no written objections are delivered by Purchaser to Seller within said period, the Title Commitment shall be deemed to be approved by Purchaser. Any such items to which Purchaser does not object in its written notice to Seller within such period may appear as exceptions in the owner's policy of title insurance and in the special warranty deed described in Section 9(a)(i). If, in the opinion of Purchaser, there are defects in the title or survey which render title unmarketable or uninsurable, Purchaser shall use its good faith efforts to cure such defects and Seller shall provide reasonable cooperation to Purchaser in Purchaser's efforts to cure such title defects. Seller shall satisfy any liens on the Property which can be cleared by the payment of money, other than liens created by Purchaser. If Purchaser, with the cooperation of Seller, is unable to cure any other defects after exercising commercially reasonable efforts, then either (i) Purchaser may accept title as it appears with such defects, or (ii) Purchaser may terminate this Agreement by giving written notice to Seller within ten (10) days of Seller's election not to cure said defects. If, by giving written notice as provided in this paragraph, Purchaser elects to terminate this Agreement, Purchaser shall have as its sole remedy the termination of this Agreement and all rights and obligations of the parties hereunder shall terminate and be null and void.

It shall be a condition to Purchaser's obligation to proceed with Closing that between the expiration of the Feasibility Period and the date of Closing, no new survey or title matter not approved or deemed approved by Purchaser pursuant to this Section 4 shall have arisen and which materially adversely affects the title to the Property or the use thereof, unless the same is either (i) caused by or through the acts or omissions of Purchaser or its agents, invitees, or contractors, (ii) discharged or endorsed over to Purchaser's reasonable satisfaction in Purchaser's title policy at Closing; or (iii) consented to or agreed to by Purchaser in writing pursuant to the terms of this Agreement. Purchaser shall notify Seller within ten (10) days after Purchaser becomes aware of

any such new title or survey matter to which Purchaser objects, and if Purchaser does not notify Seller of any objection within such ten (10) day period, Purchaser shall be deemed to have waived any such objection and shall proceed to Closing. If Purchaser properly and timely notifies Seller of any new title or survey matter to which Purchaser objects, then Purchaser shall use its commercially reasonable efforts to cure such defects. If Purchaser is unable or elects not to cure such objection, then Purchaser's sole rights shall be to either terminate this Agreement prior to Closing or waive the objection and proceed to Closing without reduction in the Purchase Price.

5. Seller's Warranties and Representations. Seller warrants and represents to Purchaser, to the best of its actual knowledge, the following:

(a) The parties executing this Agreement and the documents described herein on behalf of Seller have, and at the time of execution of such documents, shall have, the authority to bind Seller in accordance with the terms hereof and of such documents;

(b) The execution, delivery, and performance by Seller of the terms of this Agreement has been duly authorized by all necessary action and does not conflict with any agreement to which Seller is bound or is a party, or require the consent of any party, or constitute a breach of any law, regulation, order, judgment, writ, injunction, or decree of any court or governmental instrumentality;

(c) With respect to Seller's entry into this Agreement, performance of this Agreement, and conveyance of the Property to Purchaser as provided for herein, Seller has fully complied with all obligations and requirements of all applicable statutes, laws, rules, and regulations, including, without limitation Chapter 2005-315, Laws of Florida, and Florida Statutes Section 155.40, to the extent applicable.

(d) There are no judgments outstanding against Seller or petitions, suits, claims, causes of actions, or moratoria or any other proceedings pending or to Seller's knowledge threatened against Seller before any court or other governmental, administrative, regulatory, adjudicatory, or arbitrational body of any kind, which if decided adversely to the Seller would adversely affect Seller's ability to perform the obligations of this Agreement;

(e) There are no adverse or other parties in possession of the Property, or of any part thereof, other than Seller; and no party has been granted any license, lease, or other right relating to the use or possession of the Property, or any part thereon;

(f) To the best knowledge and belief of Seller, no facts or conditions currently exist which could result in the termination of the current access from the Property to any presently existing highway and roads adjoining or situated on the Property, or to any existing sewer or other utility facilities servicing, adjoining, or situated on the Property;

(g) The Property is currently zoned to permit the uses of the Property described on attached Exhibit B pursuant to the zoning regulations of Columbia County, Florida and the City of Lake City, Florida. Seller has no knowledge of any pending or contemplated change in the status of the zoning of the Property, nor of any pending or contemplated special assessments relating to or binding on the Property;

(h) There is no pending, or to the best knowledge and belief of Seller, threatened litigation or governmental action which could adversely affect the right of Seller to sell the Property or have a materially adverse effect on the title to the Property;

(i) Seller has received no notice from any governmental authority of the existence of any violation or potential violation of any environmental statute, rule, or regulation with respect to the Property, and to the best of Seller's information, knowledge and belief, no grounds exist therefore;

(j) The parties executing this Agreement and the documents described herein on behalf of Seller have, and at the time of execution of such documents, shall have, the authority to bind Seller in accordance with the terms hereof and of such documents. Seller is a non-foreign entity and will sign an affidavit to that effect at closing; as well as such other closing documents (including without limitation an owner's affidavit) in form and substance as Purchaser shall reasonably require to consummate the closing contemplated herein;

(k) Seller has made no commitments to any governmental authority, utility company, school board, church, or other religious body or any property or homeowner's association, or to any other organization, group, or individual, relating to the Property which would impose an obligation upon Purchaser or its successors or assigns to make any contribution or dedications of money or land or to construct, install, or maintain any improvements of a public or private nature on or off the Property, except as specifically set forth herein; and

(l) Seller has no knowledge of any archeological, anthropological, or historical finds, or sites or any endangered or threatened species in, on or about the Property.

6. Purchaser's Representations and Warranties. Purchaser warrants and represents to Seller the following:

(a) The parties executing this Agreement and the documents described herein on behalf of Purchaser have, and at the time of execution of such documents, shall have, the authority to bind Purchaser in accordance with the terms hereof and of such documents;

(b) The execution, delivery, and performance by Purchaser of the terms of this Agreement has been duly authorized by all necessary action and does not conflict with any agreement to which Purchaser is bound or is a party, or require the consent of any party, or constitute a breach of any law, regulation, order, judgment, writ, injunction, or decree of any court or governmental instrumentality; and

(c) There are no judgments outstanding against Purchaser or petitions, suits, claims, causes of actions, or moratoria or any other proceedings pending or threatened against Purchaser before any court or other governmental, administrative, regulatory, adjudicatory, or arbitrational body of any kind, which if decided adversely to the Purchaser would adversely affect Purchaser's ability to perform the obligations of the Agreement.

7. Purchaser's Investigation. It is understood that as of the date of this Agreement Purchaser has not made a sufficient examination of the conditions and requirements involved in the proposed ownership and potential development of the Property to determine whether such development is economically feasible. Seller and Purchaser agree that Purchaser will proceed with an evaluation of the Property and an evaluation of the economic feasibility of proceeding with its use and development. From and after the date hereof during the term of this Agreement, Purchaser and its agents and representatives shall be entitled to enter upon the Property for inspection, soil tests, examination, land use planning, and such other matters and investigations as Purchaser deems necessary and appropriate in Purchaser's sole judgment, all at Purchaser's sole cost and expense. Purchaser will coordinate its activities with the designated representative of Seller. Purchaser agrees that it will be covered by not less than \$1,000,000 commercial general liability insurance, insuring all activity and conduct of such person while exercising such right of access, issued by a licensed insurance company qualified to do business in the State in which the Property is located and otherwise reasonably acceptable to Seller. Purchaser will seek to add Seller as an additional insured on its liability insurance policy. Purchaser hereby covenants and agrees to indemnify and hold harmless the Seller from any and all loss, liability, costs, claims, demands, damages, actions, causes of action, and suits arising out of or in any manner related to the exercise by Purchaser of Purchaser's right of entry under this Section 7, except to the extent that any such loss, liability, costs, claims, demands, damages, actions, causes of action, or suits relate solely to the discovery of a pre-existing condition on the Property or are caused by the Seller's gross negligence or willful misconduct. The foregoing indemnity shall survive the closing of this transaction or any termination of this Agreement.

