

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

THIS THIRD MODIFICATION TO THIRD AMENDED AND RESTATED LEASE AGREEMENT is made and entered into this 2<sup>nd</sup> day of June, 2017, at Tallahassee, Florida, by the CITY OF TALLAHASSEE, a Florida municipal corporation (the "Lessor"), and TALLAHASSEE MEMORIAL HEALTHCARE, INC., a nonprofit corporation organized under the laws of the State of Florida (the "Lessee").

WHEREAS, on or about September 18, 2003, the parties hereto executed a Third Amended and Restated Lease Agreement relating to the lease of property by Lessor to Lessee, and on or about June 24, 2009, executed a First Modification to Third Amended and Restated Lease Agreement, and on or about November 30, 2015, executed a Second Modification to Third Amended and Restated Lease Agreement (the property described in such instruments being referred to herein as the "Leased Properties"; and,

WHEREAS, the Lessee operates a Medical Center Complex on the Leased Properties; and,

WHEREAS, the City intends to construct an electric generation project, referred to as the Substation 12 Reliability Project, on a portion of the Leased Premises, and TMH has agreed to permit and facilitate such construction; and,

WHEREAS, in order to provide for such construction, the parties desire to further modify the Third Amended and Restated Lease Agreement, as previously modified, to release, remove, and delete from the description of the Leased Properties certain property described in Exhibit A-1, which is attached hereto and by reference made a part hereof;

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

1. The recitals set forth above are incorporated herein to the main body and text of this Agreement.
2. The real property described in Exhibit "A-1", which is attached hereto and by reference incorporated herein, is hereby released, removed, and deleted from the description of the Leased Properties as set forth in Article I, Section A of the Third Amended and Restated Lease Agreement, as previously amended, and in "Composite Exhibit A" of the Third Amended and Restated Lease Agreement, as previously amended.
3. All other terms and conditions of the Third Amended and Restated Lease Agreement, as previously modified, not modified by this Third Modification shall remain in full force and effect.

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

Signed, sealed and delivered  
in the presence of:

Attest:

By: 

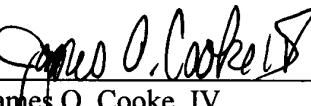
Christopher S. Rumana, M.D.

**TALLAHASSEE MEMORIAL  
HEALTHCARE, INC.**

By: 

G. Mark O'Bryant  
President/CEO

Attest:

By: 

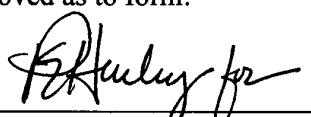
James O. Cooke, IV  
City Treasurer-Clerk

**CITY OF TALLAHASSEE**

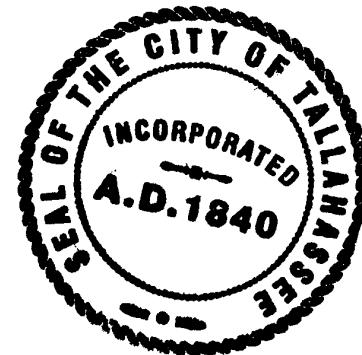
By: 

Ricardo Fernandez, City Manager

Approved as to form:

By: 

City Attorney



**EXHIBIT A-1**  
**(Substation 12 Reliability Project Site)**

**LEGAL DESCRIPTION:**

A portion of lands described in Official Records Book 2761, Page 2377 of the Public Records of Leon County, Florida being more particularly described as follows:

Commence at the most Easterly corner of Lot 11, of Goodwood Medical Center, as per map or plat thereof recorded in Plat Book 3, Page 244 of the Public Records of Leon County, Florida and run North 49 degrees 15 minutes 30 seconds West along the Northeasterly boundary of said Lot 11 a distance of 12.85 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 49 degrees 15 minutes 30 seconds West along said Northeasterly boundary a distance of 146.18 feet to the most Southerly point of lands described in Official Records Book 608, page 529 of the Public Records of Leon County, Florida, thence leaving said Northeasterly boundary run North 30 degrees 01 minutes 05 seconds East along the Southeasterly boundary of said lands described in Official Records Book 608, page 529 a distance of 198.19 feet to a point lying on the proposed Southwesterly right-of-way boundary of Medical Drive (right-of-way varies), said point also lying on a curve concave Southwesterly, thence leaving said Southeasterly boundary run Southeasterly along said proposed Southwesterly right-of-way curve with a radius of 480.87 feet through a central angle of 35 degrees 49 minutes 43 seconds for an arc length of 300.70 feet (chord of said arc being South 46 degrees 38 minutes 32 seconds East 295.83 feet), thence leaving said proposed Southwesterly right-of-way boundary run South 72 degrees 33 minutes 45 seconds West 213.28 feet to the POINT OF BEGINNING. Containing 1.06-LA M acres, more or less.