MEMORANDUM

To: Board of Directors

Cc: Bill Boyles, Esquire
Aluino Ochoa, M.D.

From: George Mikitarian
President/CEO

Subject: Board/Committee Meetings – August 4, 2025

Date: July 31, 2025

The Ad Hoc Credentials Review Committee will meet at 11:30 a.m. where the Committee will review credentialing and privileging files as they relate to medical staff appointment/reappointment.

The Quality Committee will convene at 12:00 p.m., which will be followed by the Finance Committee, the Executive Committee, and the Education Committee meetings.

The Board of Directors will meet in executive session no earlier than 1:30 p.m. Following the Board of Directors Executive Session, the Board of Directors regularly scheduled meeting will be held, however no earlier than 2:00 p.m.

The Planning Committee meeting has been canceled.

QUALITY COMMITTEE
Dan Aton, Chairperson
Robert L. Jordan, Jr., C.M. (ex-officio)
Elizabeth Galfo, M.D.
Billy Specht
Billie Fitzgerald
Herman A. Cole, Jr.
Stan Retz, CPA
Maureen Rupe
Ashok Shah, M.D.
Aluino Ochoa, M.D., President/Medical Staff
Alphonse Pecoraro, M.D., Designee, Vice Chairperson
Nimish Naik, M.D., Designee
Christopher Manion, M.D., Designee
George Mikitarian (non-voting)

NORTH BREVARD COUNTY HOSPITAL DISTRICT
OPERATING
PARRISH MEDICAL CENTER
QUALITY COMMITTEE
MONDAY, AUGUST 4, 2025, at 12:00 P.M.
FIRST FLOOR, CONFERENCE ROOM 2/3/4/5

CALL TO ORDER

I. Approval of Minutes

Motion to approve the minutes of the May 5, 2025 and June 2, 2025 meetings.

II. Vision Statement

III. Dashboard

IV. Emergency Department Throughput Update – Ms. Cottrell

V. Executive Session (if necessary)

ADJOURNMENT

NOTE: IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE QUALITY COMMITTEE WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, HE/SHE WILL NEED A RECORD OF PROCEEDINGS AND, FOR SUCH PURPOSES, MAY NEED TO ENSURE A VERBATIM RECORD OF THE PROCEEDINGS IS MADE AND THAT THE RECORD INCLUDES TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

PERSONS WITH A DISABILITY WHO NEED A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE ADMINISTRATIVE OFFICES AT 951 NORTH WASHINGTON AVENUE, TITUSVILLE, FLORIDA 32796, AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE MEETING. FOR INFORMATION CALL (321) 268-6110. THIS NOTICE WILL FURTHER SERVE TO INFORM THE PUBLIC THAT MEMBERS OF THE BOARD OF DIRECTORS OF NORTH BREVARD MEDICAL SUPPORT, INC. MAY BE IN ATTENDANCE AND MAY PARTICIPATE IN DISCUSSIONS OF MATTERS BEFORE THE NORTH BREVARD COUNTY HOSPITAL DISTRICT BOARD OF DIRECTORS EDUCATIONAL, GOVERNMENTAL AND COMMUNITY RELATIONS COMMITTEE. TO THE EXTENT OF SUCH DISCUSSION, A JOINT PUBLIC MEETING OF THE NORTH BREVARD COUNTY HOSPITAL DISTRICT, BOARD OF DIRECTORS EDUCATIONAL, GOVERNMENTAL AND COMMUNITY RELATIONS COMMITTEE AND NORTH BREVARD MEDICAL SUUPORT, INC. SHALL BE CONDUCTED.

DRAFT
NORTH BREVARD COUNTY HOSPITAL DISTRICT
OPERATING
PARRISH MEDICAL CENTER
QUALITY COMMITTEE

A regular meeting of the Quality Committee of the North Brevard County Hospital District operating Parrish Medical Center was held on May 5, 2025, in Conference Room 2/3/4/5, First Floor. The following members were present.

Dan Aton, Chairperson
Robert L. Jordan, Jr., C.M.
Elizabeth Galfo, M.D.
Stan Retz, CPA
Herman A. Cole, Jr.
Ashok Shah, M.D.
Billy Specht
Maureen Rupe
Alphonse Pecoraro, M.D., Vice Chair
Christopher Manion, M.D. (12:07 p.m.)
Aluino Ochoa, M.D., President/Medical Staff
George Mikitarian (non-voting)

Members absent:
Nimesh Naik, M.D. (excused)
Billie Fitzgerald (excused)

CALL TO ORDER

Mr. Aton called the meeting to order at 12:01 p.m.

REVIEW AND APPROVAL OF MINUTES

Discussion ensued and the following motion was made by Dr. Galfo, seconded by Mr. Specht, and approved (11 ayes, 0 nays, 0 abstentions). Dr. Manion was not present at the time the vote was taken.

ACTION TAKEN: **MOTION TO APPROVE THE MARCH 3, 2025 MINUTES OF THE QUALITY COMMITTEE, AS PRESENTED.**

VISION STATEMENT

Ms. Cottrell shared the committee's vision statement, which is to ensure affordable access to safe, high quality patient care to the communities we serve.

QUALITY DASHBOARD REVIEW

Ms. Cottrell reviewed the Quality Dashboard discussing each indicator score as it relates to clinical quality and cost. Ms. Cottrell answered questions and received comments from committee members concerning the dashboard and her earlier discussion. Copies of the Power Point slides presented by Ms. Cottrell are appended to the file copy of these minutes.

CULTURE OF SAFETY SURVEY RESULTS

Ms. Cottrell reviewed the Patient Safety Culture Survey and specifically its domains, regulatory requirements, and results. Copies of the Power Point slides presented by Ms. Cottrell are appended to the file copy of these minutes.

OTHER

There was no other business brought before the committee.

ADJOURNMENT

There being no further business, the Quality Committee meeting adjourned at 12:29 p.m.

Dan Aton,
Chairperson

DRAFT
NORTH BREVARD COUNTY HOSPITAL DISTRICT
OPERATING
PARRISH MEDICAL CENTER
QUALITY COMMITTEE

A regular meeting of the Quality Committee of the North Brevard County Hospital District operating Parrish Medical Center was held on June 2, 2025, in Conference Room 2/3/4/5, First Floor. The following members were present.

Dan Aton, Chairperson
Robert L. Jordan, Jr., C.M.
Stan Retz, CPA
Herman A. Cole, Jr.
Billy Specht
Elizabeth Galfo, M.D. (12:15 p.m.)
Maureen Rupe
Ashok Shah, M.D. (12:08 p.m.)
Billie Fitzgerald
Alphonse Pecoraro, M.D., Vice Chair
Christopher Manion, M.D.
Aluino Ochoa, M.D., President/Medical Staff
George Mikitarian (non-voting)

Members absent:
Nimesh Naik, M.D. (excused)

CALL TO ORDER

Mr. Aton called the meeting to order at 12:02 p.m.

REVIEW AND APPROVAL OF MINUTES

Discussion ensued and the following motion was made by Mr. Jordan, seconded by Mr. Retz, and approved (10 ayes, 0 nays, 0 abstentions). Dr. Shah and Dr. Galfo were not present at the time the vote was taken.

ACTION TAKEN: **MOTION TO APPROVE THE APRIL 7, 2025, MINUTES OF THE QUALITY COMMITTEE, AS PRESENTED.**

VISION STATEMENT

Ms. Dickerson shared the committee's vision statement, which is to ensure affordable access to safe, high quality patient care to the communities we serve.

QUALITY DASHBOARD REVIEW

Ms. Dickerson reviewed the Quality Dashboard discussing each indicator score as it relates to clinical quality and cost. Ms. Dickerson answered questions and received comments from committee members concerning the dashboard and her earlier discussion. Copies of the Power Point slides presented by Ms. Dickerson are appended to the file copy of these minutes.

NEW FEDERAL AND STATE CONDITIONS OF PARTICIPATION FOR HOSPITALS

Ms. Dickerson reviewed the New Federal and State Conditions of Participation for Hospitals, including the Emergency Service Readiness, Transfer Protocols, and State Requirements. Ms. Dickerson noted that PMC has completed relevant reports and they are ready for submission prior to the deadline. Copies of the Power Point slides presented by Ms. Dickerson are appended to the file copy of these minutes.

OTHER

There was no other business brought before the committee.

ADJOURNMENT

There being no further business, the Quality Committee meeting adjourned at 12:34 p.m.

Dan Aton,
Chairperson

FINANCE COMMITTEE
Herman A. Cole, Jr. Chairperson
Stan Retz, CPA, Vice Chairperson
Robert L. Jordan, Jr., C.M., (ex-officio)
Billie Fitzgerald
Maureen Rupe
Dan Aton
Christopher Manion, M.D.
Aluino Ochoa, M.D., President/Medical Staff
George Mikitarian, President/CEO (non-voting)

FINANCE COMMITTEE MEETING
NORTH BREVARD COUNTY HOSPITAL DISTRICT OPERATING
PARRISH MEDICAL CENTER
MONDAY, AUGUST 4, 2025
FIRST FLOOR CONFERENCE ROOMS 2/3/4/5

CALL TO ORDER

I. Approval of minutes.

Motion: To recommend approval of the May 5, 2025 and June 2, 2025 meetings.

II. Financial Review – Mr. Moehring

III. Capital Request, Striker Bed Buyout – Mr. Moehring

Motion: To recommend to the Board of Directors to approve the buyout of the Patient Beds (150) and bed surfaces (12) at a total cost not to exceed the amount of $322,829.

IV. Public Hearing Dates (**For Information Only**)

V. Executive Session (if necessary)

ADJOURNMENT

NOTE: IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE FINANCE COMMITTEE WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, HE/SHE WILL NEED A RECORD OF PROCEEDINGS AND, FOR SUCH PURPOSES, MAY NEED TO ENSURE A VERBATIM RECORD OF THE PROCEEDINGS IS MADE AND THAT THE RECORD INCLUDES TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

PERSONS WITH A DISABILITY WHO NEED A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE ADMINISTRATIVE OFFICES, AT 951 NORTH WASHINGTON AVENUE, TITUSVILLE, FLORIDA 32796, AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE MEETING. FOR INFORMATION CALL (321) 268-6110.

THIS NOTICE WILL FURTHER SERVE TO INFORM THE PUBLIC THAT MEMBERS OF THE BOARD OF DIRECTORS OF NORTH BREVARD MEDICAL SUPPORT, INC. MAY BE IN ATTENDANCE AND MAY PARTICIPATE IN DISCUSSIONS OF MATTERS BEFORE THE NORTH BREVARD COUNTY HOSPITAL DISTRICT BOARD OF DIRECTORS FINANCE COMMITTEE. TO THAT EXTENT OF SUCH DISCUSSIONS, A JOINT PUBLIC MEETING OF THE NORTH BREVARD COUNTY HOSPITAL DISTRICT BOARD OF DIRECTORS FINANCE COMMITTEE AND THE NORTH BREVARD MEDICAL SUPPORT, INC. SHALL BE CONDUCTED.

NORTH BREVARD COUNTY HOSPITAL DISTRICT
OPERATING
PARRISH MEDICAL CENTER
FINANCE COMMITTEE

A regular meeting of the Finance Committee of the North Brevard County Hospital District operating Parrish Medical Center was held on May 5, 2025, in Conference Room 2/3/4/5, First Floor. The following members, representing a quorum, were present:

Herman A. Cole, Jr., Chairperson
Stan Retz, Vice Chairperson
Robert Jordan, Jr., C.M.
Maureen Rupe
Dan Aton
Christopher Manion, M.D.
Aluino Ochoa, M.D.
George Mikitarian (non-voting)

Member(s) Absent:
Billie Fitzgerald (excused)

A copy of the attendance roster of others present during the meeting is appended to the file copy of these minutes.

CALL TO ORDER

Mr. Cole called the meeting to order at 12:31 p.m.

REVIEW AND APPROVAL OF MINUTES

Discussion ensued and the following motion was made by Mr. Jordan seconded by Mr. Retz and approved (7 ayes, 0 nays, 0 abstentions.)

ACTION TAKEN: **MOTION APPROVING THE MARCH 3, 2025, MEETING MINUTES OF THE FINANCE COMMITTEE OF THE BOARD OF DIRECTORS OF THE NORTH BREVARD COUNTY HOSPITAL DISTRICT, AS PRESENTED.**

PUBLIC COMMENTS

There were no public comments.

FINANCIAL REVIEW

Mr. Moehring summarized the March financial statements of the North Brevard County Hospital District and the year-to-date financial performance of the Health System. Mr. Moehring answered questions and received comments from the members of the committee.

QUARTERLY INVESTMENT PORTFOLIO UPDATE

Mr. Anderson presented the quarterly operating account and pension account investment performance update. Mr. Anderson answered questions and received comments from the members of the committee.

RETIREMENT COMMITTEE MEMBERSHIP

Discussion ensued and the following motion concerning the Retirement Committee membership was made by Mr. Jordan, seconded by Mr. Aton, and approved (7 ayes, 0 nays, 0 abstentions).

ACTION TAKEN: **MOTION TO RECOMMEND THE BOARD OF DIRECTORS APPROVE THE MEMBERSHIP OF JANE HANKINS TO RETIREMENT PLANNING COMMITTEE FOR A THREE-YEAR TERM FROM JUNE 1, 2025 – MAY 31, 2028.**

AUDIT ENGAGEMENT LETTER FORVIS MAZARS

Mr. Moehring reviewed the engagement letter with Forvis Mazars for the upcoming audit for FY25. The engagement letter was previously approved by the Audit Committee. Discussion ensued and the following motion was made by Mr. Jordan seconded by Mr. Retz and approved (7 ayes, 0 nays, 0 abstentions.)

ACTION TAKEN: **MOTION TO RECOMMEND THE BOARD OF DIRECTORS APPROVE THE FORVIS MAZARS ENGAGEMENT LETTER FOR THE FY25 AUDIT AS PRESENTED.**

OTHER

Mr. Moehring noted that an agreement has been reached with Blue Cross/ Blue Shield Health Insurance and is almost finalized. Negotiations are still underway with United Healthcare Insurance Company.

ADJOURNMENT

There being no further business to come before the committee, the Finance Committee meeting adjourned at 1:02 p.m.

Herman A. Cole, Jr.,
Chairman

NORTH BREVARD COUNTY HOSPITAL DISTRICT
OPERATING
PARRISH MEDICAL CENTER
FINANCE COMMITTEE

A regular meeting of the Finance Committee of the North Brevard County Hospital District operating Parrish Medical Center was held on June 2, 2025, in Conference Room 2/3/4/5, First Floor. The following members, representing a quorum, were present:

Herman A. Cole, Jr., Chairperson
Stan Retz, Vice Chairperson
Robert Jordan, Jr., C.M.
Maureen Rupe
Billie Fitzgerald
Dan Aton
Christopher Manion, M.D.
Aluino Ochoa, M.D.
George Mikitarian (non-voting)

Member(s) Absent:

A copy of the attendance roster of others present during the meeting is appended to the file copy of these minutes.

CALL TO ORDER

Mr. Cole called the meeting to order at 12:37 p.m.

REVIEW AND APPROVAL OF MINUTES

Discussion ensued and the following motion was made by Mr. Jordan seconded by Dr. Manion and approved (8 ayes, 0 nays, 0 abstentions.)

ACTION TAKEN: **MOTION APPROVING THE APRIL 7, 2025, MEETING MINUTES OF THE FINANCE COMMITTEE OF THE BOARD OF DIRECTORS OF THE NORTH BREVARD COUNTY HOSPITAL DISTRICT, AS PRESENTED.**

PUBLIC COMMENTS

There were no public comments.

FINANCIAL REVIEW

Mr. Moehring summarized the April financial statements of the North Brevard County Hospital District and the year-to-date financial performance of the Health System. Mr. Moehring answered questions and received comments from the members of the committee.

OTHER

Mr. Moehring introduced the new North Brevard County Hospital District Controller, Sandra D'Cruz.

ADJOURNMENT

There being no further business to come before the committee, the Finance Committee meeting adjourned at 1:03 p.m.

Herman A. Cole, Jr.,
Chairman

MEMORANDUM

To: Finance Committee

From: Michael Moehring, VP of Finance/CFO

Subject: FY25 Capital Budget Request – Stryker Bed Buyout

Date: August 4, 2025

This request is for the 2025 capital buyout of 150 patient beds and 12 surfaces at Parrish Medical Center (PMC).

Our current patient bed 7-year lease expires on 9/15/25 and we are recommending a buyout, at FMV, of the beds and surfaces. We believe these beds have a remaining useful life of 3-5 additional years.

Based on age, usage, and condition, at this time, we are requesting your approval to buyout the patient bed and surfaces lease at the expiration date.

Representatives from Nursing, Clinical Engineering, Finance, Administration, and more have been involved in the analysis, evaluation, and the decision and we will continue their involvement as we work through this year's project and due diligence of a future year's needs.

Motion: To recommend to the Board of Directors to approve the buyout of the Patient Beds (150) and bed surfaces (12) at a total cost not to exceed the amount of $322,829.

AD VALOREM TAXES
PUBLIC HEARING DATES

1ST PUBLIC HEARING DATE

Regulations:

Must be conducted not before 65 days after 6/30/25 and within 80 days after 6/30/25.