Notwithstanding any other provision of this Agreement, Purchaser shall have sixty (60) days from the Effective Date of this Agreement (as defined below) to review and examine the Property and the cost of development (the "Feasibility Period"). At any time prior to the expiration of the Feasibility Period, Purchaser may terminate this Agreement if, in its sole discretion, Purchaser determines that the Property or its development is not acceptable to Purchaser. Purchaser may terminate this Agreement by delivering written notice thereof to Seller within the time period provided, whereupon neither party shall have any further obligation or liability to the other under this Agreement except for those provisions which specifically survive the termination of this Agreement.

Within five (5) days from the Effective Date of this Agreement, Seller shall provide Purchaser with copies of any surveys, environmental audits, engineering studies, plats, site plans, development plans, and other similar documents, if any, in Seller's possession, custody, or control which will aid Purchaser in its investigation of the Property.

8. Conditions Precedent.

(a) The obligation of Purchaser under this Agreement to purchase the Property is subject to the fulfillment or waiver by Purchaser of the following:

(i) delivery by Seller of a special warranty deed duly executed and acknowledged conveying title to the Property to Purchaser and a bill of sale conveying the personal property to Purchaser all in a form reasonably acceptable to Purchaser;

(ii) Purchaser shall have approved the status of title to the Property in accordance with Section 4 and the Title Company shall be in a position to issue the Owner's Title Insurance Policy;

(iii) the representations and warranties of Seller set forth in Section 5 shall be true and correct as of the Closing Date and Seller shall sign a certificate to that effect at Closing;

(iv) Purchaser shall have approved the Property based upon its inspection and investigation pursuant to Section 7 hereof, provided that the matters set forth in Section 7 will be waived unless objected to within the Feasibility Period set forth in Section 7; and

(vi) execution by Seller of such documents as are reasonably required by Purchaser or its counsel to properly consummate this closing.

(b) The obligation of Seller under this Agreement to sell the Property is subject to the fulfillment or waiver by Seller of the following:

(i) the representations and warranties of Purchaser set forth in Section 6 shall be true and correct as of the Closing Date and Purchaser shall sign a certificate to that effect at Closing; and

(ii) execution by Purchaser of such documents as are reasonably required by Seller or its counsel to properly consummate this Closing.

9. Time, Place, and Expenses of Closing.

(a) The closing hereunder shall take place within fifteen (15) days after the expiration of the Feasibility Period as described in Section 7 above, as the same may be extended, in the offices of Seller at 259 NE Franklin Street, Suite 102, Lake City, Florida 32055, or at such other place as may be designated by the parties in writing, provided that the Seller may extend the Closing Date for a reasonable period as necessary to comply with the Seller's meeting requirements. The date of closing is referred to herein as the "Closing Date".

(b) Purchaser shall pay for the cost to record curative instruments, the cost of issuing the owner's title policy including the premium therefor, and the documentary stamps on the deed. Purchaser shall pay to record the deed and for all expenses related to any mortgage or other financing obtained by Purchaser. Except as otherwise specifically provided in this Agreement, all other costs, fees, and expenses in connection with the transaction contemplated by this Agreement, other than the legal fees of each party's counsel in negotiating, preparing, and closing this Agreement which shall be paid by each respective party, shall be prorated in accordance with the accepted custom in Columbia County, Florida.

(c) Both parties agree to execute and deliver at closing such other documents and certificates as may be reasonably required by the parties' counsel to properly consummate this transaction.

10. Termination; Default; Remedies.

(a) In the event this Agreement is terminated pursuant to the terms hereof, the parties shall have no further obligations one to the other.

(b) If Seller shall fail to consummate this Agreement for any reason except Purchaser's default or the termination of this Agreement pursuant to this Agreement, Purchaser may enforce specific performance of this Agreement.

(c) If Purchaser fails to consummate the purchase of the Property pursuant to this Agreement, unless Purchaser has terminated this Agreement pursuant to the provisions of this Agreement, Seller shall be entitled to terminate this Agreement and the parties hereto will have no further rights duties or obligations to the other as a result of this Agreement. Seller hereby waives all other remedies, including specific performance.

(d) In the event of a default hereunder, except for a failure to close on the Closing Date for which there is no notice and cure period, the non-defaulting party shall give the defaulting party notice of such default, specifying in reasonable detail the nature of the default. Thereafter, the defaulting party shall use its best efforts to cure the default. Each party agrees to reasonably cooperate with the other to cure any default within the aforesaid cure period.

11. Risk of Loss. All risk of casualty loss or of condemnation of the Property or any improvements thereon, and the loss therefrom, prior to the Closing is assumed by Seller. In the event of any material casualty loss or condemnation that adversely affects Purchaser's proposed use of the Property, Purchaser may, at its option, to be exercised within thirty (30) days after receipt of notice of such casualty loss or condemnation, elect to either (i) terminate this Agreement by written notice to Seller and this Agreement shall thereafter be null and void, except for any obligations of Purchaser that expressly survive such termination, or (ii) close the transaction in which case Purchaser shall be entitled to all insurance or condemnation proceeds, other than those proceeds available to Seller for business and relocation damages which do not diminish the award for the value of the Property. In the event that Purchaser fails to give timely written notice of its election in the immediately preceding sentence, Purchaser shall be deemed to have elected option (i).

12. Notices. All notices, demands, and requests and other communications required or permitted hereunder shall be in writing, and shall be deemed to be delivered, when received, if delivered in person or by electronic mail, or whether actually received or not one (1) business day after the deposit thereof with a nationally recognized overnight carrier addressed to the parties at the following addresses:

Seller:
Lake Shore Hospital Authority
259 NE Franklin Street, Suite 102

Lake City, FL 32055
Attn: Dale Williams, Executive Director
Email: dale@lakeshoreha.org

With a copy to:

Todd Kennon, Esq.
Robinson, Kennon & Kendron
582 West Duval Street
Lake City, FL 32055
Email: tjkk@rkkattorneys.com

Purchaser:

Meridian Behavioral Healthcare, Inc.
4300 SW 13th Street
Gainesville, Florida 32608-4006
Attn: Lauren Cohn
Email: lauren_cohn@MBHCI.org

With a copy to:

Thomas R. Harbert, Esq.
Dinsmore & Shohl, LLP 225 E. Robinson Street, Suite 600
Orlando, Florida 32801
Email: Thomas.Harbert@dinsmore.com

13. Complete Agreement. This Agreement embodies the complete agreement between the parties hereto and cannot be varied or terminated except by the written agreement of the parties.

14. Expiration. This Agreement shall be of no force or effect unless it is executed by duly authorized representatives of both Purchaser and Seller on or before 5:00 p.m. on _____, 2025.

15. Parties Bound. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser, and their respective heirs, personal representatives, successors, and assigns. Purchaser may not assign its rights under this Agreement without the prior written consent of Seller, which consent will not be unreasonably withheld; provided however, Purchaser may, prior to the closing, assign its rights and obligations under this Agreement to an affiliate of Purchaser, and may convey the Property to an affiliate provided that the assignment of this Agreement by Purchaser to an affiliate of Purchaser shall not release Purchaser from any of its rights or obligations under this Agreement nor shall it release or modify any of the provisions of Exhibits B and C to this Agreement, including without limitation the reverter clause referenced in Exhibit C. In that event, Purchaser shall provide Seller with prior written notice of such assignment to Seller and, as set forth above, Purchaser shall remain liable for all of the obligations of Purchaser under this Agreement. Seller shall have the right to assign its rights and obligations hereunder to any successor governmental entity that is the successor to Seller in the ownership of the Property and may assign its rights to enforce the provisions of Exhibits B and C to any successor entity, including without limitation, the Board of County Commissioners of Columbia County, Florida.

16. Survival of Representations and Warranties. The representations and warranties of the parties set forth in this Agreement shall survive the Closing.

17. Commissions. Purchaser and Seller each represent, warrant, and covenant to the other that they have not entered into any agreement, incurred any obligation, or know of any facts which might result in an obligation for any party to pay a sales or brokerage commission or finder's fee for this transaction. Each party hereby indemnifies and agrees to hold the other harmless for any loss, cost, liability, or expense (including, without limitation, reasonable attorneys' fees) incurred by such party as a result of a breach of this section. For the avoidance of doubt, if any party owes a sales or brokerage commission, the party owing any such commission shall be solely responsible for payment of such commission.

