

HSP Partners

Status – Open

Start Contract Date	Contract End Date
September 1, 2011	August 31, 2012

Contact: Chip Hartung
3303 Thomasville Road
Tallahassee, Florida 32308
(850) 386-6160

Summary of Contract: Office space leased at 200 West College Avenue, Suites 201; Suite 202; Suite 203. This contract includes janitorial services and utilities as well as a free month of rent in September 2011. Parking contract is for space #17 in the building parking garage.

Total Paid Prior Years: \$0.00

Total Paid in 2011: \$5,355.00

Total Paid Contract Term: \$5,355.00

Outstanding Obligation (if any): \$14,280.00

Notes:

LEASE

This Lease dated August 16_____, 2011 by and between H.S.P. Partners, LLC, a Florida Limited Liability Company, having its principal place of business at 3303 Thomasville Road, City of Tallahassee, County of Leon, State of Florida, hereinafter referred to as "Landlord", and Florida Health Choices, Inc., a Florida not-for-profit corporation, having an office at 200 West College Avenue, Suite 203, Tallahassee, FL 32301 hereinafter referred to as "Tenant".

W I T N E S S E T H

SECTION 1. PREMISES: In consideration of the rent hereinafter agreed upon to be paid by the Tenant to the Landlord, and in consideration of the covenants of the respective parties hereto, each to the other to be performed by them at the time and in the manner hereinafter provided, the Landlord does hereby lease and let unto the Tenant, and the Tenant does hereby lease from the Landlord, those certain premises (hereinafter called "Premises" or "the Demised Premises") situated in the City of Tallahassee, County of Leon, State of Florida, to wit:

**200 West College Avenue
Suites: 201, 202 & 203**

together with the nonexclusive right to use, in common with Landlord and others, the following portions of the Building: the entrance foyer and lobby; conference room; the corridors and restrooms; and the stairways, elevators, shipping and receiving areas (sometimes referred to as the "Common Areas").

The Tenant has accepted the Premises in their present condition except, Landlord agrees to repaint the Premises, clean the carpet and repair or replace any damaged blinds.

SECTION 2. TERM: The initial term of the Lease shall be for a period of one year, beginning September 1, 2011 and ending on August 31, 2012. Provided that this Lease is in good standing, Tenant shall have the option to renew this Lease for an additional term of one year. Tenant shall notify Landlord in writing ninety (90) days prior to the expiration of the original lease term of Tenant's intent to exercise its option to remain in the Premises

for the extended term.

SECTION 3. RENT: The Tenant covenants and agrees that it will, without deduction, demand or set-off, pay to the Landlord for the use of the Demised Premises, rent on the basis of approximately 1026 rentable square feet at \$20.00 per square foot per annum, for a total rent of \$20,520.00 per annum, payable \$1,710.00 per month, plus State Sales Tax, if applicable. Tenant is tax exempt. See Attachment A. Rent commencement shall be October 1, 2011. In the event Tenant exercises its option to renew the Lease, the rental rate for the renewal shall be 20.50 per square foot per annum.

Tenant shall pay Monthly Installments of Rent in advance on the first day of each month of the Term. If the Term shall commence or end on a day other than the first day of a month, the Monthly Installments of Rent for the first or last partial month shall be prorated on a per diem basis. Upon the execution of this Lease, Tenant shall pay one Monthly Installment of Rent for the first full month of the Term.

Tenant shall assume and pay to Landlord at the time of paying the Rent any excise, sales, use, gross receipts or other taxes (other than a net income or excess profits tax) which may be imposed on or measured by such Rent or may be imposed on or on account of the letting and which Landlord may be required to pay or collect under any law now in effect or hereafter enacted.

All costs and expenses which Tenant assumes or agrees to pay and any other sum payable by Tenant pursuant to this Lease shall be deemed additional rent. The Rent shall be paid in lawful money of the United States of America to the Building Manager or to such other person or at such other place as Landlord may from time to time designate in writing, without any prior notice or demand therefore and without any deduction or offset whatsoever.