Tentative date set for September 8, 2025 (Monday) at 5:01 p.m. in Conference Room 2/3/4/5. The regular meetings of the Board of Directors and the Committees of the Board of Directors are also set for September 8th (Monday).

2ND PUBLIC HEARING DATE

Regulations:

Must be conducted not before two days after newspaper add and not more than five days after newspaper add.

Tentative date set for September 22, 2025 (Monday) at 5:01 p.m. in Conference Room 2/3/4/5.

Note: The newspaper ad for the 2nd public hearing is to be published within 15 days of the 1st public hearing. The tentative date for this publishing is set for September 18, 2025 (Thursday).

ATTACHMENT: Confirmation from Brevard County Board of County Commissioners re: Public Hearings on County and School Budgets.

July 30, 2025

Brevard County Budget Office

The Brevard County Budget Office is responsible for the development of the annual Operating and five year Capital Improvement Program budgets. Through coordination with departments and County Administration, we strive to present a budget that adheres to the vision and guidance of the Brevard County Board of County Commissioners while maximizing limited resources. Our goal on this website is to provide transparent and comprehensive budget information that is easily accessible by our stakeholders; residents, visitors, staff and County Management.

On our website, users can access proposed (July through September), current year (effective October 1st each year) and prior year budgets. Readers may also find information about the budget process, applicable state and local directives, a budget-in-brief, frequently asked questions and links to associated websites.

We are committed to making our website as informative and as user-friendly as possible, and welcome suggestions that will enhance its appearance and/or content.

Fiscal Year Proposed Budget 2025-2026

The **proposed budget** for fiscal year beginning October 1, 2025 and ending September 30, 2026 is $ 2,481,586,460. The proposed budget demonstrates the Board's commitment to prioritizing funding for public safety while continuing to decrease property tax rates.

Public Hearings on County and School Budgets for Fiscal Year 2025-2026

In accordance with the requirements of Florida Statutes, Chapter 200.065, notice is given concerning the dates of the scheduled public hearings on the ad valorem tax rates and budgets of the Brevard County School Board and the Brevard County Board of County Commissioners for the fiscal year beginning October 1, 2025.

The Brevard County School Board will hold public hearings on its ad valorem tax rates and budget: for the fiscal year beginning July 1, 2025, on:

Tuesday – July 29, 2025, at 5:30 PM and
Tuesday - September 9, 2025, at 5:30 PM

The Brevard County Board of County Commissioners will hold public hearings on its ad valorem tax rates and budget for the fiscal year beginning October 1, 2025, on:

Wednesday - September 10, 2025, at 5:30 PM and
Tuesday - September 23, 2025, at 5:30 PM

If there are any questions concerning these meetings, please call the Brevard County Budget Office at (321) 633-2153.

Citizen Budget Guide

Budget Process Timeline

Frequently Asked Questions

Reports

Financial Reports

Quarterly Reports

EXECUTIVE COMMITTEE
Stan Retz, CPA, Chairman
Robert L. Jordan, Jr., C.M.
Herman A. Cole, Jr.
Elizabeth Galfo, M.D.
Maureen Rupe
George Mikitarian, President/CEO (non-voting)

DRAFT AGENDA
EXECUTIVE COMMITTEE
NORTH BREVARD COUNTY HOSPITAL DISTRICT
OPERATING
PARRISH MEDICAL CENTER
MONDAY, AUGUST 4, 2025
FIRST FLOOR, CONFERENCE ROOM 2/3/4/5
IMMEDIATELY FOLLOWING FINANCE COMMITTEE

CALL TO ORDER

I. Approval of Minutes

Motion to approve the minutes of the May 5, 2025 and June 2, 2025 meetings.

II. Reading of the Huddle

III. Report from Titusville City Council Liaison – Tom Abbate

IV. Attorney Report – Mr. Boyles

V. Oncology Center – Mr. Quinn

Resolution Approving Oncology Center Transactions

Motion to recommend the Board of Directors adopt the resolutions of the Board of Directors of the North Brevard County Hospital District dba Parrish Medical Center approving the transactions described below:

1. ***The sale of the Medical Office Property located at 490 North Washington Avenue and the adjacent vacant lot on North DeLeon Avenue to Samsara Property, LLC for $8,900,000, as set forth in the Real Estate Sale and Purchase Agreement.***

2. ***The lease of the Medical Office Property pursuant to the terms outlined in the Lease Agreement, by and between Samsara Property, LLC, as landlord, and the North Brevard County Hospital District dba Parrish Medical Center, as tenant, and related Memorandum of Lease.***

3. ***The formation of PRO Oncology, LLC and Parrish Radiation Oncology, LLC.***

4. ***The execution of a Sublease for space within the Medical Office Property to Parrish Radiation Oncology, LLC.***

5. ***The Management Services Agreement related to the Medical Office Building.***

6. ***The Recruiting Agreement as a form document to be used to recruit qualified Radiation Oncologists to provide services at the Center with appropriate amounts of funding to recruit said physicians.***

The Board authorizes and directs the appropriate officers of the District to take all actions necessary to finalize, execute, and implement the Purchase Agreement, Lease Agreement, the Sublease, Organizational Documents to form Parrish Radiation Oncology, LLC, the Management Services Agreement, the Recruiting Agreement, and all related documents, and to take such further actions as may be required to complete these contemplated transactions in accordance with District policies and procedures.

VI. Executive Session (if needed)

ADJOURNMENT

NOTE: IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, HE/SHE WILL NEED A RECORD OF PROCEEDINGS AND, FOR SUCH PURPOSES, MAY NEED TO ENSURE A VERBATIM RECORD OF THE PROCEEDINGS IS MADE AND THAT THE RECORD INCLUDES TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

PERSONS WITH A DISABILITY WHO NEED A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE ADMINISTRATIVE OFFICES, AT 951 NORTH WASHINGTON AVENUE, TITUSVILLE, FLORIDA 32796, AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE MEETING. FOR INFORMATION CALL (321) 268-6110.

THIS NOTICE WILL FURTHER SERVE TO INFORM THE PUBLIC THAT MEMBERS OF THE BOARD OF DIRECTORS OF NORTH BREVARD MEDICAL SUPPORT, INC. MAY BE IN ATTENDANCE AND MAY PARTICIPATE IN DISCUSSIONS OF MATTERS BEFORE THE NORTH BREVARD COUNTY HOSPITAL DISTRICT BOARD OF DIRECTORS EXECUTIVE COMMITTEE. TO THE EXTENT OF SUCH DISCUSSIONS, A JOINT PUBLIC MEETING OF THE NORTH BREVARD COUNTY HOSPITAL DISTRICT BOARD OF DIRECTORS EXECUTIVE COMMITTEE AND NORTH BREVARD MEDICAL SUPPORT, INC. SHALL BE CONDUCTED.

NORTH BREVARD COUNTY HOSPITAL DISTRICT
OPERATING
PARRISH MEDICAL CENTER
EXECUTIVE COMMITTEE

A regular meeting of the Executive Committee of the North Brevard County Hospital District operating Parrish Medical Center was held on May 5, 2025, in Conference Room 2/3/4/5, First Floor. The following members were present:

Stan Retz, CPA, Chairman
Robert L. Jordan, Jr., C.M., Vice Chairman
Herman A. Cole, Jr.
Maureen Rupe
Elizabeth Galfo, M.D.
George Mikitarian (non-voting)

Members Absent:
None

A copy of the attendance roster of others present during the meeting is appended to the file copy of these minutes.

CALL TO ORDER

Mr. Retz called the meeting to order at 1:02 p.m.

REVIEW AND APPROVAL OF MINUTES

Discussion ensued and the following motion was made by Mr. Cole, seconded by Mr. Jordan, and approved (5 ayes, 0 nays, 0 abstentions).

ACTION TAKEN: **MOTION TO APPROVE THE MARCH 3, 2025 MEETING MINUTES OF THE EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS, AS PRESENTED.**

READING OF THE HUDDLE

Dr. Galfo presented the Weekly Huddle.

ATTORNEY REPORT

Mr. Boyles distributed a summary of the 2025 Healthcare Bills & Laws. He also indicated that an extension of the legislative session will be opening May 12, 2025 and Gray-Robinson will bring an updated summary of the 2025 Healthcare Laws at that time.

OTHER

There was no other business to come before the committee.

ADJOURNMENT

There being no further business to discuss, the committee adjourned at 1:11 p.m.

Stan Retz, CPA
Chairman

NORTH BREVARD COUNTY HOSPITAL DISTRICT
OPERATING
PARRISH MEDICAL CENTER
EXECUTIVE COMMITTEE

A regular meeting of the Executive Committee of the North Brevard County Hospital District operating Parrish Medical Center was held on June 2, 2025, in Conference Room 2/3/4/5, First Floor. The following members were present:

Stan Retz, CPA, Chairman
Robert L. Jordan, Jr., C.M., Vice Chairman
Herman A. Cole, Jr.
Maureen Rupe
Elizabeth Galfo, M.D.
George Mikitarian (non-voting)

Members Absent:
None

A copy of the attendance roster of others present during the meeting is appended to the file copy of these minutes.

CALL TO ORDER

Mr. Retz called the meeting to order at 1:03 p.m.

REVIEW AND APPROVAL OF MINUTES

Discussion ensued and the following motion was made by Mr. Cole, seconded by Mr. Jordan, and approved (5 ayes, 0 nays, 0 abstentions).

ACTION TAKEN: **MOTION TO APPROVE THE APRIL 7, 2025 MEETING MINUTES OF THE EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS, AS PRESENTED.**

READING OF THE HUDDLE

Dr. Galfo presented the Weekly Huddle.

ATTORNEY REPORT

Mr. Boyles distributed a summary of the 2025 Healthcare Bills & Laws. He also discussed several bills of interest to the Board.

OTHER

There was no other business to come before the committee.

ADJOURNMENT

There being no further business to discuss, the committee adjourned at 1:12 p.m.

Stan Retz, CPA
Chairman

PARRISH
MEDICAL CENTER

RESOLUTION OF THE BOARD OF DIRECTORS
NORTH BREVARD COUNTY HOSPITAL DISTRICT

August 4, 2025

The Board of Directors (the "**Board**") of North Brevard County Hospital District, d/b/a Parrish Medical Center (the "**District**" and "**Seller**"), at a meeting duly called and held on August 4, 2025, at which a quorum was present, hereby adopts the following recitals and resolutions:

WHEREAS, the Board has determined that it is in the best interests of the District to purchase that certain medical office building located at 490 North Washington Avenue (the "**Building**") and the vacant lot located on North DeLeon Avenue (with no assigned address) (collectively, with the Building, the "**Medical Office Property**"). The Medical Office Property was declared "surplus property" of the District at a meeting of the Board held on October 7, 2024.

WHEREAS, after advertising the Medical Office Property for sale in accordance with its policies, the District has determined it should sell the Medical Office Property to Samsara Property, LLC, a Florida limited liability company ("**Purchaser**") for its fair market value and then lease back the Medical Office Property for a reasonable term at fair market value.

WHEREAS, Purchaser has agreed to purchase the Medical Office Property, together with the driveways, parking facilities, vacant lot and other improvements associated with the operation of the Building, as legally described on **Exhibit "A"**.

WHEREAS, the District, as Seller, and Purchaser have negotiated a Real Estate Sale and Purchase Agreement attached hereto as **Exhibit "B"** (the "**Purchase Agreement**").

WHEREAS, Seller and Purchaser have agreed to close the purchase of the Medical Office Property pursuant to the Purchase Agreement as soon as possible and before entering the Lease Agreement (as defined below).

WHEREAS, the Medical Office Property has been valued at $8,900,000, and Purchaser has agreed to purchase the Medical Office Building for $8,900,000 on the terms set forth in the Purchase Agreement.

WHEREAS, the District desires to leaseback the Medical Office Property in accordance with that certain Lease Agreement (the latest draft of which is attached hereto as **Exhibit "C"**) (the "**Lease Agreement**") subject to the purchase of the Medical Office Property by Purchaser in accordance with the Purchase Agreement.

WHEREAS, the Board has the authority to sell the Medical Office Property in order to free up working capital for the District.

WHEREAS, the Board has decided the sale of the Medical Office Property is in the best interest of the residents of the District.

WHEREAS, the Board has authority to lease real property if, in the opinion of the Board, such action is necessary and proper for its operations.

WHEREAS, the Board believes that entering into the Lease Agreement will strengthen the District's ability to meet the healthcare needs of the community in the future and is in the best interest of the people of the District as it will support the availability of ongoing services in the Community, secure access to critical lifesaving care and align with the District's public health priorities.

WHEREAS, the District and Purchaser commenced negotiations for an acceptable lease of the Medical Office Property by negotiating the terms, and after extensive negotiations, desire to enter into the Lease Agreement.

WHEREAS, fundamental agreement has been reached on all major aspects of the Lease Agreement, as set forth in **Exhibit "C**," which **Exhibit "C"** is hereby incorporated by reference as part of this Resolution, but as is common in these agreements, details and issues continue to be finalized through negotiations.

WHEREAS, the Lease Agreement contains various covenants, obligations, restrictions, and responsibilities on both parties, as further set forth in the Lease Agreement.

WHEREAS, the District desires to assure it is paying no more than Fair Market Value rent for the Medical Office Property which is the subject of the Lease Agreement.

WHEREAS, the District has obtained a Fair Market Value Rent Appraisal from a qualified real estate appraiser and has reviewed said appraisal, a copy of which is attached to this Resolution as **Exhibit "D"**.

WHEREAS, the District has determined that it is in its best interests of the residents of North Brevard County for it to enter into Lease Agreement as it will support the availability of ongoing services in the Community, secure access to critical lifesaving care and align with the District's public health priorities.

WHEREAS, as part of the sale and leaseback transactions relating to the Medical Office Property, the support organization for the District which is North Brevard Medical Support, Inc. ("**NBMS**") has formed PRO Oncology, LLC, a Florida limited liability company that is wholly-owned by NBMS ("**PRO Oncology"),** and PRO Oncology and Radiation Oncology Partners, LLC, a Florida Limited Liability Company ("**ROP**"), have formed or will form a Florida Limited Liability Company named Parrish Radiation Oncology, LLC (a copy of the organizational governance documents of Parrish Radiation Oncology, LLC, including articles of organization and its operating agreement are attached as **Exhibit "E**").

WHEREAS, PRO Oncology will initially own eighty percent (80%) of Parrish Radiation Oncology, LLC, and ROP will initially own twenty percent (20%) of Parrish Radiation Oncology, LLC.

WHEREAS, ROP will have the opportunity in the future to acquire an additional twenty-nine percent (29%) of Parrish Radiation Oncology, LLC in accordance with its operating agreement.

WHEREAS, ROP and Parrish Radiation Oncology, LLC will enter a Management Services Agreement for ROP to manage the portion of the Medical Office Property that is dedicated to providing radiation oncology services (the "**Management Services Agreement**", a copy of which is attached as **Exhibit "F"**).

WHEREAS, NBMS and the District plan to provide recruiting assistance to ROP to recruit physicians specializing in radiation oncology to the North Brevard County community pursuant to a recruiting agreement to be agreed to by the appropriate parties (the "**Recruiting Agreement**"), a copy of the current proposed version of which is attached as **Exhibit "G"**).

WHEREAS, the District, as sublandlord, and Parrish Radiation Oncology, LLC, as subtenant, will enter a sublease for approximately 5,767.07 square feet (the "**Subleased Premises**") of the building located on the Medical Office Property (the "**Sublease**"). The Subleased Premises will be used to provide medical radiation oncology services.

WHEREAS, the Board believes that entering into the Sublease will strengthen the District's ability to meet the healthcare needs of the community in the future and is in the best interest of the residents of the District as it will support the availability of ongoing services in the Community, secure access to critical lifesaving care and align with the District's public health priorities.

WHEREAS, the District and Purchaser commenced negotiations for an acceptable sublease of the Subleased Premises by negotiating the terms, and after extensive negotiations, desire to enter into the Sublease.

WHEREAS, fundamental agreement has been reached on all major aspects of the Sublease, as set forth in **Exhibit "I**," which **Exhibit "I"** is hereby incorporated by reference as part of this Resolution, but as is common in these agreements, details and issues continue to be finalized through negotiations.

WHEREAS, the Sublease contains various covenants, obligations, restrictions, and responsibilities on both parties, as further set forth in the Sublease.

WHEREAS, the rent under the Sublease was determined in accordance with the Fair Market Value Rent Appraisal attached to this Resolution as **Exhibit "D"**.

WHEREAS, the District has determined that it is in its best interests of the people of North Brevard County for it to enter into the Sublease as it will support the availability of ongoing services in the Community, secure access to critical lifesaving care and align with the District's public health priorities.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The above recitals are true and correct and are hereby specifically adopted as findings of the Board.

2. Based on the foregoing findings, the Board's decision, and information currently before the Board at the meeting of this date, the sale of the Medical Office Property is necessary to free up capital of the District and is in the best interest of the residents of the District to support the availability of ongoing services in the Community, secure access to critical lifesaving care and align with the District's public health priorities.

3. After review of the Fair Market Value appraisal attached as **Exhibit "H"**, the Board finds that the sale of the Medical Office Property for $8,900,000 is fair market value and that the Purchase Agreement and its terms and conditions are fair and reasonable and will result in the District receiving fair market value for the Medical Office Property.