18. Attorneys' Fees. In the event of any litigation between the parties to enforce any provision or right under this Agreement, each party shall bear its own costs and expenses of such litigation, expressly including, but not limited to, reasonable attorneys' fees incurred by such party in connection with the litigation, including without limitation attorneys' fees in bankruptcy court or any appellate court.

19. Time. Time is of the essence of this Agreement.

20. Dates. If the final day of a period or date of performance under this Agreement falls on a Saturday, Sunday, or legal holiday, then the final day of the period or the date of performance shall be deemed to fall on the next day which is not a Saturday, Sunday, or legal holiday.

21. Counterparts/Facsimile or Electronic Signatures. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic signatures may be accepted as originals.

22. Governing Law. This Agreement is to be governed by and construed in accordance with the laws of the State of Florida. Venue of any action to enforce this Agreement shall be in the appropriate State court of competent jurisdiction in Columbia County, Florida.

23. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN CONNECTION WITH ANY ACTION OR PROCEEDING INSTITUTED UNDER OR RELATING TO THIS AGREEMENT, OR ANY OTHER DOCUMENT EXECUTED PURSUANT HERETO, OR IN CONNECTION WITH ANY COUNTERCLAIM RESULTING FROM ANY SUCH ACTION OR PROCEEDING.

24. Effective Date of Agreement. The Effective Date of this Agreement for all purposes shall be the date when the last one of Seller and Purchaser has executed same.

25. Parties' Approval and Disapprovals. Each Party's right to approve or disapprove matters pursuant to the terms and provisions of this Agreement shall be in the sole discretion of such Party.

B-10

26. Radon Gas Notification. In accordance with the requirements of Florida Statutes §404.056(5) the following notice is hereby given:

“RADON GAS: 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.”

27. Severability; No Waiver; Interpretation; Further Assurances. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and neuter and vice versa. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement and any related instruments shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts were made and prepared by counsel for one of the parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the parties hereto and that both parties hereto have contributed substantially and materially to the final preparation of this Agreement and all related instruments. In addition to the obligations required to be performed hereunder by Seller and Purchaser at Closing, Seller and Purchaser shall perform such other acts, and execute, acknowledge, and deliver subsequent to Closing such other instruments, documents, and other materials as the other may reasonably request in order to effectuate the consummation of the transactions contemplated herein.

28. As-Is. Purchaser is buying the Property “As-Is”.

29. Transfer of Entitlements and Development Rights. To the extent transferrable by Seller, and approved by the applicable agency to the extent such approval is required, Seller agrees to transfer, assign, and convey to Purchaser at closing, at no additional cost or expense, all of Seller's right, title, and interest, if any, in any permits, authorizations, zoning approvals, vested rights agreements, concurrency reservation agreements, impact fee agreements, impact fee credits, entitlements, concurrency reservations, zoning densities, governmental or third-party approvals, or any other similar development rights relating to the Property but only to the extent applicable to the Property (the “Development Rights”).

30. Personal Property. Seller shall convey the personal property owned by Seller located on the Property to Purchaser at Closing for no additional consideration. The Personal Property shall be conveyed, assigned, and transferred to Purchaser “As-Is”, free and clear of any and all liens claims and encumbrances, by a bill of sale in form and substance reasonably

satisfactory to Purchaser. In addition, all assignable warranties relating to the Personal Property, if any, shall also be assigned to Purchaser at Closing.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESSES WHEREOF, the parties have executed this document on the dates written below.

SELLER:

**LAKE SHORE HOSPITAL
AUTHORITY OF COLUMBIA
COUNTY, FLORIDA**

By: _____
Print Name: _____
Title: _____

Date Executed: _____, 2025

PURCHASER:

**MERIDIAN BEHAVIORAL
HEALTHCARE, INC.**

By: _____
Print Name: _____
Title: _____

Date Executed: _____, 2025

EXHIBIT A

(Property)

[Property description to be inserted]

Parcels as defined by Property Appraisers office:

00-00-00-11789-000 – Hospital Property, less and except East ½ of the parking lot north of the 2-Story Women’s Center (south of Franklin Street); the parking lot north of Franklin Street, south of Leon Street, and east of the LSHA Administration Building; and the Maintenance Building located on the NE corner of the LSHA Campus (proposed for lease to Columbia EMS)

00-00-00-11793-000 – tiny parcel north east of hospital building

00-00-00-11794-000 – other tiny parcel north east of hospital building

32-3S-17-13122-000 – parcel south east of hospital (part of hospital grounds)

32-3S-17-13123-000 – parcel with helipad, south east of hospital building

Commented [ED1]: Subject to discussion and finalization.
Formatted: Justified

EXHIBIT B

I. Purchaser shall initiate and complete the following rehabilitation and improvements to the Buildings:

- a. Conduct such work on the envelopes (roofs and walls) of the Buildings necessary for the Purchaser to obtain a Columbia County Building Department and City of Lake City, Florida Certificate of Occupancy ("CO"), if needed, and Florida Agency for Healthcare Administration ("AHCA") and Florida Department of Children and Families ("DCF") licenses (the "Licenses") necessary to operate the Programs on the Property.
- b. Conduct such work on the Buildings' systems (including without limitation HVAC, Electrical and Generators, Network and Phones, Water/Sewage, Elevators, Kitchen—Patient Food Services) necessary for the Purchaser to obtain a CO and Licenses referred to above in Section I.a above.
- c. Purchaser shall use its best efforts to complete the foregoing rehabilitation and improvements to the Buildings within three (3) years after the Closing Date, subject to Item IV below.

II. As soon as practical after receipt of the CO and required Licenses, and in accordance with the provisions of Item III below and subject to Item IV below, Purchaser shall commence operation of the following Programs on the Property:

- a. Primary Care or Federally Qualified Health Center ("FQHC") Program (either directly by Purchaser or under contract with another provider).
- b. Inpatient Crisis/Emergency Program, referred to above in Section I.a.
- c. Crisis Stabilization Unit for Children and Adults.
- d. Inpatient Psychiatric Beds (with the number of beds subject to funding).

III. The following requirements shall apply with respect to the Property:

- a. Purchaser shall operate a twenty-four (24) hour, seven (7) days per week (24/7) security program on the Property.
- b. At such time as Purchaser commences operation of Programs on the Property, Purchaser shall operate a twenty-four (24) hour, seven (7) days per week (24/7) program for triage and screening walk-in assessments for efficient access to care.
- c. Purchaser shall use its best efforts to provide for coordinated discharge for individuals receiving care by Purchaser, to include transportation to home or other accommodations when needed, providing for discharge planners to assist in securing

placement and step down services and collaboration with caregivers and patient family members on transition plans, and to comply with all applicable court orders relating to the placement or discharge of individuals receiving care by Purchaser.

d. Purchaser shall not operate a State Hospital, defined as a mental health treatment facility owned and operated by the State of Florida, on the Property;

~~i. Purchaser shall not operate a State Hospital on the Property.~~

~~ii. Purchaser shall not provide the following services on the Property:~~

~~a. Medication Assisted Treatment;~~

~~b. Youth Residential Treatment;~~

~~e. Adult Residential facility; and~~

~~d. Outpatient treatment.~~

~~iii. Purchaser shall provide for twenty four (24) hour, seven (7) days per week (24/7) security on the Property.~~

~~iv. Purchaser shall provide for twenty four (24) hour, seven (7) days per week (24/7) triage and screening walk-in assessments for efficient access to care.~~

~~v. Provide for coordinated discharge for individuals receiving care by Purchaser, to include transportation to home or permanent living when needed, providing for discharge planners to assist in securing placement and step down services and collaboration with caregivers and patient family members on transition plan(s).~~

~~vi. All of the representations and conditions of this Section shall survive the closing of this transaction and shall at all times be enforceable by Seller.~~

e. Purchaser shall not operate an outpatient Medication Assisted Treatment Program on the Property;

f. Purchaser shall not relocate to or operate on the Property the long-term Adult Residential Treatment Facility now located at Williams Manor;

g. Purchaser shall not relocate to or operate on the Property the traditional addictions outpatient counseling program currently housed at the Meridian Lake City Campus (439 SW Michigan Avenue, Lake City, FL); and

h. Purchaser shall not operate a Youth Residential Treatment Program on the Property.