If any part of the Rent is not paid within ten (10) days after it is due, Tenant shall pay Landlord the greater of: (i) a late charge of five (5%) percent of the amount due; or (ii) interest at eighteen percent (18%) per annum, or the highest rate permitted by law, whichever is greater, on the amount due from its due date until paid. The payment by Tenant of a late charge or interest hereunder shall not prevent nor remedy a default under this Lease.

SECTION 4. USE: It is understood and agreed between the parties hereto, and Tenant covenants that said Premises during the continuance of this Lease shall be used and occupied only for professional or general office purposes and for no other purpose or purposes without the written consent of Landlord. Tenant shall have access to the Demised Premises, it being the express intent of the parties hereto that Tenant shall have free and open access to the Demised Premises for the purpose of conducting its professional and business activities. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building on Saturdays, Sundays, and legal holidays, and on other days between the hours of 6:00 p.m. and 7:30 a.m. of the following day, and during such further hours as Landlord may deem advisable for the adequate protection of said Building and the property of its tenants. Tenant shall be provided with a magnetic key fob to one of the two exterior self-locking doors, a key to its office space, and, if Tenant has executed a parking agreement, a gate opener to the garage entrance.

SECTION 5. CARE OF PREMISES: The Tenant shall not perform any acts or carry on any practices which may injure the Building or be a nuisance or menace to other tenants in the Building in which the Demised Premises are located. Tenant shall not use or permit the use of any portion of said Premises for any unlawful purpose or purposes.

SECTION 6. ADVERTISING MEDIA: The Tenant agrees not to use any advertising media in the Demised Premises that shall be deemed objectionable to the Landlord or other tenants. Tenant will not place or cause to be placed or maintained on any exterior door, wall, roof or window of the Demised Premises any sign, awning or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Demised Premises without first obtaining Landlord's written approval and consent. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved, in good condition and repair at all times. Landlord shall include Tenant on a directory of tenants, and Tenant may place a sign on the door of Tenant's office; such sign shall be provided by Landlord at Tenant's expense.

SECTION 7. ALTERATIONS: Tenant shall not make any changes

or alterations in or to the Demised Premises without the written consent of the Landlord. All alterations, additions, improvements and fixtures which may be made or installed by either of the parties hereto upon the Premises and which in any manner are attached to floors, walls, or ceiling, shall become the property of the Landlord upon installation (unless Landlord shall elect otherwise, which election shall be made by Landlord by giving written notice thereof not less than ten (10) days prior to the expiration or other termination of this Lease), and at the termination of this Lease shall remain upon and be submitted with the Premises as a part thereof. Any floor covering which may be installed in whatsoever manner to the floor of the Demised Premises shall be and become the property of the Landlord. Tenant agrees to remove all signs and personal insignia at the termination of the Lease, and to repair any damages caused to the Demised Premises by reason of such removal.

SECTION 8. LIABILITY INSURANCE:

Tenant covenants to provide on or before the commencement date of this Lease and keep in force during the term of this Lease, a comprehensive liability policy of insurance insuring the Landlord and Tenant against any liability whatsoever occasioned by accident on or about the Demised Premises, or any appurtenances thereto. Such policy is to be written by a good and solvent insurance company in the amount of \$1,000,000.00 Dollars (U.S.) in respect of any one person, and in the amount of \$1,000,000.00 Dollars (U.S.) in the respect of any one accident, and \$300,000.00 Dollars (U.S.) for property damage. The original policy or a certificate thereof, together with evidence of payment therefore, shall be delivered to Landlord. Tenant shall renew said policy not less than Thirty (30) days prior to the expiration date thereof from time to time, and furnish said renewals and evidence of payment therefore to Landlord.

Notwithstanding the provisions of this Section 8, or any other section contained within this Lease Agreement, the Tenant, as a governmental created entity pursuant to the provisions of 408.910, Florida Statutes, does not, in any way, waive sovereign immunity.