4. The Board hereby approves the Purchase Agreement in substantially the form attached hereto, which provides that the Medical Office Property will be sold to Purchaser for a purchase price of $8,900,000 due at closing.

5. The Board authorizes, empowers, and directs the Chairman, Vice Chairman and President/CEO and such other officers of the District as necessary to:

(a) Complete all negotiations and execute no later than August 8, 2025 the Purchase Agreement in substantially the form attached hereto as **Exhibit "B".**

(b) Thereafter take such actions as may be necessary or appropriate to close the sale of the Medical Office Property to Purchaser, including but not limited to execute any such other documents, certificates, and instruments necessary to consummate such purchase and sale of the Medical Office Property all in accordance with the policies and procedures of the District.

6. Based upon the foregoing findings, the Board's decisions and information coming before the Board at the meeting held on this date, the Lease Agreement and the lease of the Medical Office Property are necessary for the use of the people of the District, preservation of the public health, and the public good, which are all in the best interests of the public.

7. After review of the rent valuation report attached hereto as **Exhibit "D**," the Board finds that the lease of the Building from Purchaser is for fair market value rent, as confirmed by the valuation report set forth in **Exhibit "D**," which is hereby incorporated as part of this Resolution. Further, after review of the Lease Agreement attached hereto as **Exhibit "C**," the Board further finds that rental rates and other terms and conditions set forth in the Lease Agreement are fair and reasonable and will result in fair market value rent being paid to Purchaser.

8. The Board hereby approves the Lease Agreement in substantially the form attached hereto as **Exhibit "C"**. The lease of the Medical Office Property pursuant to the Lease Agreement has a term of twenty (20) years, and potentially thirty (30) years if such lease is extended as provided in the terms of the Lease Agreement, in the District's sole discretion. Further, the Lease Agreement shall provide that it is contingent on the closing of the purchase of the Medical Office Property by Purchaser.

9. The Board authorizes, empowers and directs the Chairman, Vice Chair, and President/CEO, Chief Financial Officer, and other officers of the District, with any one of them acting singly or collectively (collectively, the "**Authorized Officers**"), to act on its behalf to:

(a) Complete all negotiations and execute the Lease Agreement no later than August 8, 2025, a Lease Agreement in substantially the form of the Lease Agreement presented to the Board as of this date as **Exhibit "C**", including exhibits, schedules, and other documentation for the transaction, with the Authorized Officers being authorized to make such modifications or adjustments as shall seem to them, in their discretion, consistent with the intent and purpose thereof and to be in the best interest of the people of the District all in accordance with the policies and procedures of the District; and

(b) Thereafter, to take such other actions as may be appropriate or necessary to execute the Lease Agreement, and any such other documents, certificates, and instruments relevant thereto all in accordance with the policies and procedures of the District.

10. The District acknowledges the Lease Agreement will require the District to expend funds for common area maintenance charges, certain capital expenses, and all other fees and expenses due from the District under the Lease Agreement.

11. Based upon the foregoing findings, the Board's decisions and information coming before the Board at the meeting held on this date, the Management Services Agreement and the Recruiting Agreement are necessary for the use of the residents of the District, preservation of the public health, and the public good, which are all in the best interests of the public.

12. The Board hereby approves the Management Services Agreement and the Recruiting Agreement attached hereto as **Exhibit "F"** and **Exhibit "G"**, respectfully. The Management Services Agreement has a term of five 5) years, and potentially a number of additional years if the Management Services Agreement is extended as provided in its terms. The Recruiting Agreement has a term as set forth by its terms.

13. The Board authorizes, empowers and directs the Authorized Officers, acting singly or collectively, to act on its behalf to:

(a) Complete all negotiations and execute no later than August 8, 2025, a Management Services Agreement in substantially the form of the Management Services Agreement presented to the Board as of this date as **Exhibit "F**", including exhibits, schedules, and other documentation for the transaction, with the Authorized Officers being authorized to make such modifications or adjustments as shall seem to them, in their discretion, consistent with the intent and purpose thereof and to be in the best interest of the people of the District and in accordance with the policies and procedures of the District; and

(b) Thereafter, to take such other actions as may be appropriate or necessary to execute the Management Services Agreement, and any such other documents, certificates, and instruments relevant thereto all in accordance with the policies and procedures of the District.

(c) Complete all negotiations and execute no later than August 8, 2025, a Recruitment Agreement in substantially the form of the Recruitment Agreement presented to the Board as of this date as **Exhibit "G**", including exhibits, schedules, and other documentation for the transaction, with the Authorized Officers being authorized to make such modifications or adjustments as shall seem to them, in their discretion, consistent with the intent and purpose thereof and to be in the best interest of the people of the District and in accordance with the policies and procedures of the District; and

(d) Thereafter, to take such other actions as may be appropriate or necessary to execute the Recruitment Agreement, and any such other documents, certificates, and instruments relevant thereto all in accordance with the policies and procedures of the District.

14. Based upon the foregoing findings, the Board's decisions and information coming before the Board at the meeting held on this date, the formation of Parrish Radiation Oncology, LLC (a copy of the organizational governance documents including articles of organization and its operating agreement are attached as **Exhibit "E"**) and are necessary for the use of the people of the District, preservation of the public health, and the public good, which are all in the best interests of the public.

15. The Board authorizes, empowers and directs the Authorized Officers, acting singly or collectively, to act on its behalf to:

(a) Form PRO Oncology and complete all negotiations and execute no later than August 7, 2025, the formation documents (including but not limited to the articles of organization and the operating agreement (herein "**Organizational Documents**") for the formation of Parrish Radiation Oncology LLC, in each case in substantially the forms of the Organizational Documents presented to the Board as of this date as **Exhibit "E"**, including exhibits, schedules, and other documentation for the transaction, with the Authorized Officers being authorized to make such modifications or adjustments as shall seem to them, in their discretion, consistent with the intent and purpose thereof and to be in the best interest of the people of the District and in accordance with the policies and procedures of the District; and

(b) Thereafter, to take such other actions as may be appropriate or necessary to execute the Organizational Documents, and any such other documents, certificates, and instruments relevant thereto all in accordance with the policies and procedures of the District.

16. The Board authorizes, empowers and directs the Authorized Officers, acting singly or collectively, to act on its behalf to:

(a) Complete all negotiations and execute the Sublease no later than August 8, 2025, a Sublease in substantially the form of the Sublease presented to the Board as of this date as **Exhibit "I"**, including exhibits, schedules, and other documentation for the transaction, with the Authorized Officers being authorized to make such modifications or adjustments as shall seem to them, in their discretion, consistent with the intent and purpose thereof and to be in the best interest of the people of the District and in accordance with the policies and procedures of the District; and

(b) Thereafter, to take such other actions as may be appropriate or necessary to execute the Sublease, and any such other documents, certificates, and instruments relevant thereto all in accordance with the policies and procedures of the District.

17. All prior acts of the Authorized Officers in furtherance of the arrangements and agreements authorized by the foregoing Resolutions are hereby ratified and confirmed.

18. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this resolution shall continue in full force and effect, it being expressly found and declared that the remainder of this resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

19. This Resolution shall take effect immediately upon its adoption.

Duly adopted this 4th day of August, 2025.

North Brevard County Hospital District

By: _____
Robert Jordan, Chairman, Board of Directors

ATTEST:

_____
Elizabeth Galfo, MD, Secretary
[SEAL]

EXHIBIT “A”

LEGAL DESCRIPTION OF MEDICAL OFFICE PROPERTY

PARCEL 1:

The West 260 feet of the East 280 feet of the Southeast 1/4, lying South of U.S. Highway No. 1 and North of the Plat of E.H. RICES ADDITION TO TITUSVILLE, recorded in Plat Book 1, Page 6, Section 33, Township 21 South, Range 35 East, Brevard County, Florida. LESS AND EXCEPT the South 215 feet.

AND

The South 215 feet of the North 334.58 feet of the West 260 feet of the East 280 feet of the Southeast 1/4 of the Southeast 1/4 of Section 33, Township 21 South, Range 35 East, Brevard County, Florida.

AND

PARCEL 2:

Lots 13 and 14, Block 1, BRYAN-HELLER ESTATES, according to the plat thereof, as recorded in Plat Book 10, Page 89, of the Public Records of Brevard County, Florida.

EXHIBIT "B"

[ATTACH LATEST DRAFT REAL ESTATE SALE AND PURCHASE AGREEMENT]

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement ("**Agreement**") is dated as of the Effective Date, as hereinafter defined, by and between **NORTH BREVARD COUNTY HOSPITAL DISTRICT, d/b/a PARRISH MEDICAL CENTER**, a political subdivision of the State of Florida ("**Seller**"), and **SAMSARA PROPERTY, LLC**, a Florida limited liability company ("**Buyer**"). Buyer and Seller shall sometimes be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS:

A. Seller is the owner of certain real property located in Brevard County, Florida and located at 490 N. Washington Avenue, Titusville, Florida 32797 (the "**Building**") and a vacant lot located on N. DeLeon Avenue (with no assigned address) (the "**Ancillary Lot**").

B. Pursuant to the terms of this Agreement, Seller has agreed to sell the Building and Ancillary Lot to Buyer (the "**Sale Transaction**") in accordance with the terms and conditions of this Agreement. The Parties understand and agree that the closing of the Sale Transaction is contingent on the completion of certain conditions as set forth herein.

C. Upon the closing of the Sale Transaction, Seller, as tenant, and Buyer, as landlord, have agreed to enter into a Lease Agreement for the entire Building (the "**Master Lease**"), which Master Lease will have a term of 20 years, with an option to extend the term of the Master Lease.

D. Simultaneous with the Sale Transaction, Seller's affiliated entity, North Brevard Medical Support, Inc., a Florida not for profit corporation ("**NBMS**") and Radiation Oncology Partners, LLC, a Florida limited liability company, will enter into a limited liability company agreement (the "**Joint Venture Agreement**") to operate an oncology center located in a portion of the Building.

E. Simultaneous with the Sale Transaction, Parrish Radiation Oncology, LLC, a Florida limited liability company (the "**Joint Venture Company**") will enter into a Sublease Agreement with Seller, as sublandlord, and the Joint Venture Company, as subtenant, for a portion of the Building containing approximately 5,767.07 square feet of space located on the first and second floors of the Building (the "**JV Sublease").**

NOW, THEREFORE, for $10.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **SALE AND PURCHASE**.

Seller agrees to sell, assign, transfer and convey to Buyer, and Buyer agrees to purchase from Seller all of Seller's right, title and interest, if any, in and to the following:

a. **Real Property**. Seller's fee simple title to the real property described on **Exhibit "A"** attached hereto and incorporated herein located at 490 N. Washington Avenue, Titusville, Brevard County, Florida, 32796 and the Ancillary Lot located on N. DeLeon Avenue, Titusville, Florida 32796, which shall be deemed to include all appurtenances, easements, rights-of-way, tenements and hereditaments incident thereto, if any, and any and all title and interest of Seller in and to all strips and gores, any land lying in or under the bed of any adjoining street, and any

streets, roads, pipes, utility lines and infrastructure improvements in, on or under the land, if any (collectively the "**Land**");

b. **Improvements**. All buildings, structures, fixtures and other improvements on the Land and in the buildings (collectively the "**Improvements**"), but specifically excluding the medical fixtures (including the linear accelerator and the scanning equipment), and other equipment located within the Building.

Unless the context clearly requires otherwise, the Land and the Improvements are collectively called the "**Property**". Buyer and Seller expressly agree and acknowledge that the Property subject to sale and purchase pursuant to this Agreement shall not include any health care related permits, licenses, or other authorizations obtained from governmental authorities related to the operation of any business located on the Property.

c. **Lease Back**. At the Closing of the transaction Buyer and Seller shall enter into the Master Lease in the form of **Exhibit "B"** attached hereto and incorporated herein.

2. **PURCHASE PRICE, PAYMENT, AND TAX PARCELS**.

In consideration of the conveyance of the Property to Buyer, Buyer shall pay to Seller the sum of EIGHT MILLION NINE HUNDRED THOUSAND AND 00/100 U.S. DOLLARS ($8,900,000.00) (the "**Purchase Price**"), subject to the credits, adjustments and prorations provided for in this Agreement. The Purchase Price shall be payable as follows:

a. **Deposit**. An earnest money deposit in the amount of ONE HUNDRED THOUSAND AND NO/100 U.S. DOLLARS ($100,000.00) shall be paid to the Escrow Agent, as defined below, at the earlier of (i) within seven (7) business days of the Parties' mutual execution of this Agreement, or (ii) the Closing of the transaction (the "**Deposit**"). At Closing, the Deposit shall be credited for the account of Buyer toward the Purchase Price**.**

b. **Cash at Closing**. The balance of the Purchase Price, adjusted in accordance with the provisions of this Agreement, shall be paid by Buyer to Seller at Closing by wire transfer.

c. **Buyer's Failure to Pay Deposit.** If Buyer fails to pay the Deposit into escrow with Escrow Agent on or before the dates set forth in Section 2.a. above, this Agreement shall be terminated and neither party shall have any rights or obligations hereunder.

d. **Escrow Agent**. The Deposit shall be held by GrayRobinson, P.A., whose address is GrayRobinson, P.A., 301 E. Pine Street, Suite 1400, Orlando, FL 32801, Attention. Paul S. Quinn, Jr., Esq. (the "**Escrow Agent**") subject to the terms and conditions of Section 14 below. If the Escrow Agent is also Seller's counsel, the Parties hereby agree that in the event of a dispute between the Parties concerning the disposition of the Deposit or any other provision of this Agreement, the Escrow Agent shall have the right to continue to represent Seller with respect to such dispute and Escrow Agent shall not be disqualified from such representation and such representation shall not constitute a conflict of interest.

3. **REPRESENTATIONS AND WARRANTIES.**

a. ***PROPERTY CONVEYED "AS IS"***. THE FOLLOWING DISCLAIMER IS ACKNOWLEDGED BY BUYER:

BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY THEREOF, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY OR THE TAX CONSEQUENCES OF OWNING SAME, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, OR PROFITABILITY OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. SPECIFICALLY, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE, ZONING OR DEVELOPMENT OF REGIONAL IMPACT LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN, ON, OR UNDER THE PROPERTY OF HAZARDOUS MATERIALS (AS DEFINED IN SECTION 3.D BELOW). BUYER FURTHER ACKNOWLEDGES AND AGREES THAT BUYER REPRESENTS THAT IT IS A KNOWLEDGEABLE BUYER OF REAL ESTATE AND WILL BE GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER AND AT THE CLOSING AGREES TO ACCEPT THE PROPERTY AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST SELLER (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO THE PRESENCE OF ANY HAZARDOUS MATERIALS IN, ON, OR UNDER THE PROPERTY. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER OR SELLER'S AGENT WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. EXCEPT AS OTHERWISE PROVIDED HEREIN, SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, OR OTHER PERSON. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING. TO THE EXTENT THAT THE SALE OF THE PROPERTY INCLUDES THE SALE OF ANY INCIDENTAL OR RELATED PERSONAL PROPERTY, SELLER ALSO DISCLAIMS ANY AND ALL WARRANTIES OR

REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING THE CONDITION THEREOF INCLUDING, BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS AND INVESTIGATIONS. THE PROVISIONS OF THIS SECTION 3.a. SHALL SURVIVE THE CLOSING.

b. **Seller's Representations and Warranties**. Seller represents and warrants to Buyer the following as of the Effective Date (unless any such representation and warranty is specifically limited as being made as of the Closing Date below) and, in all material respects, as of the Closing Date:

i. Seller is a special hospital district of the State of Florida created by special act of the Florida Legislature in 1953 by Chapter 28924, Laws of Florida, re-codified by Ch. 2003-362, Laws of Florida (the "**Enabling Legislation**").

ii. Seller has the right, power and authority to make and perform Seller's obligations under this Agreement. Each of the persons executing this Agreement on behalf of Seller represents and warrants that all persons signing on behalf of the Seller were authorized to do so by appropriate Board of Director Resolutions.

iii. The execution, delivery and performance of this Agreement in accordance with its terms, do not violate Seller's Enabling Legislation.

iv. Seller has not filed for relief as a debtor under any state receivership laws or federal bankruptcy laws.

v. There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or threatened against Seller or, to the best of Seller's knowledge, the Property.

vi. Seller has received no written notice of any threatened and filed condemnation or similar proceeding affecting the Land or any portion thereof.

vii. Seller is not a party to nor does Seller have any knowledge of any legal actions, suits or other legal or administrative proceedings pending that may directly and adversely affect the Property, or any portion thereof, nor does Seller have any written notice that any such action is contemplated.

viii. Except for the Master Lease and the JV Sublease, there are no leases, contracts or agreements to which Seller is a party or otherwise affecting the Property (except the Permitted Exceptions), which may adversely affect the Property or the closing of the sale under this Agreement, or which may be binding upon the Property or Buyer after the Closing. Provided, however, Seller may enter into certain service and other

contracts which would relate to the Property, such as lawn service or elevator service contracts.

ix. No person other than Seller has any lease or other occupancy rights with respect to the Property.

x. Seller will keep the Property insured through the Closing Date.

xi. Seller agrees while this Agreement is in effect not to enter into any new lease, lease renewal or other agreement for occupancy of all or any portion of the Property without Buyer's consent in Buyer's sole and absolute discretion.

xii. Between the Effective Date and the Closing, Seller shall: (i) promptly following receipt, provide Buyer with copies of all material written notices received from any governmental authority related to the Property; (ii) not sell or otherwise transfer or dispose of all or any part of the Property or any interest therein, nor initiate, consent to, approve or otherwise take any action with respect to zoning or any other governmental rules or regulations presently applicable to all or any part of the Property; (iii) not (and shall cause its affiliates, as well as its and its affiliates' principals, officers, directors, employees, agents and representatives, and any other person acting for it or them, not to) make or accept any offers for (or otherwise negotiate with any third party with respect to) the sale or other disposition (directly or indirectly) of the Property or any other transaction that that would prohibit or adversely affect the sale of the Property to Buyer; and (iv) continue to operate and maintain the Property consistent with Seller's operation and maintenance practices in existence on the date hereof.

xiii. To Seller's knowledge, Seller has not received any written notice any pending or contemplated change in any private restriction applicable to the Property which would result in any material change in the condition of the Property or any part thereof, or would materially limit or impede the operation of the Property.

xiv. Seller shall provide written notice to Buyer at any time and from time to time after the Effective Date through the Closing if it acquires any information that any of the representations or warranties made in this Agreement were inaccurate in any material respect as of the Effective Date, become inaccurate in any material respect after the Effective Date or will be inaccurate in any material respect as of the Closing.