All of the representations and conditions of this Exhibit B, Section III shall survive the closing of this transaction and shall at all times be enforceable by Seller, provided that, in the event

that Seller contends that Purchaser is in violation of any of such representations and conditions, Seller shall so notify Purchaser in writing, specifying any violations of such representations and conditions, and Purchaser shall have a period of thirty (30) days to correct any such violations specified by Seller.

IV. Purchaser anticipates commencing Primary Care/FQHC operations during the period between two (2) and four (4) years after the Closing Date, and commencing the Inpatient Crisis/Emergency Program, operation of the Crisis Stabilization Unit for Children and Adults, and operation of Inpatient Psychiatric Beds during the period between two (2) and five (5) years after the Closing Date. The opening and operation of each of these Programs is contingent on available funding, including applicable Program grants.

V. The anticipated completion date of the rehabilitation and improvement of the Buildings as described above, and the commencement date of each of the foregoing Programs, is subject to modification by Purchaser in its reasonable discretion in the event that there are significant unexpected deficiencies in the Buildings that delay the completion of the rehabilitation and improvements of the Buildings. In addition, the anticipated completion date of the rehabilitation and improvement of the Buildings as described above, and the commencement date of each of the foregoing Programs, is subject to modification by Purchaser in its reasonable discretion in the event that there are circumstances beyond Purchaser's reasonable control, including, but not limited to, labor disputes; acts of God; inability to obtain labor or materials; accidents; future law, regulation, ordinance, or requirements of any governmental or regulatory agency; epidemics; pandemics; or any other event which is beyond Purchaser's reasonable control.

VI. Force Majeure. Neither Party will be responsible for any failure or delay in its performance under this Agreement if such failure or delay is the result of any of the following (each, a "Force Majeure Event"): labor dispute; act of God; inability to obtain labor or materials; accident; future law, regulation, ordinance, or requirement of any governmental or regulatory agency; epidemic; pandemic; or any other event which is beyond its reasonable control. Notwithstanding the foregoing, a Force Majeure Event does not include economic hardship, reduction in reimbursement, changes in market conditions, or insufficiency of funds. This Section shall not, however, release such Party from using its reasonable efforts to avoid or remove such cause and such Party shall resume performance hereunder with the utmost dispatch whenever such cause is removed. This Section shall survive termination or expiration of this Agreement.

EXHIBIT C

DEED RESTRICTIONS AND REVERTER CLAUSE

I. Deed Restrictions. The Deed from the Seller to the Purchaser conveying the Property will contain provisions restricting the use of the Property to behavioral health and other health care purposes, along with related and ancillary uses in support of the delivery of behavioral health and other health care, including, without limitation, administrative offices, engineering and support services, insurance services, business offices, gift shops, patient transportation facilities, dining facilities, and other similar facilities and uses typically found on health care facility campuses ("Deed Restrictions").

II. Use Requirements. The Deed conveying the Property from Seller to Purchaser will contain provisions requiring the Programs described in Exhibit B.II to be operated on the Property within the time lines established in Exhibit B, as those time lines may be extended as provided in Exhibit B ("Use Restrictions"). The Use Restrictions shall be enforceable by Seller by action for specific performance and other applicable equitable relief.

III. Reverter Clause. The Deed conveying the Property from Seller to Purchaser will contain a reverter clause with the following provisions. In the event that the Property is used in violation of the Deed Restrictions set forth in Item I above, Seller shall provide written notice to Purchaser of the violation by Purchaser of the Deed Restrictions. Upon receipt of such written notice, Purchaser shall have one (1) year to correct the violation of the Deed Restrictions. If Purchaser fails to correct the specified violation within such one (1) year period, title to the Property shall revert to Seller and Seller shall have the right of re-entry to the Property.

IV. Duration. The duration of the Deed Restrictions, Use Requirements, and Reverter Clause set forth above shall be thirty (30) years from the Closing Date. As clarification, the Deed restrictions, use requirements, and reverter clause set forth above shall not expire in twenty-one (21) years from the date of the deed.

V. Lender Rights. In the event that the Property shall be subject to a mortgage or other security interest, the written notice to be provided by Seller to Purchaser as set forth in Item III above shall also be provided to the lender holding a mortgage or security interest in the Property, and such Lender shall have the right, but not the obligation, to cure any violation of the Deed Restrictions and Use Requirements. In the event of foreclosure of any mortgage or security interest on the Property, the lender or party acquiring the Property in such foreclosure shall have a period of one (1) year after acquiring title to the Property within which to correct the specified violation of the Deed Restrictions or Use Requirements.

VI. Assignment of Seller's Rights. Seller shall have the right to assign its rights to enforce the Deed Restrictions and Use Requirements, and its reverter rights hereunder, to any successor governmental entity, including, without limitation, the Columbia County Board of County Commissioners or any successor or district or authority.

B-1B

PROFESSIONAL SERVICES

This Agreement (the "Agreement") is entered into on the ____ day of _____, 2025⁴ by and between the Lake Shore Hospital Authority (hereinafter referred to as "LSHA") and Trenton Medical Center, Inc., a Florida not for profit corporation d/b/a Palms Medical Group (hereinafter referred to as "PALMS").

RECITALS

The Lake Shore Hospital Authority is an independent special district of Florida, currently operating under Chapter 2005-315, of the Laws of Florida.

PALMS is a Florida not for profit organization and 501(c)(3) organization that has been designated as a Federally Qualified Health Center that specializes in the delivery of primary health care services to individuals in its approved service area.

LSHA desires to make primary care health services available to LSHA enrollees as well as other individuals in underserved areas of Columbia County, which includes the PALMS service area;

As allowed by its enabling legislation, LSHA intends to establish a primary healthcare center by renovating one of its vacant buildings on the former Lake Shore Hospital campus, and utilizing the services of PALMS to operate this renovated facility on a contractual basis.

The Parties Agree as follows:

1. Term.

This Agreement shall govern the relationship of the parties for an initial five (5) year periods and shall take effect on _____. It is anticipated that the Agreement shall continue beyond the initial term and therefore ~~shall automatically renew for successive two (2) year terms thereafter, unless otherwise terminated or amended, as provided herein.~~ may be renewed by the parties for additional two (2) year terms, by mutual written consent of the parties thereafter, unless otherwise terminated or amended, as provided herein.

2. Obligations of PALMS.

- a. PALMS will apply to the Health Resources and Services Administration ("HRSA"), to open a new site at the ~~LHS~~LSHA location set forth herein and more fully described in Exhibit B to this Agreement. Once approved the new site will be included in PALMS approved scope of project thereby allowing the provision of services under this Agreement.

- b. PALMS will utilize its specialized expertise and experience in establishing health clinics to develop plans, probable cost and “bid ready” documents for the renovation of the LSHA- owned “P.T. Building” into a first-class health care facility. A floorplan schematic of the proposed facility is attached to this Agreement. LSHA will exercise overall responsibility and owner supervision for this project phase. PALMS will be paid a fixed fee and work with LSHA and the contractor to determine the set timeframe for this project phase.
- c. PALMS will assist in the bidding, contractor selection, and contract management of the construction phase of the project. LSHA will maintain overall responsibility for this project phase, including selection of contractor and making payments to the contractor and engineers. PALMS will be paid a \$40,000 fee for this project phase.
- d. PALMS will identify the equipment and furnishings needed to initially operate the health clinical facility and prepare appropriate procurement documents in compliance with the LSHA purchasing policies. LSHA will transact the purchasing function and directly pay for the equipment and furnishings purchased.
- e. PALMS will provide the primary care health services set forth in Exhibit A to this Agreement. The primary care health services shall be provided by PALMS employees and/or independent contractors.