SECTION 9. FIRE INSURANCE: Tenant shall not carry any stock of goods or do anything in or about said Premises which will in any way increase the insurance rates on said Premises. Tenant

agrees to pay as additional rental any increase in premiums for insurance against loss by fire that may be charged during the term of this Lease with respect to the Landlord on said Premises or the Building in which the Premises are located resulting from the business carried on in the Demised Premises by the Tenant or the manner in which the Tenant carries on said business. Tenant shall, at Tenant's expense, do whatever is required with respect to Tenant's equipment or Tenant's fixtures or the operation of Tenant's business, so as to comply with the requirement or recommendations of the Landlord's insurance underwriters and all governmental authorities having jurisdiction. Landlord shall secure from its insurer, and supply to Tenant prior to Tenant's payment of additional rent under this paragraph, a statement detailing the extent to which Tenant's use of the Demised Premises have increased the insurance rates on the Premises.

SECTION 10. ASSIGNMENT AND SUBLETTING: Tenant will not and may not assign or mortgage this Lease in whole or in part, nor sublet all or any part of the Demised Premises, without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld. The consent of Landlord to any assignment, mortgaging or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment, mortgaging, or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. If this Lease be assigned, or if the Demised Premises or any part thereof be sublet or occupied by anybody other than Tenant, Landlord shall collect rent from the assignee, sub-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, sub-tenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease.

SECTION 11. ACCESS TO PREMISES: Landlord shall have the right to enter upon the Demised Premises at all reasonable hours for the purpose of inspecting the same, showing same to prospective purchasers or mortgagees or for making repairs, replacements, alterations, improvements and additions to the

Demised Premises or to any property owned or controlled by the Landlord therein, or to the Building in which the Demised Premises are located. If Landlord deems any repairs required to be made by the Tenant necessary it may demand that the Tenant make the same forthwith, and if the Tenant refuses or neglects to commence such repairs and complete the same with reasonable dispatch after written notice by Landlord, the Landlord may make or cause such repairs to be made and shall not be responsible to the Tenant for any loss or damage that may accrue to Tenant's business by reason thereof, and if the Landlord makes or causes such repairs to be made, Tenant agrees that it will forthwith, on demand, pay to the Landlord the cost thereof.

For a period commencing Three (3) months prior to the termination of this Lease, Landlord may have reasonable access to the Demised Premises for the purpose of exhibiting the same to prospective tenants.

SECTION 12. UTILITIES: Landlord agrees to provide heating, air conditioning, electricity, gas, water, sewer and other utilities to the Demised Premises during normal business hours as required in Landlord's reasonable judgment for the comfortable use and occupancy of the Premises. If Tenant requires heating, air conditioning, electricity, gas, water, sewer and other utilities at any other time, Landlord shall use reasonable efforts to furnish such services upon reasonable notice from the Tenant. Tenant agrees to pay for the installation and monthly charges of its own telephone service, cable or other television service, and internet service.

SECTION 13. EMINENT DOMAIN: If the whole or any part of the Demised Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken from the day the possession of that part shall be required for any public purpose, and the rent shall be paid up to that date, and if such portion of the Demised Premises, or appurtenances thereto, is so taken as to destroy the usefulness of the Premises for the purpose of which the Premises were leased, then, from that day the Tenant shall have the right either to terminate this Lease and declare the same null and void, or to continue in the possession of the remainder of the same under the terms herein provided, except that the rent shall be reduced in proportion to the amount of the Premises taken. If Tenant shall fail to terminate this Lease aforesaid within Thirty