For purposes of this Agreement, including without limitation Sections 3.a. and 3.d., "**Seller's knowledge**" (or any similar phrase as to the knowledge of Seller) means, and is limited to, the personal knowledge of **George Mikitarian** and **Chris McAlpine**, with the understanding that Seller has not been in physical possession of the Property and Seller is only aware of those documents relating to ownership, operation, and use of the Property that are in its actual possession), based solely on the current, conscious, and actual knowledge (as distinguished from implied, imputed, or constructive knowledge) of such persons on the date such representation or warranty was made, without investigation or inquiry or duty thereof, without attribution of any facts and matters otherwise within the personal knowledge of any other officers or employees of Seller or third parties and is made to the exclusion of any facts

disclosed to otherwise know by Buyer and does not include constructive knowledge. So qualifying Seller's knowledge shall in no event give rise to any personal liability on the part of the above-named individuals or any other officer or employee of Seller.

The representations and warranties of Seller as set forth in this Section 3 shall survive the Closing for a period of six (6) months. In no event shall Seller be liable to Buyer for any punitive, speculative, consequential or other damages of any kind with respect thereto.

c. **Buyer's Representations and Warranties**. Buyer represents and warrants to Seller that:

i. Buyer is a Florida limited liability company and its status is active with the Florida Department of State.

ii. Buyer has the right, power and authority to make and perform Buyer's obligations under this Agreement.

iii. The execution, delivery and performance of this Agreement in accordance with its terms, do not violate Buyer's Articles of Organization, Operating Agreement or any other governing documents of the Buyer.

iv. This Agreement is a valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms.

v. To the best of Buyer's knowledge, there are no actions, lawsuits, litigation or other proceeding pending or threatened with respect to the Buyer that would impact this transaction.

vi. Buyer represents and warrants to Seller that Buyer does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. At Closing, an officer or representative of Buyer agrees to attest under oath that the Buyer does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, by signing an Affidavit in compliance with such statute.

d. **Hazardous Materials**. Seller makes no representations or warranties with respect to Hazardous Materials, the presence of Hazardous Materials on the Property or compliance of the Property with any Environmental Laws.

i. The term "**Hazardous Materials**" shall mean any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) ("**CERCLA**") or any regulations promulgated under or pursuant to CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901 et. seq.) ("**RCRA**") or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (iv) any "pollutant", "contaminant", "pollution" or "wastes" as no or hereafter defined in Chapters 376 and 403, Fla. Stat.; (v) gasoline, diesel fuel, or other petroleum hydrocarbons; (vi) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vii)

polychlorinated biphenyls; (viii) radon gas; and (ix) any additional substances or materials which are now or hereafter regulated by Environmental Laws (as hereinafter defined) or classified or considered to be hazardous or toxic under the common law, or any other applicable laws relating to the Property. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Property, (A) requires reporting, investigation or remediation under Environmental Laws; (B) causes or threatens to cause a nuisance on the Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Property or adjacent property; or (C) which, if it emanated or migrated from the Property, could constitute a trespass. The term "**Environmental Laws**" shall mean all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Property is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property, or the use of the Property, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic, radioactive or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

4. **INSPECTION PERIOD**.

a. Buyer shall have until the Closing Date in which to conduct engineering, feasibility, zoning, construction, environmental and such other studies and investigations concerning the Property as Buyer desires (the "**Inspection Period**") during which time Buyer and Buyer's agents may review such matters as Buyer deems appropriate, in Buyer's sole and absolute discretion, to determine the feasibility of the acquisition, development and/or use of the Property for Buyer's intended use of the Property as a healthcare facility ("**Buyer's Use**"). During the Inspection Period, Buyer and Buyer's agents, attorneys, accountants, officers, directors, partners, contractors, employees, successors and assigns (collectively, "**Buyer's Representatives**") shall be provided with full access to the Property as deemed reasonably necessary by Buyer, and Buyer and/or Buyer's Representatives may enter upon the Property for the purpose of soil analysis, core drilling, groundwater sampling, environmental audit and studies, structural examination and tests, or other studies, tests, examinations and investigations desired by Buyer; provided, however, no invasive inspection or testing or other penetration of the surface of the Property, or other physical disturbance of any portion of the Property shall be conducted without Seller's prior written consent of the specific inspection or test, which consent shall not be unreasonably delayed or withheld. Buyer and/or Buyer's Representatives shall give Seller notice of their intent to carry out any inspection activities (whether above or below surface) on the Property at least forty-eight (48) hours prior to commencing each such activity and Seller shall have the right to have a representative present at all inspections. Any such examinations and investigations conducted by Buyer and/or Buyer's Representatives during the Inspection Period shall not damage the Property in any manner. In the event the Property is damaged, Buyer and/or Buyer's Representatives shall restore the Property to its pre-existing condition to Seller's reasonable satisfaction. Buyer shall cause all persons or entities furnishing materials or services in connection with the inspection rights granted hereunder to be promptly paid and, during the term of this Agreement, Buyer

and/or Buyer's Representatives shall keep the Property free from any liens arising out of such inspections. Buyer shall indemnify Seller from and against any liens, loss, damage or expense of any nature (including reasonable attorneys' fees) incurred by Seller as a result of or arising out of or in connection with any personal injury or property damage caused by the activities of Buyer and/or Buyer's Representatives in conducting such examinations and investigations; provided, however, that Buyer's obligation to indemnify Seller shall not extend to the discovery or disturbance of pre-existing conditions, including, without limitation, Hazardous Materials of the Property, unless the same results from any Buyer and/or Buyer's Representatives act. During the Inspection Period, Seller agrees to reasonably cooperate with Buyer in order that Buyer may conduct a full analysis of the Property for Buyer's Use. In no event shall Buyer or Buyer's Representatives contact any tenants or prospective tenants of the Property without the prior written consent of Seller, which consent shall not be unreasonably withheld, denied or delayed. Buyer shall not contact any governmental authority having jurisdiction over the Property without Seller's prior written consent except (i) to contact the local fire marshal for the sole purpose of ascertaining whether or not there are any open violations at the Property, but in no event will the Buyer request or schedule any inspections of any portion of the Property by the fire marshal or any other governmental authority, (ii) to request zoning and tax assessment confirmation, and (iii) to request evidence that certificates of occupancy exist for all Improvements as required by applicable law. Buyer and Buyer's Representatives shall observe in all material respects, applicable law and Buyer's insurance policy in conducting any inspection(s) of the Property. During such times as Buyer or its representatives are conducting physical inspection of the Property, Buyer and Buyer's Representatives shall maintain (1) commercial general liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for bodily injury or death and property damage including coverage for contractual liability, and personal injury with respect to Buyer's obligations hereunder, (2) if applicable, worker's compensation in statutory prescribed amounts and to provide Seller with evidence of such insurance upon request, and (3) as a condition precedent to Buyer's obtaining a Phase II environmental study pursuant to this Agreement, Buyer's contractor shall carry contractor's pollution liability insurance with limits of at least $2,000,000 per incident and $2,000,000 in the aggregate for those contractors and agents performing any geotechnical and environmental tests; and (4) all covering any accident arising in connection with the presence of Buyer, its contractors, agents and representatives on the Property, which insurance except for workers' compensation and employers' liability shall (A) name as additional insureds thereunder Seller and such other parties holding insurable interests as Seller may designate, and (B) be written by a reputable insurance company having a rating of at least "A-VIII" by Best's Rating Guide (or a comparable rating by a successor rating service), and (C) otherwise be subject to Seller's prior reasonable approval.

b. Seller has made available to Buyer prior to the Effective Date property-related documents to the extent that such materials are within Seller's actual possession (collectively, the "**Diligence Materials**").

Buyer acknowledges that Seller has not made an independent investigation or verification of, and makes no representations with respect to, the accuracy or completeness of any of the Diligence Materials provided to Buyer which were prepared by parties other than Seller, or the methods employed by the preparers of such items. In the event Buyer terminates this Agreement pursuant to this Section 4 or any other express provision of this Agreement, Buyer shall return to Seller within ten (10) days after the exercise of such right of termination the Diligence Materials delivered by Seller to Buyer pursuant to this paragraph above.

Notwithstanding anything to the contrary contained in this Agreement and to the extent not specifically set forth in Section 4.b above, Seller shall have no obligation to make available

to Buyer any of the following items: (i) Seller's financial analyses or projections; (ii) material which is subject to attorney client privilege or which is attorney work product; (iii) market valuations, appraisals, insurance policies, or any current operating budgets for the Property; or (iv) material which Seller is legally required not to disclose.

c. If Buyer determines during the Inspection Period that the Property is not suitable to Buyer for Buyer's Use, then no later than 5:30 P.M. Eastern time on the last day of the Inspection Period, Buyer shall notify Seller in accordance with the provisions hereof below that Buyer has elected not to proceed, and Buyer shall return to Seller within ten (10) days thereafter any information that Buyer and/or Buyer's representatives may have obtained with respect to the Property as a result of Buyer's inspections, including, without limitation, all documents, reports, appraisals, surveys and other inspections and diligence materials obtained by Buyer during this Inspection Period. Seller acknowledges that Buyer will not have made an independent investigation or verification of, and makes no representations with respect to, the accuracy or completeness of any of the materials provided to Seller which were prepared by parties other than Buyer, or the methods employed by the preparers of such items. Upon delivery to Seller of the documents described in the immediately preceding sentence, the Deposit shall be promptly returned to Buyer. If Buyer fails to provide to Seller the notice that Buyer has elected not to proceed prior to expiration of the Inspection Period, then Buyer shall conclusively be deemed to have elected to proceed and shall have no further right to terminate this Agreement under this Section 4 and Buyer's Deposit (and any interest earned thereon) shall be non-refundable for any reason whatsoever except in the event of a default by Seller as provided in Section 11 below or as otherwise expressly provided for in other Sections of this Agreement. The Parties' obligations under this Section 4 shall survive the Closing or any termination of this Agreement.

5. **TITLE INSURANCE.**

a. **Commitment.** Seller has previously delivered to Buyer an owner's title insurance commitment (the "**Commitment**") and municipal lien searches of the Property, at a cost to be paid for by Seller. The Commitment shall be in the amount of the Purchase Price issued by a nationally recognized title insurance company selected by Seller ("**Title Company**") agreeing to issue to Buyer, upon the recording of the Deed, a title insurance policy insuring Buyer's title to the Land, subject only to the Permitted Exceptions, as hereinafter defined (the "**Policy**"). The Commitment and copies of all documents referred to as exceptions to title in the Commitment shall be delivered to Buyer (electronic format acceptable). Seller shall not pay or be responsible to secure any endorsements that may be requested by Buyer, such as contiguity, navigational servitude, separate tax parcels, access, or zoning endorsements, all of which shall be Buyer's sole cost and expense if Buyer elects to secure any such endorsements. Notwithstanding the foregoing, Seller shall not be obligated to provide to Title Company or Buyer any indemnity, certifications, covenants, obligations or liabilities beyond those that Seller is providing to Buyer under this Agreement or which go beyond that required for the issuance by Title Company of a standard owner's policy of title insurance, including the deletion of the standard exceptions to the owner's title policy. Provided, however, Seller agrees to provide a Seller's Affidavit in connection with closing in order to delete what is known as the "gap" exception, rights of parties in possession of the Property other than Seller, and other standard representations requested by the Title Company in order to delete the standard exceptions.

b. **Title Defects; Permitted Exceptions**. The Property shall be conveyed subject only to the following described matters on **Exhibit "C"** attached hereto and incorporated herein (collectively, the "**Permitted Exceptions**").

Except as otherwise provided in the Master Lease, Buyer shall be responsible from and after the Closing Date for all obligations of the owner of the Property pursuant to the Permitted Exceptions.

c. **Objections to Title.** If any exceptions appear in the Commitment or any matter appears on the Survey (as defined in Section 6 below) which are unacceptable to Buyer (the "**Objections**"), Buyer shall notify Seller of the Objections in writing (the "**Title Notice**") within ten (10) business days after receipt of the Commitment ("**Title Review Period**"), and the Objections shall be treated as defect(s) in title. Unless Buyer delivers the Title Notice to Seller within the Title Review Period, it shall be conclusively deemed that Buyer has accepted title to the Property in its then-existing condition, and all exceptions to title shown on the Commitment and on the Survey shall be deemed to be "**Permitted Exceptions**". The Title Review Period shall terminate at Closing if it has not terminated prior to such date. The Title Notice shall state which exceptions to the Commitment and/or the Survey (as defined in Section 6 below) are not acceptable to Buyer, and Seller, in its sole and absolute discretion, may elect to attempt to eliminate such exceptions (but has no obligation to do so). If a Title Notice is delivered by Buyer to Seller within the permitted time period, Seller shall have ten (10) days after receipt of the Title Notice to notify Buyer, in writing, of which objectionable title matters Seller will attempt to cure and of which objectionable title matters Seller does not intend to satisfy or cure ("**Seller's Notice**"). Notwithstanding anything to the contrary contained herein, Seller shall have no obligation to bring any action or proceeding or otherwise to incur any expense whatsoever to eliminate, modify or cure any of the Objections, with the exception of the payment of voluntary liens (which are subject to cure with a monetary payment), such as mortgages. If Seller fails to deliver Seller's Notice to Buyer within the time period specified above, then Seller shall be deemed to have elected not to cure any of the Objections. If Seller does not elect to cure all Objections (or is deemed to have elected not to cure the Objections) then, within five (5) days after the later of (i) receipt of Seller's Notice, or (ii) the expiration of the ten (10) day period for Seller to deliver Seller's Notice to Buyer, as applicable, Buyer, at Buyer's option, as its sole and exclusive remedy, may elect either to: (A) close this transaction in accordance with the terms and provisions hereof and accept title in its then existing condition and without adjustment to the Purchase Price; or (B) terminate this transaction, whereupon the Deposit shall be returned to Buyer, and Seller and Buyer shall be released from any and all further obligations and liabilities arising under or out of this Agreement except for those obligations and liabilities that expressly survive termination of the Agreement. If, prior to Closing, Seller is unable or unwilling to cure the title defect(s) Seller has elected to cure, Buyer, as its sole and exclusive remedy, shall have the option of either: (a) closing this transaction in accordance with the terms and provisions hereof and accepting title in its then existing condition and without adjustment to the Purchase Price; or (b) terminating this transaction upon notice to Seller, whereupon the Deposit shall be returned to Buyer, and Seller and Buyer shall be released from any and all further obligations and liabilities arising under or out of this Agreement except for those obligations and liabilities that expressly survive termination of the Agreement.

d. **Title Updates**. To the extent possible, the Commitment shall be updated prior to Closing and shall show no additional exceptions or liens other than the Permitted Exceptions. In the event the updated title commitment shows new or additional exceptions to title, the same procedure for objecting to and curing such title items set forth in Section 5.c. shall apply. As a condition to Buyer's obligation to close, the Title Company must be willing to provide Buyer with a Closing Protection Letter and a marked-up Commitment or pro-forma policy subject to no exceptions other than the Permitted Exceptions.

e. **No Encumbrances**. Seller shall not record (or permit or suffer others to record) instruments affecting the Property or otherwise encumber the Property, or Seller's interest therein, that will not be released at or prior to Closing (and the same must be released at or prior to Closing), without Buyer's prior written consent, which consent Buyer may withhold in Buyer's sole and absolute discretion.

6. **SURVEY**.

Buyer shall have the right to have the Property surveyed (the "**Survey**") during the Inspection Period. The Seller shall have no obligation to cure any matters shown on the Survey.