3. Obligations of LSHA.

- a. LSHA shall collaborate with PALMS to coordinate the provision of services set forth in Exhibit A. ~~LHSALSHA~~ agrees that PALMS shall be the exclusive provider for primary health care services for ~~LHSALSHA~~.
- b. LSHA shall provide PALMS with access to a facility to provide primary care health services, as well as appropriate equipment and furnishings to operate a primary health care facility. The facility, the equipment, and furnishings are more fully described in Exhibit B.

4. Patient Billing and Services for Compensation.

LSHA provides its authorized patients with health care coverage in accordance with LSHA’s health care plan. LSHA seeks to make available to LSHA Patients and other individuals in Columbia County a facility to give underserved and other patients access to

quality primary health care. LSHA shall agree to compensate PALMS for the services provided under this Agreement pursuant to the compensation methodology set forth in Exhibit C to this Agreement. LSHA agrees and acknowledges PALMS may bill applicable third-party payors for patient care services for any individual that is not covered by LSHA's health plan. Individuals that do not have third-party coverage and who are not covered by LSHA's health plan shall be treated as self-pay patients. All self-pay patients shall be afforded the opportunity to apply for PALMS sliding-fee discount if eligible.

5. Independent Contractor.

The parties intend to create an independent contractor relationship, and it is of the essence of this Agreement that PALMS is an independent contractor for all purposes, including tax purposes. Any contrary final determination by a board, administrative proceeding, or court of competent jurisdiction shall entitle the parties to amend this Agreement in any way necessary to establish and maintain an independent contractor relationship. In the event such amendment is not possible, this Agreement may be terminated by either party. Neither party to this Agreement has any authority to employ or retain any person on behalf of the other. Each shall have the exclusive right to select, engage, and fix the compensation of, discharge and to otherwise manage, supervise and control any persons hired by them, and shall be responsible for all obligations and discharge all liabilities imposed under labor, wage hour, workers' compensation, unemployment compensation or insurance, Social Security and other federal, state and municipal laws and regulations. PALMS agrees that it will not be treated by LSHA as an employee, and that it is solely responsible for any tax liability relating to its business, including payment of federal income taxes, self-employment taxes and payroll taxes, as required.

6. Professional Services.

PALMS expressly warrants, represents and acknowledges that its employees and contractors providing services under this Agreement are duly licensed, as may be required, in the State of Florida to provide the services contemplated in this Agreement. PALMS further warrants, represents and acknowledges that its employees shall perform all professional medical services provided to employees of LSHA consistent with the requirements of their respective license and shall perform all services with respect to the diagnoses and treatment of patients in such manner as they, in the independent exercise of medical judgment, deem to be in the best interest of the patients.

7. Liability and Insurance.

- a. PALMS has been "deemed" as an employee of the Federal Government pursuant to the Federally Supported Health Centers Assistance Act of 1995 (Pub. L. 104-73). As such, all of the PALMS's employees, as well as PALMS itself, has been afforded protection under the Federal Tort Claims Act for all claims relating to personal injury, including death, resulting from the performance of medical treatment to the patients under the terms of this Agreement. Such coverage may not be extended to the LSHA. In the event that

Federal Tort Claims Act coverage is not available for the services provided under this Agreement, PALMS maintains and shall maintain professional liability coverage in at least the minimum amounts required by law to supplement any Federal Tort Claims Act coverage denials.

- b. The parties agree to maintain all appropriate insurance or other form of financial responsibility coverage as may be required by law. The parties agree to accept and to be responsible for their own acts or omissions as well as those of its employees, and nothing in this agreement should be interpreted or construed to place any such responsibility onto the other parties.

8. Termination.

8.1 Termination without Cause.

Either party may terminate this Agreement, without cause, upon 360 (360) days written notice, at any time during this Agreement, or if funding is not available.

8.2 Termination for Cause.

- a. The Agreement may be terminated in the event that either party fails to observe, perform or otherwise defaults or breaches any material covenants, agreements or obligations under this Agreement and such failure continues for a period of thirty (30) days after receipt by the other party of notice thereof.
- b. The Agreement may be terminated should legal counsel for either party reasonably conclude that any portion of or provision in this Agreement is or may be in violation of any federal, state or local law, regulation or ordinance, unless ~~that~~the parties are able to agree to such modifications of the Agreement as may be necessary to establish compliance with such law, regulation or ordinance.

9. Waiver.

The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such party.

10. Notices.

Any notices permitted or required under this Agreement shall be deemed given upon the date of personal delivery or two business days after the date of deposit in the United States mail, postage fully prepaid, return receipt requested, addressed to LSHA at:

Mr. Dale Williams
Executive Director
Lake Shore Hospital Authority
259 NE Franklin Street, Suite 102
Lake City, Florida 32055

addressed to the PALMS at:

Palms Medical Group
c/o Anita H. Rembert, CEO
23343 NW County Rd. 236
High Springs, FL 32643

or at any other address as any party may, from time to time, designate by notice given in compliance with this Section.

11. Law Governing.

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

The parties expressly agree that the venue of any and all litigation between them as a result of this Agreement, or in any way connected with this Agreement, shall be exclusively in the State Courts of competent jurisdiction in Columbia County, Florida, and that the parties hereto expressly waive trial by jury of all issues so triable.

12. Entire Agreement.

This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this or any prior Agreement between the parties. This Agreement may be subsequently modified only by a writing signed by the parties to this Agreement, except as may be otherwise expressly provided in this Agreement.

13. Agreement Binding.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

14. Attorney Fees.

In the event ~~an arbitration~~, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorney's fees to be fixed by the ~~arbitrator~~, trial court, and/or appellate court.

15. Presumption.

This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

16. Fraud and Abuse Compliance.

It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. By entering into this Agreement, the parties specifically intend to comply with all applicable laws, rules and regulations, including (i) the federal anti-kickback statute (42 U.S.C. 1320a-7(b)) and the related safe harbor regulations; and (ii) the Limitation on Certain Physician Referrals, also referred to as the "Stark Law" (42 U.S.C. 1395nn). Accordingly, no part of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business. In the event that any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the provision or provisions which are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire Agreement into compliance, either party may terminate this Agreement on thirty (30) days written notice to the other party.

17. Warranties by PALMS.

PALMS has warranted that; (a) None of its employees' license to practice as a licensed professional in the State of Florida, or in any other State, has ever been suspended or revoked at any time, unless and except as disclosed to LSHA in writing prior to executing this Agreement; and (b) PALMS has never taken any acts in violation of 42 U.S.C. section 1395nn (the Stark Law), Chapter 456.053, Florida Statutes (The Patient Self Referral Act), Chapter 456.054, Florida Statutes (anti-kickback prohibition), Chapter 817.505, Florida Statutes (prohibition against patient brokering), or the Federal anti-kickback statute, 42 U.S.C. 1320a-7(b) nor does PALMS know of any threatened or pending administrative or legal action by any governmental agency involving PALMS,

unless and except as disclosed to the LSHA in writing prior to the execution of this Agreement; ~~and~~ (c) PALMS and its licensed professionals have not been debarred, excluded, suspended or otherwise determined to be ineligible to participate in any Federal or state health care programs.

18. Public Records

PALMS acknowledges that all records not otherwise protected from disclosure by HIPAA, FERPA or other state or federal law, are public records pursuant to Chapter 119, Florida Statutes. In accordance with Section 119.0701, Florida Statutes, PALMS is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

- Keep and maintain public records required by LSHA to perform the services.
- Upon request from LSHA's custodian of public records, provide LSHA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the PALMS does not transfer the records to the LSHA.
- Upon completion of the contract, transfer, at no cost, to LSHA all public records in possession of PALMS or keep and maintain public records required by LSHA to perform the service. If PALMS transfers all public records to LSHA upon completion of the contract, PALMS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PALMS keeps and maintains public records upon completion of the contract, PALMS shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the ~~LSHA School Board~~, upon request of the ~~School Board's~~ LSHA's custodian of public records, in a format that is compatible with the information technology systems of the ~~School Board~~ LSHA.
- The failure of the PALMS to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the ~~School Board~~ LSHA.