(30) days after notice of said taking, said failure shall be regarded as a waiver of its right to cancel, whereupon this Lease shall continue for the balance of the term. If Tenant exercises its rights to cancel, all advance rent paid by Tenant shall be adjusted to the date of said taking. If more than 25% of the floor space of the Premises shall be taken by any public authority under the power of eminent domain, or if so much of the parking facilities for the Building shall be so taken or conveyed that the number of parking spaces necessary, in Landlord's sole judgment, for the continued operation of the Building shall not be available, then in any such event Landlord may, by notice to Tenant, terminate this Lease as of the date when possession shall have been taken. If this Lease shall continue in effect, Landlord shall, at its expense but only to the extent of the net award or other compensation (after deducting all expenses in connection with obtaining same) available to Landlord for the improvements taken or conveyed (excluding any award or other compensation for land), make all necessary alterations so as to continue the remaining part of the Building as a complete architectural and tenantable unit. All awards and compensation for taking or conveyance, whether for the whole or a part of the Building, the Demised Premises or otherwise, shall be the property of Landlord, and Tenant hereby assigns to Landlord all Tenant's right, title, and interest in and to any and all such awards and compensation, including, without limitation, any award or compensation for the value of the unexpired portion of the Term. Tenant shall be entitled to claim, prove and receive in the condemnation proceedings such award or compensation as may be allowed for its trade fixtures and loss of business, goodwill, depreciation or injury to and costs for removal of stock and trade, but only if such award and compensation shall be made by the condemning authority in addition to, and shall not result in a reduction of, the award or compensation made by it to Landlord.

SECTION 14. DESTRUCTION-FIRE: If the Demised Premises shall be partially damaged by fire, the elements, unavoidable accident, or other casualty, Landlord shall, at its own expense, cause such damage to be repaired, but only to the extent such damage relates to improvements originally made at Landlord's expense by Landlord. If by reason of such occurrence, the Premises shall be rendered un-tenantable, the rent and the additional rent shall be abated during the period that Landlord is making Landlord's repairs, said abatement to be proportionate to the portion of the Premises rendered un-tenantable. If the

Demised Premises shall be rendered wholly un-tenantable by reason of such occurrence, either party may, at its election, terminate this Lease and the tenancy thereby created by giving the other party, within the sixty (60) days following the date of said occurrence, written notice of the party's election so to do, and in the event of such termination, rent shall be adjusted as of such date. If neither party elects to terminate this Lease, Landlord shall, at its own expense, cause such damage to be repaired, but only to the extent such damage relates to improvements originally made at Landlord's expense by Landlord. In the event that 25% or more of the rentable area of the Building shall be damaged or destroyed by fire or other cause, notwithstanding that the Demised Premises may be unaffected by such fire or other cause, Landlord may terminate this Lease and the tenancy hereby created by giving to the Tenant thirty (30) days prior written notice of Landlord's election so to do, which notice shall be given, if at all, within sixty (60) days following the day of said occurrence. Rent shall be adjusted as of the date of such termination.

SECTION 15. DEFAULT: Upon the happening of any one or more of the following events:

(a) Tenant's default in the payment of any rental due hereunder according to the terms outlined above in SECTION 3. RENT, DEPOSIT and Tenant fails to cure such default with five (5) days after its receipt of written notice thereof.

(b) Tenant's continued default in performance or with respect to any other covenant of this Lease and Tenant fails to cure such default within fifteen (15) days after its receipt of written notice of such default to Tenant by Landlord.

(c) The bankruptcy of Tenant.

(d) Tenant's making an assignment for the benefit of creditors.

(e) A receiver or trustee being appointed for Tenant.

(f) Tenant's voluntarily petitioning for relief under,

or otherwise seeking the benefit of, any bankruptcy, reorganization, arrangement or insolvency law. The voluntary insolvency, or judicial dissolution of Tenant.

(g) Tenant's vacating or abandoning the Premises.

(h) Tenant's interest under this Lease being sold under execution or other legal process.

(i) Tenant's interest under this Lease being assigned by operation of law.

(j) Any of the goods or chattels of the Tenant used in or incident to the operation of the Demised Premises being seized, sequestered, or impounded by virtue of or under authority of any legal proceeding, which seizure, sequestration or impounding shall materially affect the possible continuation of the operation of the Demised Premises by Tenant.