7. **CLOSING.**

a. **Closing**. The closing (the "**Closing**") shall be held on August 8, 2025 (the "**Closing Date**"). Closing shall take place at the offices of Seller or such other place as the Parties may agree. The Closing may be conducted as an escrow-style, mail-away closing, at the election of either Party to this transaction. Regardless of whether the Closing is mail-away or in person, all conditions of closing must be satisfied by 4:00 P.M. Eastern Time on the Closing Date. If the Closing is conducted as a mail-away closing, the Title Company or Seller's counsel (if it is acting in the capacity of the agent of the Title Company) shall act as closing agent and each of the Parties agrees to provide further instructions to the Title Company in order to effectuate the Closing in accordance with the terms of this Agreement and as otherwise requested by the Title Company or its attorney agent.

b. **Possession**. Possession of the Property shall be delivered to Buyer at the Closing, subject to the Permitted Exceptions.

c. **Proration of Taxes and Other Expenses and Profits**. At Closing, prorations of income and expenses and the apportionment of taxes shall be as follows:

i. The Title Company shall provide the parties, for their review and approval, with an estimate of all prorations and closing adjustments to the extent then ascertainable, together with supporting documents and invoices and such other information as the parties may reasonably request, and the parties shall in good faith attempt to agree on such prorations and adjustments prior to the Closing. To the extent not so ascertainable, Buyer and Seller shall estimate such prorations and adjustments prior to the Closing and the parties agree to work together after the Closing to promptly resolve all outstanding or continuing prorations and adjustments.

ii. The following items shall be apportioned between Seller and Buyer, as of midnight on the day before the Closing Date:

Real property taxes, municipal charges, and installments of special assessments assessed by any governmental authority having jurisdiction over the Property ("**Taxes**") for the year 2025 but prorated in the manner which is customary in the county in the State which the Property is located and shall be based on the most recent bills available. In the event Seller is responsible for the payment of Taxes pursuant to the Master Lease, then Taxes shall not be prorated at Closing.

8. **CLOSING COSTS.**

Unless otherwise set forth herein or in any addendum attached hereto, the closing costs associated with this transaction shall be paid as follows:

Seller shall pay:

a. The cost of curing any title conditions subject to the provisions of this Agreement.

b. Seller's attorney fees.

c. Half of any escrow or closing fees, not to exceed $250.00.

d. The cost of the Commitment and Owner's Title Policy, including all search fees and premiums relating thereto.

e. The cost of a municipal lien search of the Property.

Buyer shall pay:

a. The recording fee required to record the Deed.

b. the documentary stamps to be paid upon the recording of the Deed.

c. All costs for any endorsements and any documentary stamp tax and/or intangible tax on the mortgage and any costs related to a lender's policy of title insurance.

d. The costs of all due diligence inspections and reports obtained by Buyer.

e. Buyer's attorney fees.

f. Half of any escrow or closing fees, not to exceed $250.00.

g. Buyer's loan-related costs.

h. The costs of the Survey.

9. **CLOSING DOCUMENTS AND OBLIGATIONS.**

a. **Seller's Obligations at the Closing**. At the Closing, Seller shall execute and deliver (and/or cause its affiliate to execute and deliver, as applicable),to the Escrow Agent the following documents all in a form reasonably acceptable to the parties, as applicable:

i. **Deed.** Special Warranty Deed (the "**Deed**") executed by Seller conveying the Property to Buyer subject to no exceptions other than the Permitted Exceptions in the form attached hereto and incorporated herein as **Exhibit "D"**.

ii. **Master Lease**. The Master Lease between Seller and Buyer in the form of **Exhibit "B"** attached hereto and incorporated herein.

iii. **FIRPTA Affidavit.** An affidavit of Seller certifying that Seller is not a "foreign person," as defined in the Federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act

iv. **Seller's Affidavit.** An executed affidavit or other document acceptable to the Title Company in issuing the Owner's Policy without exception for possible lien claims of mechanics, laborers and materialmen or for parties in possession (except tenants under written or oral leases), as applicable.

v. **Evidence of Authority.** Such consents and authorizations as Title Company may reasonably deem necessary to evidence authorization of Seller for the sale of the Property, the execution and delivery of any documents required in connection with Closing and the taking of all action to be taken by Seller in connection with Closing, including a Board Resolution evidencing the authority of the Seller to enter into the transaction documents;

vi. **Closing Statement.** A closing statement setting forth the allocation of closing costs, purchase proceeds, etc.

vii. **1099-S**. A form 1099-S in form acceptable to Escrow Agent and/or closing agent.

viii. **Other Documents**. Such other documents and instruments as may reasonably be required by Buyer or the Title Company in order to consummate the transactions contemplated by this Agreement. .

ix. **Seller's Certification**. Seller's Certificate certifying that all of Seller's representations and warranties are true, correct and complete as of the Closing Date in all material respects.

x. **Limited Liability Company Agreement**. The Limited Liability Company Agreement, in the form attached hereto as **Exhibit "E"**.

xi. **Management and Services Agreement**. The Management and Services Agreement, in the form attached hereto as **Exhibit "F"**.

xii. **Business Associate Agreement**. The Business Associate Agreement, , in the form attached hereto as **Exhibit "G"**.

xiii. **JV Sublease**. The JV Sublease, in the form attached hereto as **Exhibit "H"**.

b. **Buyer's Obligations at the Closing**. At the Closing, Buyer shall execute and deliver (and/or cause its affiliate to execute and deliver, as applicable, to Escrow Agent the following:

i. **Purchase Price.** The Purchase Price (as adjusted pursuant to the executed Seller Closing Statement) by confirmed wire transfer of immediately available U.S. funds;

ii. **Evidence of Authority.** Such consents and authorizations as Title Company may reasonably deem necessary to evidence authorization of

Buyer for the purchase of the Property, the execution and delivery of any documents required in connection with Closing and the taking of all action to be taken by Buyer in connection with Closing;

iii. **Master Lease**. The Master Lease between Seller and Buyer in the form of **Exhibit "B"** attached hereto and incorporated herein.

iv. **Closing Statement.** A closing statement setting forth the allocation of closing costs, purchase proceeds, etc.

v. **Foreign Buyer Act Affidavit.** An affidavit which complies with the requirements of the Foreign Buyer Act (as defined in Section 16(u)); and

vi. **Other Documentation.** Such other documents as may be reasonable and necessary in the opinion of Seller or Seller's counsel and the Title Company to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement.

vii. **Buyer's Certification**. Buyer's Certificate certifying that all of Buyer's representations and warranties are true, correct and complete as of the Closing Date in all material respects.

viii. **Limited Liability Company Agreement**. The Limited Liability Company Agreement, in the form attached hereto as **Exhibit "E"**.

ix. **Management and Services Agreement**. The Management and Services Agreement, in the form attached hereto as **Exhibit "F"**.

x. **Business Associate Agreement**. The Business Associate Agreement, , in the form attached hereto as **Exhibit "G"**.

xi. **JV Sublease**. The JV Sublease, in the form attached hereto as **Exhibit "H"**.

10. **RISK OF LOSS.**

a. **Condemnation**. If, prior to the Closing, action is initiated or threatened to take any of the Property having a value in excess of twenty five percent (25%) of the Purchase Price by eminent domain proceedings or by deed in lieu thereof, Buyer may either (a) terminate this Agreement and receive return of the Deposit by written notice to Seller delivered to Seller within ten (10) days following the date that Seller delivers to Buyer written notice of such proposed taking, or (b) consummate the Closing in accordance with the terms of this Agreement, in which latter event all of Seller's right, title and interest in the award of the condemning authority shall be assigned to Buyer at the Closing (provided that if Seller has already received such award, Seller shall tender the same to Buyer at Closing).

b. **Casualty**. Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If the Property, or any part thereof, suffers any damage in excess of TWO HUNDRED FIFTY THOUSAND AND NO/100 U.S. DOLLARS ($250,000.00) prior to the Closing from fire or other casualty, which Seller, at Seller's sole option, does not repair, Buyer or Seller may either (a) terminate this Agreement and, in such event Buyer shall receive return of the Deposit by written notice to Seller delivered to Seller within ten (10) days following the

date that Seller delivers to Buyer written notice of such casualty and Seller's intent not to repair, or (b) consummate the Closing, in which event the proceeds of any insurance not exceeding the Purchase Price and covering such damage shall be assigned to Buyer at the Closing (less any sums actually expended by Seller in connection with any repair or restoration undertaken by Seller or the prosecution of such claim). If the Property, or any part thereof, suffers any damage less than the aforementioned amount prior to the Closing, Buyer agrees that it will consummate the Closing and accept the assignment of the proceeds of any insurance covering such damage at the Closing. In the event of casualty damage pursuant to this Section 10, the Closing Date shall be postponed for a reasonable period (not to exceed ninety (90) days) to permit Seller to complete such repair.

11. **DEFAULTS.**

a. **Breach by Seller**. If Seller breaches this Agreement, Buyer may, as Buyer's sole and exclusive remedy hereunder, either: (i) terminate this Agreement and thereupon Buyer shall be entitled to the immediate return of the Deposit and Seller shall, within five (5) business days after Buyer's demand, reimburse Buyer for all actual and proven (by commercially reasonable evidence) costs and expenses incurred by Buyer in connection with this Agreement including, without limitation, legal fees and amounts spent in its investigation of the Property, up to a maximum of $50,000.00 in the aggregate (such obligation shall survive the termination of this Agreement)**;** or (ii) prior to the date that is sixty (60) days following the original scheduled or mutually agreed upon extended Closing Date, bring an action for specific performance of this Agreement (but in connection therewith shall not be entitled to damages as a result of Seller's breach or delay). Seller and Buyer have made the above provision for liquidated damages because it would be difficult to calculate on the date hereof the amount of actual damages for such breach, and that these sums represent reasonable compensation to Buyer for such breach. Except as otherwise provided herein, in no event shall Seller be liable to Buyer for any actual, punitive, speculative, consequential or other damages of any kind. Notwithstanding the above provisions of this Subsection, it is expressly provided, however, that Buyer shall provide Seller with written notice of any breach hereunder which notice shall provide Seller with a ten (10) day grace period within which to cure any breach of which notice has been given or, with respect to a non-monetary breach, such longer period of time as is reasonably necessary to cure the breach if the nature of the breach is such that it cannot be cured within the ten (10) day grace period and Seller is diligently and continuously prosecuting such cure to completion but, in no event, longer than thirty (30) days; provided, however, that notwithstanding the foregoing in the event the breach is a failure by Seller to close the transaction contemplated by this Agreement on the Closing Date, the cure period shall be two (2) business days after receipt of notice. Seller's total liability with respect to a default by Seller for refusal or failure to convey the Property shall be governed by the terms and provisions of this Section 11(a). Notwithstanding anything to the contrary contained in this Agreement, in no event shall the Closing Date be extended beyond the expiration date of any loan commitment of Buyer and/or any rate lock or similar provision therein unless agreed in writing by Buyer.

b. **Breach by Buyer**. If Buyer breaches this Agreement, Seller may, as Seller's sole remedy and relief hereunder, terminate this Agreement and thereupon be entitled to receive the Deposit as liquidated damages (and not as a penalty). Seller and Buyer have made the above provision for liquidated damages because it would be difficult to calculate on the date hereof the amount of actual damages for such breach, and that these sums represent reasonable compensation to Seller for such breach. Notwithstanding the above provisions of this Subsection, it is expressly provided, however, that Seller shall provide Buyer with written notice of any breach hereunder which notice shall provide Buyer with a ten (10) day grace period within which to cure any breach of which notice has been given with respect to a non-

monetary breach, such longer period of time as is reasonably necessary to cure the breach if the nature of the breach is such that it cannot be cured within the ten (10) day grace period and Buyer is diligently and continuously prosecuting such cure to completion but, in no event, longer than thirty (30) days; provided, however, that notwithstanding the foregoing in the event the breach is a failure by Buyer to close the transaction contemplated by this Agreement on the Closing Date, the cure period shall be two (2) business days after receipt of notice. In no event shall Buyer be liable to Seller for any actual, punitive, speculative, consequential or other damages of any kind.

c. **Return/Delivery of Deposit**. In the event the Deposit is returned to Buyer, as provided in Subsection 11.a. above, or delivered to Seller, as provided in Subsection 11.b. above, upon the return delivery of the same, the Parties hereto shall have no further rights, obligations or liabilities with respect to each other hereunder, except for those obligations and liabilities that expressly survive Closing or termination of this Agreement as set forth herein.

12. **NOTICES.**

All notices which are required or permitted to be given by either Party to the other under this Agreement, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed to be have been given, delivered or made, as the case may be (notwithstanding lack of receipt by the addressee): (i) upon hand delivery to the intended recipient; (ii) three (3) business days after having been deposited in the United States Mail, certified or registered, return receipt requested, addressed to the intended recipient at the address specified herein; (iii) one (1) business day after having been deposited for overnight delivery with a nationally recognized expedited, overnight delivery service (such as by way of example but not limitation, FedEx or UPS), addressed to the intended recipient at the address specified herein;. Notice given in any other manner shall be effective only upon actual receipt by the intended recipient, except for notice of exercise of any right of termination which may only be given in the manner provided in subsections 12(i) through 12(iv) above. Any notice sent as required by this Section 12 and refused by recipient shall be deemed delivered as of the date of such refusal. For purposes of this Section 12, the addresses of the Parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to Seller:	North Brevard County Hospital District, d/b/a Parrish Medical Center Attention: President 951 Washington Ave. Titusville, Florida 32796
with a simultaneous copy to Seller's Counsel:	GrayRobinson, P.A. Attention: William A. Boyles, Esq. 301 E. Pine Street, Suite 1400 Orlando, Florida 32801 Telephone: (407) 244-5636 Email: william.boyles@gray-robinson.com

If to Buyer:	Samsara Property, LLC Attention: Phillip Pidgeon 455 ALT 19 South Palm Harbor, Florida 34683
with a simultaneous copy to Buyer's Counsel:	Milgrim Law Group Attn: Edward Milgrim, Esq. 3216 Corrine Drive Orlando, FL 32803 Telephone: (407) 790-4966 Email: edwardmilgrim@milgrimlaw.com

Furthermore, it is agreed that, if any Party hereto is represented by legal counsel, such legal counsel is authorized to deliver written notice directly to the other Party or the other Party's counsel on behalf of his or her client, and the same shall be deemed proper notice hereunder if delivered in the manner hereinabove specified.

13. **BROKERAGE.**

Seller and Buyer warrant each to the other (and it is agreed that this warranty and the indemnity obligations set forth in this Agreement shall survive delivery of the Deed) that no broker or agent has been employed with respect to the sale of the Property. Each Party agrees to indemnify and hold harmless the other from any claim made by brokers or agents who claim to act for the Party sought to be charged for a commission, compensation, brokerage fees, or similar payment in connection with this transaction and against any and all expense or liability arising out of any such claim other than the Brokers.

14. **ESCROW AGENT.**

The Escrow Agent shall hold the Deposit in accordance with this Agreement. In receiving and maintaining the Deposit, Escrow Agent shall be deemed to be acting only as a stakes holder and shall have no liability for any loss or damage or for the improper delivery of such funds, except where such loss or damage is the result of Escrow Agent's willful misconduct or gross negligence. Escrow Agent may reasonably rely upon the written or oral directions of the Parties without verifying the accuracy thereof. Escrow Agent shall not be responsible for any defaults hereunder by any Party. Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for any action taken or suffered by Escrow Agent hereunder in good faith and in accordance with the opinion of such counsel. In the event of an actual or potential dispute as to the rights of the Parties hereto under this Agreement, the Escrow Agent may in its sole discretion, continue to hold the Deposit until the Parties mutually agree to the release thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the Parties thereto, or it may deposit any monies and all instruments held pursuant to this Agreement in the court registry and the Parties agree to indemnify Escrow Agent from reasonable costs and fees associated therewith, and upon depositing any monies and all instruments held pursuant to this Agreement in the court registry, all liability on the part of the Escrow Agent shall fully terminate, except to the extent of an account of any monies theretofore delivered out of escrow. All Parties agree that Escrow Agent shall not be liable to any Party or person whomsoever for any action taken or omitted by Escrow Agent unless due to willful misconduct or gross negligence on the part of the Escrow Agent. All of the terms and conditions in connection with Escrow Agent's duties and

responsibilities and the rights of Seller, Buyer and any lender or anyone else, are contained in this instrument, and the Escrow Agent is not required to be familiar with the provisions of any other instrument or agreement, and shall not be charged with any responsibility or liability in connection with the observance or non-observance by anyone of the provisions of any other such instrument or agreement. Escrow Agent may rely and shall be protected in acting upon any paper or other document which may be submitted to Escrow Agent in connection with its duties hereunder and which is reasonably believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof. Escrow Agent shall not be required to institute or defend any action or legal process involving any matter referred to herein which in any manner affects it or Escrow Agent's duties or liabilities hereunder unless or until required to do so by the Buyer or Seller, and then only upon receiving full indemnity in an amount and of such character as Escrow Agent shall require, against any and all claims, liabilities, judgments, attorneys' fees and other expenses of every kind in relation thereto, except in the case of Escrow Agent's own willful misconduct or gross negligence. Escrow Agent shall not be bound in any way or affected by any notice of any modification, cancellation, abrogation or rescission of this Agreement, or any fact or circumstance affecting or alleged to affect the rights or liabilities of any other persons, unless Escrow Agent has received written notice reasonably satisfactory to Escrow Agent signed by all Parties to this Agreement.