IF PALMS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PALMS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

_____, or _____

19. E-Verify.

As applicable and as a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., the Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.
- b. The Authority, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- c. The Authority, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. A termination of this Contract under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the Authority for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the Authority as a result of termination of any contract for a violation of this section.

Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section

LSHA

PALMS

By: _____

By:

As its: _____

As its:

Date: _____

Date:

EXHIBIT A

SCOPE OF WORK – HEALTH CARE SERVICES

1. PALMS will provide the following services as the LSHA Facility to eligible LSHA Patients:
 - Complete primary Health Care for both Adults and children
 - Pediatrics
 - Well Baby Exams
 - Vaccinations for Children
 - Immunizations
 - Specialty Care Referral and Follow up
 - 24-hour Provider availability
 - Chronic Disease Management
 - Preventive Health Care
 - Referral Pharmacy
 - Hearing/Vision Testing
 - Family Planning (not including abortions)
 - Physical Exams
 - HIV Testing
 - X-ray Services upon successful hire of x-ray technician
 - Telehealth
 - Workers Comp
 - Pharmacy Services onsite by the end of Year 2
2. PALMS will ensure that clinical providers providing services to LSHA Patients are appropriately licensed to practice in Florida and are practicing within their approved scope of practice.
3. PALMS will ensure compliance with all applicable federal and state laws and regulations related to the provision of services under this Agreement.
4. PALMS will designate an individual who will serve as a primary liaison to the LSHA and coordinate the appropriate exchange of information between the parties.
5. PALMS will require its employees to undergo criminal background checks.
6. The ownership and right to control of all clinical records, test results and supporting documents prepared in connection with the delivery of services

under this Agreement will vest exclusively in PALMS. However, PALMS agrees that copies of such clinical records will be released to a patient, parent or legal guardian, as applicable, pursuant to a valid consent or to a third-party as provided by applicable federal or state law. The parties expressly agree that such clinical records will not be released to LSHA nor will LSHA have access to any of the contents of such clinical records.

7. The hours of operation of the office shall be established by PALMS, in consultation with LSHA, to meet the needs of LSHA Patients. The office will be open no less than 40 hours per week.

EXHIBIT B

Location of Services and Usage of Space

1. The primary care health services provided by PALMS under this Agreement shall be provided at the LSHA facility located at _____ and more specifically described in the clinical space diagram attached to this Exhibit B as Appendix 1 herein after referred to as "Clinical Office Space".
2. LSHA agrees at its own cost and expense, shall maintain and keep in good repair the exterior and the structural portions of the Clinical Office Space including, but not limited to, the heating and air conditioning equipment. PALMS shall furnish its own sharps, chemical, medical, and biomedical waste disposal, as well as provide for any cleaning of the Clinical Office Space during PALMS' use thereof. Upon the termination of this Agreement PALMS will vacate the Clinical Office Space leaving it in as good condition, reasonable wear and tear or acts of God excepted. PALMS shall timely make all minor repairs (defined) as repairs less than \$1000.00 per event) to the Clinical Office Space. In no event shall PALMS be responsible for major repairs and related expenses (defined as repairs exceeding \$1,000.00 per event) to the Clinical Office Space.~~In no event shall PALMS be responsible for repairs and expenses to the Clinical Office Space.~~
3. LSHA agrees to provide PALMS with the ability for 24/7 access to the Clinical Office Space during the term of this Agreement. LSHA shall allow PALMS to install its own computer and telecommunications related equipment in the Clinical Office Space. Additionally, PALMS shall be responsible for the costs of electricity, water and sewage to the Clinical Office Space.
4. Insurance (Place holder). PALMS will not be required to ~~carry~~ general premises liability but may carry coverage for its personal property.
- ~~5.~~ 5. All personal property of PALMS used in the Clinical Office Space shall remain the sole property of PALMS and LSHA shall have no interest, secured or unsecured, in such property.
- ~~6.~~ 6. LSHA shall provide to PALMS the equipment and furniture as mutually agreed to by the parties. LSHA agrees to reasonably provide the equipment and furniture

request by PALMS to be used for the provision of services under this Agreement.
All equipment and furniture provided by LSHA shall remain the property of LSHA.

6.

C-13

EXHIBIT C
COMPENSATION

PALMS will be reimbursed monthly for losses, to be reconciled at PALMS' fiscal year end (May 31), up to \$850,000 for the first two years of service.

PALMS will be reimbursed monthly for losses, to be reconciled at PALMS' fiscal year end (May 31) up to \$200,000 in year three.

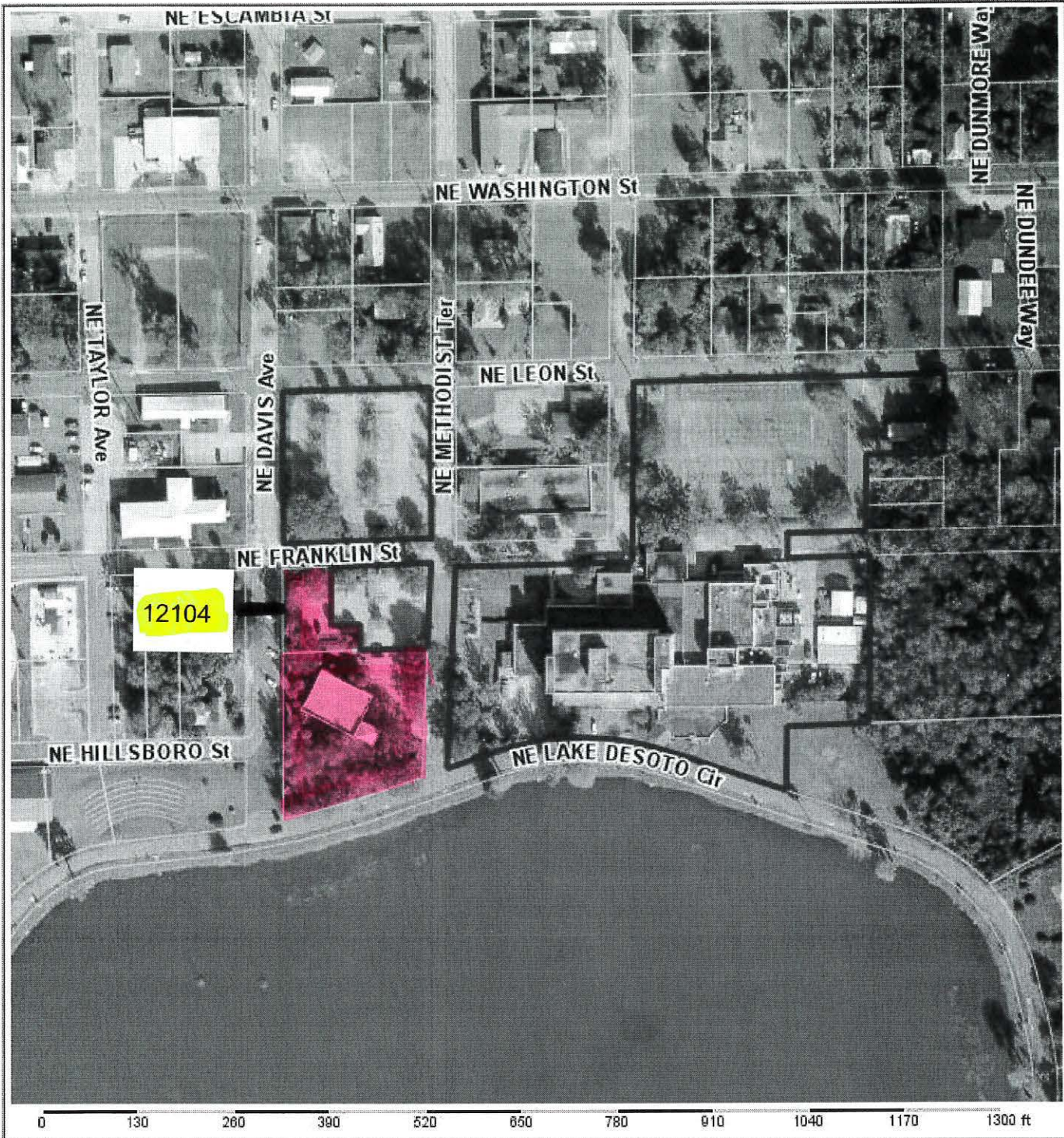
PALMS will be paid at PALMS PPS rate as determined by AHCA for each LSHA patient visit, minus the nominal fee paid by the patient. Patient visits for LSHA patients will be billed monthly. This rate is calculated annually in October and will be shared with LSHA.