Landlord, at its option, may exercise any one or more of the following options:

(1) Terminate Tenant's right to possession under this Lease and re-enter and take possession of the Demised Premises and re-let or attempt to re-let said Premises on behalf of Tenant, at such rent and under such terms and conditions as Landlord may deem best under the circumstances for the purposes of reducing Tenant's liability, and Landlord shall not be deemed to have thereby accepted a surrender of the Premises, and Tenant shall remain liable for rents and additional rents due under this Lease and for damages suffered by Landlord because of Tenant's breach of any of the covenants of this Lease. At any time during such repossession or re-letting, Landlord may, by delivering written notice to Tenant, elect to exercise its option under the following subparagraph to accept a surrender of the Premises, terminate and cancel this Lease, and retake possession and occupancy of the Demised Premises on behalf of Landlord.

(2) Declare this Lease to be terminated, ended and null and void, whereupon the term hereby granted and all right, title and interest of Tenant in the Demised Premises shall end and Landlord

may re-enter upon and take possession of the Demised Premises. Such termination shall be without prejudice to Landlord's right to collect from Tenant any rental or additional rental which has accrued prior to such termination together with all damages suffered by Landlord because of Tenant's breach of any covenant under this Lease.

(3) Exercise any and all rights and privileges that Landlord may have under the laws of the State of Florida and/or of the United States of America.

SECTION 16. WAIVER: One or more waivers of any covenant or condition by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by the Landlord to or of any act by the Tenant requiring the Landlord's consent or approval shall not be deemed to waive or render unnecessary the Landlord's consent or approval to or of any subsequent similar act by the Tenant. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver be in writing by Landlord.

SECTION 17. NOTICES: The checks for rental payment occurring hereunder shall be made payable to H.S.P. Partners, LLC, 2086 Wildridge Drive, Tallahassee, Florida 32303 and all notices given to the Landlord hereunder shall be forwarded to the Landlord at the foregoing address, by mail, return receipt requested, until Tenant is notified otherwise in writing; and all notices given to Tenant hereunder shall be forwarded to Tenant, whose address is Suite 202, 200 West College Avenue, Tallahassee Florida 32301 by mail, return receipt requested, until Landlord is notified otherwise in writing.

SECTION 18. OBSERVANCE OF LAWS AND ORDINANCES: Landlord shall deliver the Demised Premises to Tenant in full compliance with all Laws. Tenant agrees to observe, comply with and execute promptly at its expense during the term hereof, all laws, rules, requirements, orders, directives, ordinances and regulations of any and all governmental authorities or agencies and of all

municipal departments, bureaus, boards and officials (collectively, "Laws") due to its use or occupancy of the Demised Premises.

SECTION 19. STRIKES, ETC.: Anything in this agreement to the contrary notwithstanding, neither Landlord nor Tenant shall be deemed in default with respect to any provision, covenant or condition of this agreement on the part of either of them respectively to be performed if the performance thereof shall be delayed, interfered with or rendered impossible because of any strike, lockout, civil commotion, war, warlike operation, invasion, insurrection, rebellion, hostilities, revolution, military or usurped power, sabotage, inability to obtain any necessary material or service, act of God or other cause beyond the control of the parties seeking to excuse such performance, provided such cause is not due to the act or neglect of such parties; and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing such delay or impossibility shall abate.

SECTION 20. RIGHT TO CURE DEFAULTS: If a party to this agreement shall fail to make repairs, maintain public liability insurance, comply with all laws and ordinances and regulations, or perform any other obligation on the part of that party to be performed, in accordance with the provisions of this Lease or applicable law, then the other party shall have the right and option to perform such work and make such payments on behalf of the first party, and the first party agrees to reimburse the other party promptly upon demand, together with interest at the rate of Ten Percent (10%) per annum, and upon its failure to do so, the other party shall have all the remedies therefore as for non-payment of rent hereunder.