15. **RESERVED.**

16. **RADON.**

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 DEPARTMENT. THIS DISCLOSURE IS REQUIRED BY FLORIDA LAW TO BE CONTAINED IN ALL CONTRACTS FOR SALE OR LEASE OF BUILDINGS.

17. **MISCELLANEOUS.**

a. **Entire Agreement**. This Agreement embodies the entire agreement between the Parties relative to the subject matter hereof, and there are no oral or written agreements between the Parties, nor any representations made by either Party relative to the subject matter hereof, which are not expressly set forth herein.

b. **Amendment**. This Agreement may be amended only by a written instrument executed by all Parties hereto.

c. **Waiver**. No waiver by Buyer or Seller of any failure or refusal to comply with obligations of any other party shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

d. **Headings and Construction**. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular shall be held to include the plural, and vice versa, unless the context requires otherwise. The words "herein", "hereof",

"hereunder" and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement, and not to any particular provision or section.

e. **Time of Essence**. TIME IS OF THE ESSENCE OF EACH AND EVERY PROVISION OF THIS AGREEMENT; however, if the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the United States or the State of Florida, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

f. **Governing Law**. This Agreement shall be governed by the laws of the State of Florida and the laws of the United States pertaining to transactions in such State. All of the Parties to this Agreement have participated freely in the negotiation and preparation hereof and have contributed substantially and materially to the final preparation of this Agreement and all related instruments; accordingly, this Agreement shall not be more strictly construed against one Party than against another by virtue of the fact that initial drafts were made and prepared by counsel for one of the Parties. Any litigation between Buyer and Seller arising out of this Agreement shall be commenced in a court of competent jurisdiction in the county in which the Property is located, and both Buyer and Seller waive venue outside such county.

g. **Successors and Assigns; Assignment**. This Agreement shall bind and inure to the benefit of Seller and Buyer and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns. Buyer shall not assign Buyer's rights under this Agreement without the prior written consent of Seller, which may be withheld in Seller's sole discretion. Seller may assign this Agreement without the prior written consent of Buyer (but upon written notice to Buyer only to an affiliate of Seller, including North Brevard Medical Support, Inc., a Florida not for profit corporation ("**NBMS**") or an entity wholly owned by Seller or NBMS.

Upon any assignment, the assignee shall succeed to all the rights and assume all the obligations of the assigning party; provided, however, notwithstanding any such assignment, the parties shall remain joint and several primary obligors in respect of the obligations of parties hereunder, and the non-assigning party shall not be required to pursue or otherwise exercise or exhaust remedies against any such assignee before requiring performance by the undersigned party. Any assignment in violation of this Agreement shall be void and without force and effect. This provision shall survive Closing or any termination of this Agreement.

h. **Invalid Provision**. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

i. **Attorneys' Fees**. In the event it becomes necessary for either Party hereto to file suit to enforce this Agreement or any provision contained herein, the Party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages, as provided herein, reasonable attorneys' fees, paralegal fees and costs incurred in such suit at trial, appellate, bankruptcy and/or administrative proceedings. This provision shall survive Closing or any termination of this Agreement.

j. **Multiple Counterparts**. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more

than one such counterpart executed by the Party to be charged. A facsimile or e-mail (through scanned or electronically transmitted .pdf, .jpg or .tif files) of this Agreement or any portion thereof, including the signature page of any Party, shall be deemed an original for all purposes. If requested by either party, the other party shall deliver its original signature page to this Agreement within five (5) days after receipt of the other party's written request.

k. **Effective Date of this Agreement**. This Agreement shall not be effective unless signed by both Buyer and Seller. As used in this Agreement, the term "Effective Date" shall mean and refer to the date of execution of the last of Buyer or Seller to execute this Agreement and delivery of a signed copy of the Agreement to the other party.

l. **Authority**. Seller and Buyer represent to each other that each has full power and authority to enter into and perform this Agreement, all related instruments and the documentation contemplated hereby and thereby in accordance with their respective terms and that the delivery and performance of this Agreement, all related instruments and the documentation contemplated hereby and thereby has been duly authorized by all necessary action.

m. **Recording**. Neither this Agreement nor any memorandum hereof may be recorded in the Public Records of the county in which the Property is located.

n. **Survival**. Except for the provisions herein, the terms of which expressly survive Closing or termination, the terms and conditions of this Agreement and any warranties and representations made herein shall not survive the Closing hereof and the delivery of the Deed and other related documents.

o. **Anti-Terrorism Representations**. Neither Buyer nor Seller, nor any of their affiliates, is in violation of any Anti-Terrorism Law (as hereinafter defined) or engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. "**Anti-Terrorism Laws**" shall mean any laws relating to terrorism or money laundering, including: Executive Order No. 13224; the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, as the same has been, or may hereafter be, renewed, extended, amended or replaced; the applicable laws comprising or implementing the Bank Secrecy Act; and the applicable laws administered by the United States Treasury Department's Office of Foreign Asset Control ("**OFAC**") (as any of the foregoing may from time to time be amended, renewed, extended, or replaced.)

p. **Further Assurances**. In addition to the acts recited in this Agreement to be performed by Seller and Buyer, Seller and Buyer agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transaction contemplated hereby. This Section 17.p shall survive the Closing.

q. **1031 Exchange**. Seller agrees to cooperate, at Buyer's sole cost and expense, with Buyer's efforts to enter into an Internal Revenue Code Section 1031 exchange involving the Property; provided, however, Seller shall not incur any costs, expenses, additional liability or financial obligations as a consequence of such 1031 exchange.

r. **No Liability**. Neither Buyer nor Seller shall incur any liability to the other in connection with the selection of the Title Company or the surveyor retained in connection with the transaction contemplated by this Agreement or in connection with the loss by Escrow Agent

of the Deposit caused by the failure, suspension, bankruptcy or dissolution of the institution in which the Deposit is deposited.

s. **No Personal Liability**. Any liability for participation in this transaction shall remain with Buyer and Seller only and in no event shall there be any personal liability on the part of any officer, manager or employee of the parties, their partners or their constituent members or entities. This provision shall survive Closing or any termination of this Agreement.

t. **Conveyances to Foreign Buyers**. Part III of Chapter 692, Section 692.201 – 692.205, Florida Statutes (the "**Foreign Buyer Act**"), in part, prohibits the purchase and ownership of certain types of Florida real property to certain buyers who are associated with a "foreign country of concern" specifically, The People's Republic of China, The Russian Federation, The Islamic Republic of Iran, The Democratic People's Republic of Korea, The Republic of Cuba, The Venezuelan regime of Nicolás Maduro, The Syrian Arab Republic and any agency of or any other entity of significant control of such foreign country of concern. It is a crime to buy or knowingly sell property in violation of the Foreign Buyer Act and the Buyer will be required to execute an affidavit at closing which complies with the requirements of the Foreign Buyer Act.

u. **Compliance with Florida Statutes Section 787.06(13)**. Buyer represents and warrants to Seller that Buyer does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. At Closing, an officer or representative of Buyer agrees to attest under other that the Buyer does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, by signing an Affidavit in compliance with such statute.

v. **Recitals**. The Recitals set forth on page 1 of this Agreement are true and correct and are incorporated herein by reference.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

SIGNATURE PAGE TO REAL ESTATE PURCHASE AND SALE AGREEMENT

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the Effective Date.

SELLER:

NORTH BREVARD COUNTY HOSPITAL DISTRICT, d/b/a PARRISH MEDICAL CENTER, a political subdivision of the State of Florida

By: _____
George Mikitarian, President/CEO

Date Executed: _____, 2025

BUYER:

SAMSARA PROPERTY, LLC,
a Florida limited liability company

By: _____
Phillip Pidgeon, Manager

Date Executed: _____, 2025

ESCROW AGENT'S ACCEPTANCE

The undersigned agrees to act as Escrow Agent in accordance with the foregoing Agreement and will acknowledge receipt of the Deposit when received.

ESCROW AGENT

GRAYROBINSON, P.A.

By: _____
Paul S. Quinn, Jr., Shareholder

Date Executed: _____, 2025

EXHIBIT "A"

Legal Description of Land

PARCEL 1:

The West 260 feet of the East 280 feet of the Southeast 1/4, lying South of U.S. Highway No. 1 and North of the Plat of E.H. RICES ADDITION TO TITUSVILLE, recorded in Plat Book 1, Page 6, Section 33, Township 21 South, Range 35 East, Brevard County, Florida. LESS AND EXCEPT the South 215 feet.

AND

The South 215 feet of the North 334.58 feet of the West 260 feet of the East 280 feet of the Southeast 1/4 of the Southeast 1/4 of Section 33, Township 21 South, Range 35 East, Brevard County, Florida.

AND

PARCEL 2:

Lots 13 and 14, Block 1, BRYAN-HELLER ESTATES, according to the plat thereof, as recorded in Plat Book 10, Page 89, of the Public Records of Brevard County, Florida.

EXHIBIT “B”

Master Lease

[ATTACH]

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease**"), is made and entered into as of the 8th day of August, 2025 (the "**Effective Date**") *[insert date of Closing of sale transaction]*, by and between **SAMSARA PROPERTY, LLC**, a Florida limited liability company ("**Landlord**"), and **NORTH BREVARD COUNTY HOSPITAL DISTRICT, d/b/a PARRISH MEDICAL CENTER**, a political subdivision of the State of Florida ("**Tenant**").

ARTICLE I. DEFINITIONS

Section 1.1. Basic Lease Provisions and Definitions. The following basic provisions of this Lease ("**Basic Lease Provisions**") constitute an integral part of this Lease and are set forth in this Section 1.1 for the convenience of the parties. Each reference in this Lease to a Basic Lease Provision shall be construed to incorporate all of the terms provided for under such provisions.

(a) Building: That certain two-story building currently known as the Health First Oncology Center, with an address of 490 N. Washington Avenue, Titusville, Florida 32797, and consisting of approximately 23,870.02 rentable square feet (the "**Building**"). The Building will be known as the Parrish Oncology Center.

(b) Premises: The entire Building consisting of approximately 23,870.02 rentable square feet of space in the Building, plus adjacent common areas and the vacant lot, all as legally described on **Exhibit A** attached hereto and incorporated herein (the "**Premises**"). The Premises includes the property which has a street address of 490 N. Washington Avenue, Titusville, Florida 32797 and a vacant lot located on N. DeLeon Avenue (with no assigned physical address). A survey of the Premises is attached hereto as **Exhibit A-1**. A floor plan of the Building is attached hereto as **Exhibit A-2**.

(c) Term: The Term shall begin on the Commencement Date and shall end on the Expiration Date (the "**Term**").

(d) Commencement Date: August 8, 2025 (the "**Commencement Date**").

(e) Expiration Date: The date which is 20 Lease Years (defined in Section 1(h) below) after the Commencement Date, subject to extension as set forth in Section 3.2 below (the "**Expiration Date**").

(f) Landlord's Address for Notices:

Samsara Property, LLC
Attention: Phillip Pidgeon
455 ALT 19 South
Palm Harbor, Florida 34683

For property maintenance and repair matters (with a copy to Landlord):
Kim Dorman
Lightle Beckner Robison, Inc
70 W. Hibiscus Blvd
Melbourne, FL 32901
Direct phone: 321.236.6532
Kim@TeamLBR.com

Emergency phone contact numbers: _____

With a copy to:

Milgrim Law Group
Attn: Edward Milgrim, Esq.
3216 Corrine Drive
Orlando, FL 32803

(g) Tenant's Address for Notices:

North Brevard County Hospital District, d/b/a Parrish Medical Center
Attention: President
951 Washington Ave.
Titusville, Florida 32796

With a copy to:

GrayRobinson, P.A.
Attention: William A. Boyles, Esq.
301 E. Pine Street, Suite 1400
Orlando, Florida 32801

(h) Lease Year: A "**Lease Year**" shall mean each period of twelve (12) consecutive full months beginning on September 1st of each year and ending on August 31st of each year.

(i) Base Rent: Base Rent shall be payable in accordance with Section 5 of this Lease, and as more particularly set forth in the Rent Schedule attached as **Exhibit B** and incorporated herein.

(j) Security Deposit: None.

ARTICLE II. PREMISES

Section 2.1. Demise of Premises. Landlord, in consideration of the Rent (as hereinafter defined), to be paid and the covenants to be performed by Tenant, does hereby lease to Tenant, and Tenant does hereby take from Landlord, the Premises, subject to the terms and conditions of this Lease.

Section 2.2. Delivery of Possession. Tenant shall, as of the Commencement Date, be deemed to have (i) inspected the Premises and determined that the Premises are in the condition required under this Lease, and (ii) accepted the Premises in its then as-is condition. Except as otherwise provided herein, Landlord shall not be required to perform any work or make any improvements or alterations to the Premises in preparation of or in conjunction with Tenant's occupancy of the Premises or otherwise. Except as otherwise provided herein, Landlord makes no representation or warranty of any kind, express or implied, with respect to the Premises (including, without limitation, existing improvements therein and thereto), including without limitation, Landlord makes no representation or warranty as to the habitability or fitness of the Premises (including, without limitation, existing improvements therein and thereto) for any particular purpose.

ARTICLE III. TERM

Section 3.1. Term. This Lease is effective and enforceable as of the Effective Date. The Term shall commence on the Commencement Date and, unless sooner terminated as hereinafter provided, shall end on the Expiration Date.

Section 3.2. Option to Extend. Provided Tenant is not in default of this Lease on the date set for exercise beyond any applicable notice and cure period, Tenant shall have the option to extend the Term for two (2) consecutive periods of five (5) additional Lease Years each (each a "**Renewal Term**"). Tenant shall exercise a Renewal Term by giving written notice to Landlord at least twelve (12) months prior to the Expiration Date. If said notice of the exercise of either option is not so given, both options shall automatically expire. The Renewal Term shall be upon the same terms and conditions contained in this Lease, except that Base Rent during each Renewal Term shall be as set forth in this Section and Tenant shall have no further right to extend the Expiration Date or the Term following the expiration of the last Renewal Term without the written agreement of both Landlord and Tenant. Base Rent during a Renewal Term shall be determined as follows:

The Base Rent to be paid by Tenant to Landlord during the first Lease Year of a Renewal Term shall be 103% of the Base Rent payable in the last Lease Year of the preceding Term. The Base Rent in each succeeding Lease Year of such Renewal Term shall be an amount equal to 103% of the Base Rent payable for the immediately preceding Lease Year.

As used herein, references to the "**Term**" shall mean and include the original Term as the same may be extended by the Renewal Term(s) if timely exercised by Tenant as set forth herein. As used herein, references to the "**Expiration Date**" shall mean and include the original Expiration Date as the same may be extended by the Renewal Term(s) if timely exercised by Tenant as set forth herein.

ARTICLE IV. USE

Section 4.1. Permitted Use. Tenant may use and occupy the Premises for medical office use and related ancillary uses (including, without limitation, office uses) as may be permitted by applicable law, but otherwise for no other use without the consent of Landlord, which consent shall not be unreasonably conditioned, withheld or delayed**.**

Section 4.2. Compliance with Law. Tenant shall not use the Premises for any unlawful purpose or act; shall not commit or permit any waste or damage to the Premises; shall comply with and obey all laws, regulations, or orders of any governmental authority or agency, including, without limitation, the requirements of laws relating to hazardous materials and the Americans with Disabilities Act; shall not do or permit anything to be done in or about the Premises which will in any way unreasonably obstruct or interfere with the rights of other tenants or occupants of the Building (if there are multiple tenants/occupants), or unreasonably injure or annoy them.

Section 4.3. Rules and Regulations. Tenant agrees to comply with and observe all reasonable and customary rules and regulations that may be established by Landlord from time to time which are of uniform applicability to all tenants of the Building (if there are multiple tenants) and of which Tenant shall have received prior written notice. Tenant's failure to keep and observe the rules and regulations shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants. A copy of the current rules and regulations are attached hereto as **Exhibit C.**

Section 4.4. Exclusive Use. From and after the Effective Date, during the Term, provided Tenant is not in default beyond any applicable notice and cure period, Landlord shall not lease, or permit the leasing of, any space within the Building (other than the Premises) and any other property owned or leased by Landlord or its principals or its affiliates within ten (10) miles of the Premises, for the offering of medical oncology, radiation oncology and an infusion center (and attendant ancillary services that are required in order to support each of these services) ("**Tenant's Exclusive Use**"). Tenant's Exclusive Use shall terminate anytime Tenant ceases to operate the Premises for Tenant's Exclusive Use for a period in excess of one year except if the Tenant is not able to operate due to destruction of the Premises, force majeure, or eminent domain.

In the event Tenant's Exclusive Use is violated, then Tenant shall provide written notice to Landlord, who shall then have a twenty (20) day period to cure such violation. If the violation is not cured by Landlord within such cure period, then Base Rent payable hereunder shall abate during the period of such violation. In the event the violation of Tenant's Exclusive Use continues for six (6) months, then Tenant shall have the right, within one (1) year from the date on which such violation commenced (unless the violation has been cured), to terminate this Lease upon thirty (30) days written notice to Landlord in which event all further obligations under the Lease shall terminate on the date which is thirty (30) days after the date of Tenant's termination notice, in which event all further obligations under this Lease shall terminate on the date specified in Tenant's notice, Landlord and Tenant shall be released from any and all liability thereafter accruing hereunder (other than those that survive the termination of this Lease), and any Rent paid in advance by Tenant shall be refunded to Tenant within thirty (30) days after termination of this Lease.