PALMS will be responsible for the cost of all supplies purchased and costs associated with the facility, except those noted in the Space Use Agreement.

PALMS and the LSHA will determine a feasible formulary for prescriptions to be available to LSHA patients. PALMS will collect a fee from each LSHA patient receiving a prescription. PALMS will bill LSHA the remaining balance of the prescription. This will be invoiced monthly.

LSHA will compensate PALMS within the latter 10 days of invoicing by PALMS, or five days after the LSHA Trustees meeting authorizing the payment.

If PALMS terminates the contract with LSHA without cause in the first three years, PALMS will agree to repay LSHA 50% of the subsidies received and fees collected for all LSHA patients for the year in which PALMS terminates the contract.



Columbia County Property Appraiser

Jeff Hampton | Lake City, Florida | 386-758-1083

PARCEL: 00-00-00-11789-000 (40380) | PRIVATE HOSPITALS (7300) | 7.014 AC

N DIV ALL BLOCK 101,103,111 & 112 & N1/2 BLK 102, EX BEG NW COR, RUN E 66.20 FT, S 78.24 FT, E 39.18 FT, S 34.25 FT, W 105.38 FT, N 112.49 FT TO POB

LAKE SHORE HOSPITAL AUTHORITY

Owner: 259 NE FRANKLIN ST
LAKE CITY, FL 32055
Site: 440 NE LEON ST, LAKE CITY

2025 Working Values

Mkt Lnd	\$453,890	Appraised	\$9,151,113
Ag Lnd	\$0	Assessed	\$9,151,113
	Bldg \$8,531,038	Exempt	\$9,151,113
	XFOB \$166,185		county:\$0
	Just \$9,151,113		city:\$0
			other:\$0
			school:\$0

Sales	4/2/1996	\$100	I(U)
	5/3/1994	\$100	I(U)
Info	9/19/1955	\$0	I(U)

NOTES:

Columbia County, FL



The information presented on this website was derived from data which was compiled by the Columbia County Property Appraiser solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. The GIS Map image is not a survey and shall not be used in a Title Search or any official capacity. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. This website was last updated: 1/16/2025 and may not reflect the data currently on file at our office.

GrizzlyLogic.com

D-1

Sonja Markham

From: Lawrence Barrett <Lawrence.Barrett@fgc.edu>
Sent: Tuesday, January 21, 2025 10:03 AM
To: Brandon Beil; Don Kennedy; Jerry Bullard; trustee4@lakeshoreha.org; Stephen Douglas
Subject: correspondence about LSHA
Attachments: Lake Shore Hospital.docx

Lake Shore Hospital Authority Members (LSHA),

I have been asked about Florida Gateway College proposal about building/buildings or property of the LSHA. I will be sending each of you and the executive director an early plan of our use of those buildings if you decide to work with the college on this later today. I have attached my initial correspondence with Dale Williams from December of 2024 as the beginning of our recent discussions.

Thanks for the opportunity to submit information so you have a clear idea of what the college intentions would be.

Dr. Barrett

December 2, 2024

Lake Shore Hospital Authority
259 NE Franklin St.
Lake City, FL 32055

Lake Shore Hospital Board,

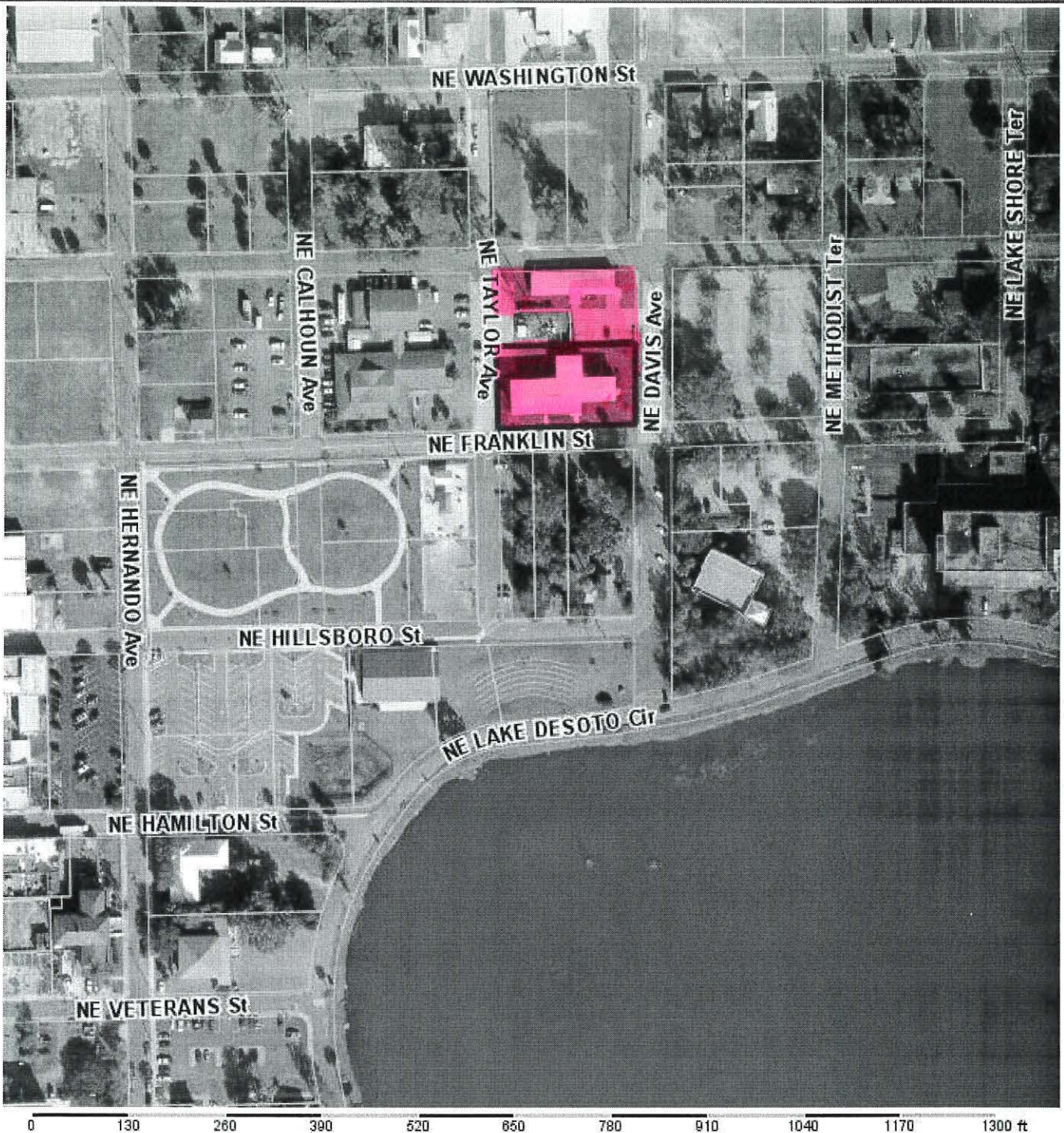
Three years ago, Florida Gateway College proposed that the Hospital Authority donate the Shand's Lake Shore Hospital to the college for a regional educational training college for health-care in the region. Unfortunately, the Hospital Authority and the college could not come to an agreement and both parties moved on. During the discussions with the Hospital Authority some Lake Shore Hospital Authority Board members indicated that down the road the Hospital Authority would donate real estate to FGC for educational purposes.