The right and option given in this paragraph shall not have the effect of releasing either party from the obligation to perform any of the covenants herein provided to be performed or deprive either party of any legal right which that party may have by reason of any such default. A party will give the other party thirty (30) days written notice of said default.

SECTION 21. SURRENDER AT END OF TERM: Upon the expiration of the term hereof or sooner termination of this Lease, Tenant

agrees to surrender and yield possession of the Demised Premises to Landlord peacefully and without notice, and in good order and condition, but subject to ordinary wear and reasonable use thereof, and subject to such damage or destruction or condition as Tenant is not required to restore or remedy under other terms and conditions of this Lease.

SECTION 22. USE OF PRONOUN: The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be a Trust, individuals, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provision of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, trusts, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

SECTION 23. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT: Unless Tenant is otherwise notified by Landlord, this Lease and all rights of Tenant hereunder shall be subordinate to all ground leases (referred to as the "leases") of the Building or Land now or hereafter existing and to all mortgages (referred to as the "mortgages") which may now or hereafter be a first mortgage upon the Building or Land, whether or not the leases or mortgages shall also cover other lands, buildings, or leases, to all renewals, modifications, replacements and extensions of the leases and mortgages and to spreaders and consolidations of such mortgages. The foregoing provision shall be self-operative and no further instrument of subordination shall be required.

In confirmation of such subordination, Tenant shall promptly execute, acknowledge and deliver any instrument that Landlord, the lessor under any lease or the holder of any mortgage or any of their respective assigns or successors in interest may reasonably request to evidence such subordination. For any mortgage other than a first mortgage, Tenant agrees, upon the request of Landlord, to subordinate this Lease and all rights of Tenant hereunder to such mortgage, and to promptly execute, acknowledge and deliver any instrument that Landlord or the holder of any such mortgage may reasonably request to accomplish such subordination.

If Landlord requests at any time that this Lease be prior to any lease or mortgage, Tenant shall promptly execute, acknowledge

and deliver any instrument that Landlord may reasonably request to accomplish such priority. Any lease to which this Lease is subject and subordinate is herein called "Superior Lease" and the Lessor under a Superior Lease or its assigns or successors in interest is herein called "Superior Lessor", and any mortgage to which this Lease is subject and subordinate is herein called "Superior Mortgage" and the holder of a Superior Mortgage is herein called "Superior Mortgagee". If a Superior Lessor or Superior Mortgagee requires that such instruments be executed by Tenant, Tenant's failure to do so within 10 days after request therefore shall be deemed a material default under this Lease.

Notwithstanding anything to the contrary herein, so long as Tenant shall not be in default in the performance of its obligations under this Lease, neither this Lease nor Tenant's right to remain in exclusive possession of the Demised Premises shall be affected or disturbed by reason of any default under any mortgage or deed of trust entered into by Landlord, and, if such mortgage or deed of trust shall be foreclosed or if such mortgagee or trustee shall exercise any of its remedies under such mortgage or deed of trust, this Lease and all of Tenant's rights and obligations hereunder shall survive such foreclosure and continue in full force and effect.

SECTION 24. ESTOPPEL CERTIFICATE BY TENANT: Tenant shall upon request by Landlord deliver to Landlord a statement in writing certifying: (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, identifying such modifications and certifying that the Lease, as modified, is in full force and effect); (ii) the date to which the Rent has been paid; (iii) that Landlord is not in default under any provision of this Lease (or if Landlord is in default, specifying each such default); and (iv) the address to which notices to Tenant shall be sent; it being understood that any such statement so delivered may be relied upon in connection with any lease, mortgage or transfer of the Building. Tenant's failure to do so within 10 days after request therefore shall, at Landlord's option, be deemed a material default under this Lease.

Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant that: (i) this Lease is in full force and effect and not modified except as Landlord may represent; (ii) not more than one month's Rent has been paid in advance; (iii) Landlord is not in default under any provision of

this Lease; and (iv) notices to Tenant shall be sent to Tenant's Mailing Address as set forth in this Lease. Notwithstanding the presumptions of this Section, Tenant shall not be relieved of its obligation to deliver said statement.