Section 4.5. Hazardous Materials; Medical Waste. Tenant shall not cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous or flammable substances or materials on the Premises. Tenant shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into the Premises any such materials or substances except to use in the ordinary course of Tenant's business. In all events, Tenant shall indemnify, defend and hold harmless Landlord (its members, managers, officers, directors, agents, employees and contractors) in the manner elsewhere provided in this Lease against any liability resulting from any release of hazardous or flammable substances or materials on the Premises during the Term of this Lease caused by Tenant or persons acting under Tenant. Tenant, at its sole cost and expense shall register as a medical waste generating facility with the State of Florida to the extent required by applicable law and shall prepare a written medical waste management plan to the extent required by applicable law which description, shall include, but not be limited to, the location of all medical waste to be stored on the Premises, if any. The plan, and any revisions, modifications and amendments and updates thereto, shall be provided to Landlord as they are provided to the governmental and/or regulatory agencies mentioned above. All medical waste produced or stored on the Premises may not be incinerated or otherwise disposed of on the Premises or Building and must be disposed of in accordance with applicable law and shall be: (a) packaged to protect the waste from being released; (b) segregated by category; (c) not be compacted or mixed with other waste; and (d) stored accordingly, all, to the extent required by applicable law. Tenant shall arrange for the disposal of medical waste, at its own expense. Tenant, and its professional staff, and not Landlord, are responsible for the management, handling and transportation of all medical waste from the Premises to the point of disposal. Tenant agrees to indemnify, defend and hold Landlord harmless from any and all liability which may be incurred as a result of Tenant's breach of the provisions of this Section.

Landlord will have the right, but not the obligation, without in any way limiting Landlord's other rights and remedies under this Lease, to enter upon the Premises, or to take such actions as it deems necessary or advisable, to investigate, clean up, remove or remediate any hazardous material or contamination by hazardous material present on, in, at, under or emanating from the Premises in violation of Tenant's obligations under this Lease or under any applicable laws or that Tenant is liable under this Lease to clean up, remove or remediate. Landlord will have the right, at its election, in its own name or as Tenant's agent, to negotiate, defend, approve and appeal, at Tenant's expense, any action taken or order issued by any governmental agency or authority against Tenant, Landlord or the Premises relating to any hazardous material or under any related law or the occurrence of any event or existence of any condition that would cause a breach of any of the covenants set forth in this Section 4.5.

This Section 4.5 shall survive the expiration or earlier termination of this Lease.

ARTICLE V. RENT

Section 5.1. Rent. Commencing on the Commencement Date and thereafter during the Term, Tenant shall pay to Landlord Base Rent as set forth in Section 1.1 and Additional Rent as set forth in Section 5.2 (collectively, the "**Rent**"), in equal monthly installments in advance on the first (1st) day of each calendar month of the Term via Electronic Transfer to Landlord's Bank in lawful United States currency without notice, demand, deduction, set-off, counterclaim or recoupment. Rent shall be considered late if received after the 5th business day of the month. In the event the Term commences on a day other than the first (1st) day of any calendar month, Tenant shall pay the pro-rata share of Rent due for the unexpired time in such month in addition to the Rent for the full month following such part of a month.

Section 5.2. Additional Rent. Commencing on the Commencement Date, Tenant shall pay to Landlord, as additional rent (the "**Additional Rent**"), all other sums, charges, and payments required to be paid by Tenant to Landlord under this Lease, whether or not the same are designated as Additional Rent.

Section 5.3. Operating Expenses.

Commencing on the Commencement Date, Tenant agrees to pay to Landlord as Additional Rent for each calendar year during the Term Tenant's Proportionate Share of the costs, charges and expenses described herein which are paid or incurred by Landlord during the Term for Real Estate Taxes and Operating Expenses for the Building (collectively, the "**Total Expenses**"). For purposes of this Section, "**Tenant's Proportionate Share**" shall be equal to a fraction, the numerator of which is the total rentable square footage of the Premises, as set forth in the Basic Lease Provisions and the denominator of which is the total rentable square footage of the Building, which may be expressed as a percentage. For purposes of this Lease, Landlord and Tenant agree that Tenant's Proportionate Share as of the Commencement Date is one hundred percent (**100%**). Landlord shall be entitled to estimate the total amount of Total Expenses to be paid by Tenant during each calendar year of the Term, whereupon commencing on the Commencement Date, Tenant shall pay to Landlord each month, at the same time each installment of Base Rent is due, an amount equal to one-twelfth (1/12) of the estimated Total Expenses for such calendar year.

On or before March 31st of each calendar year during the Term, Landlord shall deliver Tenant a statement (the "**Reconciliation Statement**") showing the actual amount of such Total Expenses for the prior calendar year (or portion thereof for the first and last years of the Term) and a reconciliation of the amounts paid by Tenant during the prior calendar year (or portion thereof for the first and last years of the Term) and the difference between the amount paid by Tenant and

Tenant's Proportionate Share of the actual Total Expenses. For a period of sixty (60) days after receipt of such Reconciliation Statement, Tenant and Tenant's agents shall have the right to inspect in person Landlord's books and records showing the Total Expenses. In the event that the Reconciliation Statement shows a deficiency (i.e. Tenant's estimated payments were less than Tenant's Proportionate Share of actual Total Expenses), Tenant shall pay the amount of any such deficiency to Landlord within sixty (60) days after receipt of the Reconciliation Statement. In the event of an overpayment by Tenant (i.e. Tenant's estimated payments exceeded Tenant's Proportionate Share of actual Total Expenses), Tenant shall receive a credit for the amount of any such overpayment against the next payment of Additional Rent due from Tenant, or in the event of the last year of Term, a cash payment for the amount of the credit.

(a) "**Operating Expenses**" shall mean all costs and expenses paid or incurred by Landlord in owning, operating, protecting, insuring, repairing, replacing and maintaining the Building (including the structural elements of the Building, including the roof) and Common Areas (as defined herein) in good order, condition and repair, including, but not limited to: management fees not in excess of 3% of the gross annual Base Rent for the Building. In the event the initial Landlord engages a management company to carry out Landlord's duties hereunder, such management company shall be a third-party company unrelated to the initial Landlord, the initial Landlord's affiliates and the initial Landlord's owners, members, managers or partners and shall be headquartered in one of the following Florida counties: Brevard, Volusia, Orange and Osceola (the **"Permitted Counties**"). So long as the initial Landlord (or its affiliated entities) own the Premises, Tenant shall have the right to require that Landlord bid out management services and to retain a new management company reasonably acceptable to Landlord and Tenant. Tenant may not exercise such right more frequently than every five (5) Lease Years. In order to exercise such right, Tenant must notify Landlord no later than ninety (90) days prior to the fifth (5^{th}), tenth (10^{th}), fifteenth(15^{th}), twentieth (20^{th}), or twenty-fifth (25^{th}) anniversary of the Commencement Date (as appropriate). If Landlord is not the initial Landlord (or an entity which is controlled by the initial members of the initial Landlord) the aforesaid right of Tenant to require that Landlord bid out management services and retain a new management company shall automatically terminate with no further action required of either Landlord or Tenant.

(b) Operating Expenses shall include the following items (the "**Landlord Responsible Items**") which Landlord agrees to maintain, repair, and replace (as provided below) in a first-class manner:

Landlord Pays for and Contracts For:
Structural items such as foundation of the building, footings, and load bearing walls, repair, maintenance and replacement
Exterior doors and locks, windows and window panes, replacement
Building structure, such as plaster repairs, brick repairs and replacement and repainting
Roof repair, maintenance and replacement
Gutter repair, maintenance and replacement
Parking lot and driveways repair and replacement; parking lot signage, such as Do Not Enter signs or stop signs repair and replacement
HVAC replacement, including ductwork
Water heater replacement
Elevator replacement
Generator replacement
Repair, replacement and maintenance of plumbing lines which connect from the water and sewer mains to the interior of the building
Replacement of all electrical panels, transformers, circuit breakers, exterior lighting fixtures
Replacement of exterior signage, for example if signage is destroyed in a hurricane

Repairs and replacement of exterior fencing
Fire alarm system; fire suppression system and fire sprinkler system replacement
Irrigation system replacement
Stormwater management drainage system – repair, maintenance and replacement. Keeping drainage ditches cleaned out at least semi-annually and as needed.

There shall be excluded from Operating Expenses the following:

(i) Costs incurred in connection with any major change in the Building, such as adding or deleting floors;

(ii) costs of alterations or improvements of Tenant's Premises or the other tenants' premises, if any;

(iii) depreciation interest and principal payments on mortgages, and other debt costs, if any;

(iv) costs of correcting defects in or inadequacy of the initial design or construction of the Building;

(v) expenses directly resulting from the gross negligence of the Landlord, its agents, servants or employees;

(vi) legal fees, space planner's fees, real estate broker's leasing commissions, and advertising expenses incurred in connection with the original development or original leasing of the Building or future leasing of the Building;

(vii) costs for which Landlord is reimbursed by insurance, its carrier, or any tenant's carrier;

(viii) any bad debt loss, rent loss, or reserves for bad debts or rent loss;

(ix) the expenses of extraordinary services provided to other tenants in the Building;

(x) costs associated with the operation of the business of the entity which constitutes Landlord as the same are distinguished from the costs of operation of the Building, including limited liability company or partnership accounting and legal matters, costs of defending any lawsuits with any mortgagee (except as the actions of Tenant may be at issue), costs of selling, syndicating, financing, mortgaging or hypothecating any of Landlord's interest in the Building, costs of any disputes between Landlord and its employees (if any) not engaged in Building operation, disputes of Landlord with Building management, or outside fees paid in connection with disputes with other tenants;

(xi) the wages of any employee who does not devote substantially all of his or her time to the Building or are not allocated accordingly;

(xii) fines, penalties, and interest (except to the extent caused by the actions or inactions of Tenant);

(xiii) amounts paid as ground rental by Landlord, if applicable;

(xiv) any damage or loss resulting from any casualty insured against by owners of similar class medical office buildings in Titusville, Florida, except to the extent of customary deductibles;

(xv) reserves for capital improvements or other Operating Expenses.

It is understood and agreed that capital items (those items having a useful life in excess of one year) ("**Capital Items**") will not be included in their entirety the year such costs are incurred, but will be amortized in accordance with generally accepted accounting principles ("**GAAP**") at the time such capital costs are incurred consistently applied over the useful life of the item so capitalized and on a straight-line basis. If capital items which are customarily purchased by landlords of similar class medical office buildings in Titusville, Florida are leased by Landlord, rather than purchased, the decision by Landlord to lease the item in question shall not serve to increase the Tenant's proportionate share of Operating Expenses beyond that which would have applied had item in question been purchased. To the extent Landlord elects to replace Capital Items and/or services with replacements that are considered an upgrade or enhancement over the items being replaced, then to the extent the replacement or service is an upgrade or enhancement, such additional cost component for the upgrade or enhancement shall be excluded from Operating Expenses and the reimbursement for Capital Items; provided, however, the Landlord shall not be obligated to choose an upgraded or enhanced Capital Item or service, unless such Capital Item or service is required by applicable laws, codes or regulations and/or because a replacement item of the same quality as the initial item is not reasonably available.

The Landlord and Tenant further agree that in any one Lease Year Tenant shall not pay in excess of $40,000.00 for Capital Items, and to the extent such costs for Capital Items in such Lease Year exceed $40,000.00, Landlord shall bear such excess costs without passing such costs along to Tenant at any time, including in any future Lease Year.

Initial Landlord and Tenant agree that initial Landlord and Tenant shall meet on a periodic basis and at least one time every calendar year to discuss Operating Expenses and contractor selection for third party vendors who service the Premises for Landlord's maintenance, repair and replacement obligations hereunder. During the time the initial Landlord owns the Premises, initial Landlord agrees to use contractors and subcontractors recommended by Tenant and located within the Permitted Counties so long as they are reasonably acceptable to initial Landlord and timely recommended by Tenant. If Landlord is not the initial Landlord (or an entity which is controlled by the initial members of the initial Landlord) the aforesaid rights of Tenant and obligations of Landlord set forth in this paragraph shall automatically terminate with no further action of either Landlord or Tenant.

(c) "**Real Estate Taxes**" shall be all taxes and existing and future assessments, general and special, and governmental charges of any kind or nature whatsoever, which may be levied or assessed by any lawful authority during or for each Lease Year of the Term of this Lease against the land and improvements comprising the Building, including without limitation, all (i) ad valorem real property taxes and assessments (including installments of special assessments required to be paid during the calendar year); (ii) other taxes, other charges and impositions imposed by the State of Florida or any subdivision thereof which: (A) are in replacement of or in addition to all or any part of ad valorem taxes as sources of revenue, and (B) are based in whole or in part upon the land and Building of which the Premises are a part or any interest therein or the ownership thereof, or the rents, profits or other income therefrom, including, without limitation, income, single business, franchise, excise, license, privilege, sales, use, and occupancy taxes; and (iii) taxes and/or assessments of any kind or nature upon, against or with respect to the rentals and other charges payable by tenants in the Building to Landlord derived from the Building or with respect to Landlord's, or the individuals' or entities' which form Landlord herein, ownership

of the land or Building. Real Estate Taxes shall not include Landlord's personal income tax or any portion thereof and so long as Tenant timely pays Tenant' Proportionate Share of Real Estate Taxes, any additional charges or penalties incurred by Landlord due to the late payment of Real Estate Taxes.

(d) Cap. During the first Lease Year, Tenant's Proportionate Share of Operating Expenses and Tenant's Proportionate Share of Real Estate Taxes payable by Tenant is estimated to be $_____ [?]per square foot of the Premises. Beginning in the second Lease Year, and in each Lease Year thereafter, Tenant's Proportionate Share of Controllable Expenses (as defined herein) shall not increase by more than three percent (3%) on a cumulative basis. For clarity, Tenant's Proportionate Share of Controllable Expenses in the second Lease Year cannot exceed 103% of the annualized Tenant's Proportionate Share of Controllable Expenses for the first Lease Year and Tenant's Proportionate Share of Controllable Expenses in the third Lease Year cannot exceed 106% of Tenant's Proportionate Share of Controllable Expenses for the second Lease Year As used herein, (i) "**Controllable Expenses**" shall mean all Operating Expenses other than Non-Controllable Expenses, and (ii) "**Non-Controllable Expenses**" shall mean Landlord's costs for Real Estate Taxes, utilities, insurance costs, security costs (if any), routine maintenance, and Capital Items. There shall be no cap on Non-Controllable Expenses or Tenant's obligation to pay Tenant's Proportionate Share of Non-Controllable Expenses.

Section 5.4. Late Fees. Any payment of Rent not paid when due shall incur a late charge for reimbursement of Landlord's anticipated out-of-pocket expenses due to such failure of two and one-half percent (2.5%) of the amount of such payment ("**Late Charge**"). The provisions of this Section shall not be construed to extend the date for payment of any sums required to be paid by Tenant under this Lease or to relieve Tenant of its obligation to pay all such sums at the time or times herein stipulated, and neither the demand for, nor collection by, Landlord of late charges pursuant to this Section shall be construed as a cure of any default in payment by Tenant. It is agreed that the Late Charge is a fair and reasonable charge under the circumstances and shall not be construed as interest on a debt payment. Any amount due from Tenant to Landlord under this Lease which is not paid when due (including, without limitation, amounts due as reimbursement to Landlord for cost incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure to so perform) shall bear interest at rate of eight percent (8%) per annum from the date when due until the date paid ("**Default Interest**"). In the event any charge imposed hereunder or under any other Section of this Lease is either stated to be or construed as interest, then no such interest charge shall be calculated at a rate that is higher than the maximum rate which is allowed under the usury laws of Florida, which maximum rate of interest shall be substituted for the rate in excess thereof, if any, computed pursuant to this Lease.

Section 5.5. Tax on Rent. In the event that Tenant is not exempt from the payment of tax, Tenant shall be liable, at its sole cost and expense, for, and Landlord shall have no liability in respect of, any sales, use or similar tax with respect to any and all Rent. In the event that Tenant is not exempt from the payment of tax, Tenant shall pay to Landlord, as Additional Rent, all sales, use or similar tax that is due and payable with respect to any and all Rent together with the payment of such Rent. Without limiting the generality of the foregoing, with each payment of Rent, Tenant shall pay to Landlord an additional amount equal to the applicable Florida sales tax due on such payments.

Section 5.6. No Set-Off. All agreements, covenants and activities to be performed by Tenant hereunder shall be at Tenant's expense and without any abatement of Rent except as otherwise provided herein. Except as otherwise provided herein, Tenant shall not be entitled to any set-off, offset or abatement of any Rent due Landlord hereunder.

ARTICLE VI. UTILITIES, ALTERATIONS AND REPAIRS

Section 6.1. Utilities. Tenant will place in its own name and promptly pay directly to the provider all charges for electricity, water, gas, telephone and internet service, sewer service, and any other utilities furnished to the Premises.