The college would like to know if that is still the Authority's intention and desire to do so. The timing of this request is because the college has begun to explore additional Allied Health Programs that will require specialized training and lead to good health care jobs. There is no greater workforce need in our area than healthcare. As we explore additional degrees in Sonography, X-Ray Technician, Massage Therapy and other potential careers, the buildings of the Women's Health Care and the Physical Therapy would be an ideal location and small campus to offer those degrees. Current buildings at the Lake Shore property would likely be an ideal and affordable way to implement these programs. If this is not of interest to the Authority, we would also be interested in the donation of some tracks of land in this location to build brand new complexes for these programs. Both are options we are willing to discuss with the current buildings being a short term and less expensive option and the land being a longer term but perhaps a more desired approach by some.

In January I will be speaking with the Board of Trustees (BOT) at FGC to seek their thoughts and moving forward with any of these initiatives with the Authority. I would love to discuss these further at a Lake Shore Hospital Authority meeting in January or February once I receive direction from my BOT.

Sincerely,

Dr. Barrett, Ed.D.
President



Columbia County Property Appraiser

Jeff Hampton | Lake City, Florida | 386-758-1083

PARCEL: 00-00-00-12071-000 (40657) | OFFICE BLD 1STY (1700) | 0.5 AC

N DIV: S1/2 OF BLOCK 94, (LAKE SHORE HOSPITAL OFFICES BUILDING-OLD JAIL).

LAKE SHORE HOSPITAL AUTHORITY OF COLUMBIA COUNTY, FLORIDA

Owner: 259 NE FRANKLIN ST
LAKE CITY, FL 32055

Site: 259 NE FRANKLIN ST, LAKE CITY

Sales Info: 12/13/2006 \$0 1(Q)

2025 Working Values

Mkt Lnd	\$21,780	Appraised	\$632,005
Ag Lnd	\$0	Assessed	\$632,005
Bldg	\$574,797	Exempt	\$632,005
XFOB	\$35,428	county:	\$0
Just	\$632,005	Total city:	\$0
		Taxable other:	\$0
		school:	\$0

NOTES: Columbia County, FL



The information presented on this website was derived from data which was compiled by the Columbia County Property Appraiser solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. The GIS Map image is not a survey and shall not be used in a Title Search or any official capacity. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. This website was last updated: 1/16/2025 and may not reflect the data currently on file at our office.

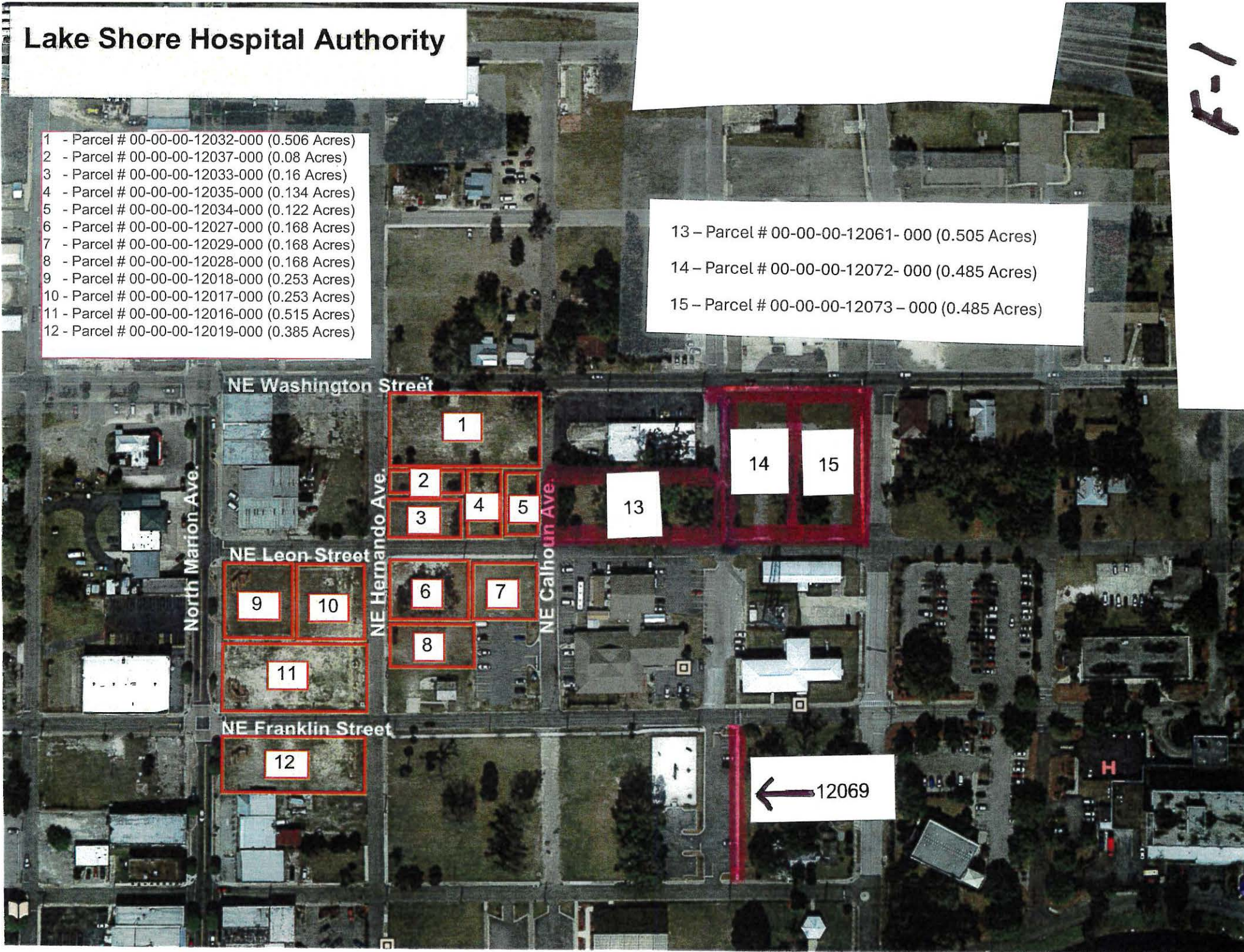
GrizzlyLogic.com

E-1

Lake Shore Hospital Authority

- 1 - Parcel # 00-00-00-12032-000 (0.506 Acres)
- 2 - Parcel # 00-00-00-12037-000 (0.08 Acres)
- 3 - Parcel # 00-00-00-12033-000 (0.16 Acres)
- 4 - Parcel # 00-00-00-12035-000 (0.134 Acres)
- 5 - Parcel # 00-00-00-12034-000 (0.122 Acres)
- 6 - Parcel # 00-00-00-12027-000 (0.168 Acres)
- 7 - Parcel # 00-00-00-12029-000 (0.168 Acres)
- 8 - Parcel # 00-00-00-12028-000 (0.168 Acres)
- 9 - Parcel # 00-00-00-12018-000 (0.253 Acres)
- 10 - Parcel # 00-00-00-12017-000 (0.253 Acres)
- 11 - Parcel # 00-00-00-12016-000 (0.515 Acres)
- 12 - Parcel # 00-00-00-12019-000 (0.385 Acres)

- 13 - Parcel # 00-00-00-12061-000 (0.505 Acres)
- 14 - Parcel # 00-00-00-12072-000 (0.485 Acres)
- 15 - Parcel # 00-00-00-12073-000 (0.485 Acres)



F-1



Columbia County Property Appraiser

Jeff Hampton | Lake City, Florida | 386-758-1083

PARCEL: 32-3S-17-13120-001 (41639) | NON AG ACREAGE (9900) | 11.2 AC

COMM AT NE COR OF SEC, RUN W 736.49 FT FOR POB, S 707.49 FT CONT S 151.97 FT, W 155.32 FT, CONT W 468.70 FT, N 818.58 FT, E 591.96 FT TO POB. ORB 358-

LAKE SHORE HOSPITAL AUTHORITY

Owner: 259 NE FRANKLIN ST
LAKE CITY, FL 32055

Site:
Sales Info 4/15/1991 \$0 V(Q)

2025 Working Values

Mkt Lnd	\$4,480	Appraised	\$4,480
Ag Lnd	\$0	Assessed	\$4,480
Bldg	\$0	Exempt	\$4,480
XFOB	\$0	county:	\$0
Just	\$4,480	city:	\$0
		other:	\$0
		school:	\$0
		Total Taxable	

NOTES:

Columbia County, FL



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