SECTION 25. TAXES ON LEASEHOLD: Tenant shall be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Demised Premises by the Tenant.

SECTION 26. RADON GAS: The following notification is provided pursuant to Section 404.056(6), Florida Statutes (2005):

"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 health department."

SECTION 27. LANDLORD'S COVENANT: Upon payment by the Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Demised Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

SECTION 28. REPAIRS: Landlord shall be responsible for necessary structural repairs to the Demised Premises and keep in good condition and repair the foundations and roof of the Demised Premises. Landlord shall not be required to make any such repairs where same are caused or occasioned by any act, omission or negligence of Tenant, or sub-tenant, or concessionaire of Tenant, or any of their respective officers, employees, agents, customers, invitees, or contractors. Landlord shall not be required to commence any such repair until notice shall be received from Tenant specifying the nature of the needed repair. Except for repairs required to be performed by Landlord under this Section, Tenant shall perform all repairs necessary to keep the Demised

Premises in good order, repair and condition, and in a clean, sanitary and safe condition in accordance with all directions, rules and regulations of governmental agencies having jurisdiction.

SECTION 29. ACCORD AND SATISFACTION: No endorsement or statement on any check or any letter accompanying any check or payment as Rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without being subject to the terms of any such endorsement of statement and without prejudice to Landlord's right to recover the balance of all Rent due Landlord or Landlord's right to pursue any other remedy provided under this Lease or applicable law.

SECTION 30. PARKING: Landlord by this Lease does not grant to Tenant or Tenant's Representatives any right to use any parking area or facilities. Such right, if any, shall be granted by separate agreement. In the event that Tenant enters into such a separate agreement (the "Parking Agreement"), any default by Tenant under the Parking Agreement shall also be considered a default by Tenant under this Lease, and any default by Tenant under this Lease shall also be considered a default by Tenant under the Parking Agreement.

SECTION 31. COMMON AREAS, PLAZA, PEDESTRIAN WAY: All hallways, elevators, driveways, loading ramps, public corridors, stairways ("Common Areas") and other special facilities and improvements as may be provided by Landlord from time to time for the use, in common, by Tenant and other tenants of the Building or of other buildings, their employees, agents, invitees and licensees, shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all such Common Areas, and improvements, and the use of special facilities. Tenant shall have a non-exclusive easement for use of the Common Areas for pedestrian ingress and egress.

SECTION 32. ATTORNEY'S FEES: In the event that an action or proceeding is commenced to enforce the terms of this Lease, the prevailing party shall be entitled to recover from the non-prevailing party the attorney's fees and costs incurred in bringing such action (including any appeals).

SECTION 33. ENTIRE AGREEMENT: This Lease and any Exhibits attached hereto and the Parking Agreement fully set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Demised Premises and there are no other covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as set forth herein. Except as here and otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

SECTION 34. NO PARTNERSHIP: Landlord does not in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise or joint venture or a member of a joint enterprise with Tenant.

SECTION 35. CAPTIONS AND SECTIONS NUMBERS: The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections of this Lease nor in any way affect this Lease.

SECTION 36. BROKER'S COMMISSION: Tenant represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease.

SECTION 37. PARTIAL INVALIDITY: If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 38. INTERPRETATION: This Lease shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF the parties have hereunto executed this Lease
the day and year first above written.

WITNESSES:

Ann Miles Cotroneo
James McCarthy

TENANT:

Florida Health Choices, Inc.

By: Rose Naff
Rose Naff

Its: Chief Executive Officer

Date: August 16, 2011

WITNESSES:

Virginia Ann Simpler
Mary E. Preston

LANDLORD:

H.S.P. Partners LLC

By: [Signature]
Authorized Signatory

Date: 8/16/11

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PARKING AGREEMENT

THIS PARKING AGREEMENT dated August 18, 2011, by and between **H.S.P. Partners, LLC**, a Florida Limited Liability Company, having its principal place of business at 3303 Thomasville Road, Tallahassee, Florida, hereinafter referred to as "Landlord," and Florida Health Choices, Inc., a Florida not-for-profit corporation, having an office at 200 West College Avenue, Tallahassee, Florida 32301, hereinafter referred to as "Tenant."

WITNESSETH

WHEREAS, Landlord and Tenant have made and entered into a Lease Agreement dated August 16, 2011, whereby Tenant has leased from landlord certain office space at 200 West College Avenue, Suite 203, Tallahassee, Florida 32301, hereinafter referred to as "the Lease"; and

WHEREAS, Tenant desires to lease from Landlord designated parking spaces located at 200 West College Avenue,

NOW, THEREFORE, the parties hereto do hereby covenant and agree as follows:

1. In consideration of the rent hereinafter agreed upon to be paid by the Tenant to the Landlord, and in consideration of the covenants of the respective parties hereto, each to the other, to be performed by them at the time and in the manner hereinafter provided, the Landlord does hereby lease and let unto the Tenant, and the Tenant does hereby lease from the Landlord, one parking space (s), to be used by Tenant, said parking space (s) being numbered 17.

2. The Tenant covenants and agrees that it will, without deduction, demand, or set-off, pay to the Landlord (for the use of the designated parking spaces) rent beginning October 1, 2011, on the basis of \$75.00 per space per month for a total of \$75.00 per month (plus applicable sales and use taxes). Tenant is tax exempt. See Attachment A. Tenant shall pay such monthly installments of rent in advance on the first day of each month this Parking Agreement remains in effect. Installments of rent not paid by the tenth day of the month shall be considered delinquent, and Tenant shall be in default of this Agreement. Failure to pay such installment by the thirtieth day of the month shall render this Parking Agreement null and void.

3. The Tenant covenants and agrees that it shall save and hold harmless the Landlord from and against any and all damages or liability of whatsoever kind or nature which may arise as a result of this Agreement or the use by Tenant of the parking facilities at 200 West College Avenue, excluding only the gross negligence or willful misconduct of Landlord. Nothing contained in this paragraph 3 shall be interpreted to be a waiver of sovereign immunity by the Tenant.

4. The Tenant covenants and agrees to fully abide by any policies or regulations reasonably promulgated by Landlord from time to time relating to the use of the parking

facilities at 200 West College Avenue, including the parking garage and the parking space(s) assigned to Tenant.

5. This Parking Agreement may be terminated by either party hereto upon 30 days' written notice to the other. This Parking Agreement may be amended in writing from time to time. Termination or amendment of this Parking Agreement shall in no way affect, modify or terminate the Lease.

6. Any default by either party under this Parking Agreement shall also be considered a default by that same party under the Lease, and any default by either party under the Lease shall also be considered a default under this Parking Agreement.

7. In the event that an action or proceeding is commenced to enforce the terms of this Parking Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the attorney's fees and costs incurred in bringing such action (including any appeals).

8. This Parking Agreement shall be construed in accordance with the laws of the State of Florida.

DATED this 19th day of August, 2011.

WITNESSES:

Ann Miles Cotroneo
1st WITNESS - SIGNATURE
ANN MILES COTRONEO
1st WITNESS - PRINTED NAME

Kelly B. Plante
2nd WITNESS - SIGNATURE
Kelly B. Plante
2nd WITNESS - PRINTED NAME

Heather Cottoni
1st WITNESS - SIGNATURE
Heather Cottoni
1st WITNESS - PRINTED NAME

Mary E. Preston
2nd WITNESS - SIGNATURE
MARY E. PRESTON
2nd WITNESS - PRINTED NAME

TENANT:

Rose Naff

By: Rose Naff

As its: Chief Executive Officer

LANDLORD:

H.S.P. PARTNERS, LLC

By: [Signature]

As its: Managing Partner