Section 6.2. Alterations. Except as otherwise provided herein, Tenant shall not make or permit any alterations, additions or improvements in or to the Premises (whether or not the same may be structural in nature) unless and until Landlord has approved the plans therefor in writing, which approval shall not be unreasonably withheld or denied. Tenant shall ensure that all alterations, additions and improvements shall be made in accordance with all applicable laws, regulations and building codes, in a good and workmanlike manner and of quality equal to or better than the original construction of the Building. All alterations, additions or improvements made by either party hereto to the Premises, except for Tenant's furniture, trade fixtures, and specialty equipment, shall be the property of Landlord and shall remain upon and be surrendered with the Premises at the expiration or earlier termination of the Term hereof; provided, however, so long as Landlord has notified Tenant in writing at the time the alterations or improvements are approved, Landlord may require Tenant to remove any additions made by Tenant to the Premises and to repair any damage caused by such removal. Tenant shall only use contractors licensed in the State of Florida and shall require any party performing work on or at the Premises to obtain builder's risk insurance and contractor's protective liability in the amount of $2,000,000.00 and deliver evidence of the same to Landlord prior to commencement of such work. No person shall be entitled to any lien derived through or under Tenant for any labor or material furnished to the Premises, and nothing in this Lease shall be construed to constitute Landlord's consent to the creation of any lien. Notwithstanding the foregoing, Landlord's consent shall not be required for any alterations to the Premises which are of a non-structural nature and do not affect other portions of the Building for which Landlord is responsible, provided that the cost of performing such non-structural alteration shall not exceed $50,000.00 per project**.**

Section 6.3. Landlord Repairs, Maintenance and Replacements. Landlord shall promptly, at its own expense but with the costs set forth in Section 5.3 being part of Operating Expenses, keep the Landlord Responsible Items, in good repair and, if necessary or required, make modifications or replacements thereof; provided, however, Tenant shall be responsible for all such repairs or replacements arising from its acts, neglect or default.

Section 6.4. Tenant Repairs, Maintenance and Replacements. From and after the Commencement Date, Tenant shall at all times at Tenant's sole cost and expense, keep the Premises (including all personal property therein, whether or not provided by Landlord), in good condition and repair, ordinary wear and tear and casualty excepted, except to the extent that Landlord is required to do so pursuant to Section 6.3 or as otherwise provided in this Lease. In addition, and not limitation of the foregoing, Tenant shall also make such repairs and replacements to the Premises and the Building due to the negligence or actions of Tenant, its agents, employees, invitees, licensees and contractors. If Tenant refuses or neglects to commence and to complete any repairs promptly and adequately, Landlord may, but shall not be required to do so, make and complete said repairs and Tenant shall pay the cost thereof promptly upon demand. Tenant shall also be responsible, at its sole cost, for janitorial services for the Premises. Tenant shall be responsible for, at its own expense, the following items:

Tenant Pays For Directly and Contracts For:
Interior maintenance, repair and replacement of walls, flooring, interior ceilings and ceiling panels, drywall, cabinetry; interior stairwells

Repair, maintenance and repair of all clinical equipment, furniture and all personal property owned by Tenant
Vending machines (if any)
All utilities, including exterior lighting
All water and sewer charges
All telecommunications and equipment, including internet services, including cabling
HVAC repairs and HVAC maintenance; filter replacement
Water heater repairs
Elevator service contract; elevator repair and maintenance
Generator repairs and maintenance
Repair, replacement and maintenance of all interior plumbing fixtures
Repair, replacement and maintenance of all interior lighting, light bulbs and electrical fixtures
Repair and maintenance of all electrical panels, transformers, circuit breaker, exterior lighting fixtures
All janitorial – interior and exterior
Disposal of medical waste
Disposal of regular waste
All pest control – interior and exterior
Repair and maintenance of exterior signage
Security alarm and security system maintenance, repair and replacement; any secured locking systems for doors or entryways;
Exterior doors and locks, windows and window panes, repair and maintenance
Gate repair, replacement and maintenance
Fire extinguishers maintenance and replacement
Fire alarm system; fire suppression system and fire sprinkler system repair and maintenance
Lawn maintenance, including shrub and grass fertilization; tree trimming and replacement of trees, grass and shrubs as needed
Irrigation system repair and maintenance
Window cleaning – interior and exterior
All other items of repair, maintenance and replacement associated with the Premises except for those items which are the exclusive responsibility of the Landlord as set forth in this Lease.

Section 6.5. Use of Common Area and Parking Areas. The "**Common Area**" shall comprise all public spaces located on the exterior of the Building, including sidewalks, interior drives, parking areas, and green space areas. Landlord hereby grants to Tenant and its subtenants and their respective agents, contractors, employees, invitees and visitors, the exclusive right to use the Common Area. Landlord shall provide for the exclusive use of Tenant herein and other tenants of the Building, and their agents, employees and invitees, the parking areas shown on the survey attached as **Exhibit A-1**.

Section 6.6. Maintenance Contracts/Maintenance Plan. Tenant shall, throughout the Term, obtain, maintain and pay for an HVAC maintenance contract for regular (but no less than quarterly) service and maintenance and shall provide Landlord with a copy of said agreement. Tenant shall also, throughout the Term, obtain, maintain and pay for elevator, generator, fire alarm and sprinkler (fire suppression) system maintenance contracts for regular service and maintenance and shall provide Landlord with a copy of said agreements. All maintenance contracts shall also call for the performance of maintenance that will ensure compliance with any manufacturers' recommended maintenance programs and with the requirements necessary to keep any warranty (if applicable) valid. All such maintenance contracts shall not exceed the Term of this Lease. Notwithstanding anything to the contrary herein, the HVAC maintenance contract

services can be provided by Tenant so long as Tenant has in-house employees who are qualified to perform routine inspection and maintenance of HVAC systems, and in such case, the maintenance contract will be referred to as a "maintenance plan."

ARTICLE VII. LIENS AND ENCUMBRANCES

Section 7.1. Liens. Tenant shall keep the Premises free from any liens, including but not limited to construction liens. If any lien is filed against the Landlord's interest in the Premises for work claimed to have been done for or material claimed to have been furnished to Tenant, Tenant shall cause such lien to be discharged or bonded over of record within thirty (30) days after Tenant received notice of its filing. Further, Tenant shall not encumber its leasehold interest in the Premises and/or this Lease without the prior written consent of Landlord.

The interest of Landlord in the Premises will not be subject in any way to any liens, including any lien rights under Chapter 713, Florida Statutes, for improvements to or other work performed to the Premises by or on behalf of Tenant. Tenant has no power or authority to create any lien or permit any lien to attach to the present estate, reversion, or other interest of the Landlord in the Premises. All mechanics, materialmen, contractors, laborers, artisans, suppliers, and other parties contracting with Tenant, its representatives or contractors with respect to the Premises are hereby given notice that they must look solely to the Tenant to secure payment for any labor, services or materials furnished or to be furnished to Tenant, or to anyone holding any of the Premises through or under Tenant during the term of this Lease. The foregoing provisions are made with express reference to Section 713.10, Florida Statutes. Tenant shall notify every contractor making improvements to the Premises that the interest of the Landlord in the Premises shall not be subject to liens for improvements to or other work performed with respect to the Premises by or on behalf of Tenant. Nothing contained in this Lease shall authorize Tenant to do any act which may create or be the foundation for any lien, mortgage or other encumbrance upon the reservation or other estate of Landlord, or of any interest of Landlord in the Premises or any improvements thereof; it is agreed that should Tenant cause any alterations, changes, additions, improvements or repairs to be made in the Premises, or cause materials to be furnished or labor to be performed therein, neither Landlord nor the Premises shall, under any circumstances, be liable for the payment of any expenses incurred or for the value of any work done or material furnished to the Premises or any part thereof. All such alterations, changes, additions, improvements, repairs, materials and labor shall be at Tenant's expense and Tenant shall be solely and wholly responsible to contractors, laborers and material men furnishing labor and materials to the Premises, or any part thereof. To the extent required by Florida Statutes Chapter 713, with the understanding that certain governmental property may not be subject to Chapter 713, and prior to commencement of any work on the Premises for which a Notice of Commencement is required pursuant to Chapter 713, Florida Statutes (or its successor), Tenant shall record such a notice in the Public Records of the County, identifying Tenant as the party for whom such work is being performed, summarizing and memorializing the terms of this Article, and requiring the service of copies of all notices, liens or claims of lien upon Landlord; and Tenant shall simultaneously therewith transmit a copy of said notice to Landlord. In addition to the foregoing, Landlord shall have the right (but not the obligation) to record a notice in the Public Records of the County in accordance with Section 713.10, Florida Statutes (or its successor).

Section 7.2. Lien on Tenant's Personal Property. Landlord hereby waives any and all rights that it may now or hereafter have to any lien and/or security interest in any personal property of Tenant, including, without limitation, goods, inventory, equipment, fixtures, and all other tangible and intangible personal property owned by Tenant and all insurance proceeds of or relating to any of the foregoing, and all proceeds therefrom, including, without limitation, Landlord's statutory landlord's lien.

ARTICLE VIII. ASSIGNMENT AND SUBLETTING

Section 8.1. Assignment and Subletting Generally. Except as expressly permitted pursuant to Section 8.3 below, Tenant agrees not to assign, mortgage, encumber or in any manner transfer, in whole or in part, this Lease or any estate or interest therein, and not to sublet the Premises or any part or parts thereof or allow anyone to come in with, through or under it without Landlord's consent, which consent shall not be unreasonably withheld, conditioned or denied. Any transfer, assignment or subletting in violation of this Section shall be void and shall represent a default under this Lease. Consent by Landlord to one or more assignments of this Lease or to one or more subletting of the Premises shall not operate to exhaust/extinguish Landlord's rights under this Article VIII. In the event that Tenant, with or without the previous consent of Landlord, does assign or in any manner transfer this Lease or any estate or interest therein, Tenant shall in no way be released from any of its obligations under this Lease. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof.

Section 8.2. Notice. If at any time or from time to time during the Term, as the same may be extended, Tenant desires to sublet all or any part of the Premises or to assign this Lease, Tenant shall give written notice to Landlord setting forth the proposed subtenant or assignee, the terms of the proposed subletting and the space so proposed to be sublet or the terms of the proposed assignment, as the case may be, and such other information as may be reasonably requested by Landlord. Within ten (10) days after receipt of Tenant's written request for such assignment or sublet, Landlord shall notify Tenant of its approval or disapproval of the same.

Section 8.3. Permitted Transfers. Tenant shall have the right, without Landlord's consent but upon prior written notice to Landlord, to assign the Lease or sublet or license all or part of the Premises (i) to any successor of Tenant resulting from a merger or consolidation of Tenant, (ii) to any bona-fide purchaser of all or substantially all of Tenant's assets, (iii) to any entity controlling, controlled by or under common control with Tenant, (iv) Tenant's affiliated entity, North Brevard Medical Support, Inc., a Florida not for profit corporation ("**NBMS**"), or any affiliate of NBMS, and (v) to any physician or medical specialist (the "**Permitted Transfer(s)**"). The sale, issuance, or transfer of any voting capital stock of Tenant (if Tenant is a non-public corporation) or membership interests in Tenant (if Tenant is a limited liability company), which results in a change in the control of Tenant ("**Change of Control**"), shall be deemed to be a Permitted Transfer so long as (a) the transaction involves all or substantially all of Tenant's business and assets, and (b) the net worth of the entity or entities liable for the performance of Tenant's obligations after the transaction is not less than the net worth of Tenant prior to the transaction.

ARTICLE IX. NON-LIABILITY, INDEMNIFICATION, AND INSURANCE

Section 9.1. Release. All of Tenant's trade fixtures, specialty equipment, merchandise, inventory and all other personal property in or about the Premises, the Building or the Common Areas, which is deemed to include the trade fixtures, merchandise, inventory and personal property of others located in or about the Premises or Common Areas at the invitation, direction or acquiescence (express or implied) of Tenant (all of which property shall be referred to herein, collectively, as "**Tenant's Property**"), shall be at all times during the Term at Tenant's sole risk. Landlord shall not be liable to Tenant or to any other person for, and Tenant hereby releases Landlord from (a) any and all liability for theft or damage to Tenant's Property, and (b) any and all liability for any injury to Tenant or its employees, agents, contractors, guests and invitees in or about the Premises, the Building or the Common Areas, except to the extent caused by the gross negligence or willful misconduct of Landlord, its agents, employees or contractors. Nothing contained in this Section 9.1 shall limit (or be deemed to limit) the waivers contained in Section 9.6 below. In the event of any conflict between the provisions of Section 9.6 below and this

Section 9.1, the provisions of Section 9.6 shall prevail. This Section 9.1 shall survive the expiration or earlier termination of this Lease.

Section 9.2. Indemnification by Tenant. To the fullest extent permitted under Florida law and subject to the last sentence of this paragraph, Tenant shall protect, defend, indemnify and hold Landlord, its members, managers, officers, directors, agents, employees and contractors harmless from and against any and all claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including reasonable attorneys' fees and expenses at the trial and appellate levels) to the extent (a) arising out of or relating to any act, omission, negligence or willful misconduct of Tenant and/or its subtenants and/or their respective agents, employees, contractors, customers or invitees ("**Tenant Parties**") in or about the Premises, the Building and/or the Common Areas, (b) arising out of or relating to any of Tenant's Property, or (c) arising out of any other act or occurrence within the Premises, in all such cases except to the extent caused by the gross negligence or willful misconduct of Landlord, its agents, employees or contractors. Nothing contained in this Section 9.2 shall limit (or be deemed to limit) the waivers contained in Section 9.6 below. In the event of any conflict between the provisions of Section 9.6 below and this Section 9.2, the provisions of Section 9.6 shall prevail. This Section 9.2 shall survive the expiration or earlier termination of this Lease. Notwithstanding the foregoing, nothing in this indemnification clause or elsewhere in this Lease is intended, nor shall it be construed or interpreted, to alter or waive the entitlement of Tenant to the protection of sovereign immunity, or to extend or modify Tenant's liability beyond the limits established by Florida law generally, and, more specifically, Article X, Section 13 of the Florida Constitution, and Section 768.28 Florida Statutes (2025) as from time to time amended and any successor.

Section 9.3. Tenant's Insurance.

(a) During the Term (and any period of early entry or occupancy or holding over by Tenant, if applicable), Tenant shall maintain the following types of insurance, in the amounts specified below:

(i) Liability Insurance. Commercial General Liability Insurance (which insurance shall not exclude blanket, contractual liability, broad form property damage, personal injury, or fire damage coverage) covering the Premises and Tenant's use thereof against claims for bodily injury or death and property damage, which insurance shall provide coverage on an occurrence basis with a per occurrence limit of not less than $2,000,000 for each policy year, which limits may be satisfied by any combination of primary and excess or umbrella per occurrence policies.

(ii) Property Insurance. Special Form Insurance with named storm coverage (which insurance shall not exclude flood) in the amount of the full replacement cost of Tenant's Property (including alterations or additions performed by Tenant pursuant hereto, but excluding those improvements, if any, made by Landlord), which insurance shall include an agreed amount endorsement waiving coinsurance limitations.

(iii) Workers' Compensation Insurance. Tenant shall provide and keep in full force and effect workers' compensation insurance, in a form and with coverage limits not less than as prescribed by the laws of the State of Florida, and employers' liability insurance in an amount equal to the greater of Two Million Dollars ($2,000,000.00) or the minimum amount required by law.

(iv) Builder's Risk Insurance. Tenant shall, prior to the commencement of and during any construction work on the Premises made by Tenant or its agents, and as often as Tenant may construct, replace, reconstruct, restore or make a substantial alteration to,

any improvement thereon, provide and keep in full force and effect builders' risk insurance in accordance with the requirements of this section for the full replacement cost of such work.

(b) All insurance required by Tenant hereunder shall (i) be issued by one or more insurance companies reasonably acceptable to Landlord, and (ii) provide that said insurance shall not be materially changed, canceled or permitted to lapse on less than thirty (30) days' prior written notice to Landlord. In addition, Tenant's insurance shall protect Tenant and Landlord as their interests may appear, naming Landlord and any mortgagee requested by Landlord in writing, as additional insureds under its liability policies and the liability policies of all contractors. Upon Tenant's receipt of a written request from Landlord, Tenant shall provide Landlord with copies of all insurance policies, including all endorsements, evidencing the coverages required hereunder. In the event that Tenant fails to provide evidence of insurance required to be provided by Tenant in this Lease within ten (10) business days following Landlord's request thereof, and thirty (30) days prior to the expiration of any such coverage, Landlord, in addition to its other rights and remedies, shall be authorized (but not required) to procure such coverage in the amount stated with all costs thereof to be chargeable to Tenant and payable upon written invoice thereof. The limit of insurance required by this Lease, or as carried by Tenant, shall not limit the liability of Tenant or relieve Tenant of any obligation thereunder, except to the extent provided for under the waiver of subrogation set forth in Section 9.6 hereof. Any deductibles selected by Tenant shall be the sole responsibility of Tenant.

(c) Tenant shall not do anything in or about the Premises which will in any way tend to increase the insurance rates or invalidate any insurance policy on the Premises and/or the Building. If Tenant installs any electrical equipment that overloads the lines in the Premises, Tenant shall at its own expense make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction. Tenant shall pay as Additional Rent, upon demand of Landlord, any such increased premium cost due to Tenant's use or occupancy of the Premises. All property kept, stored or maintained within the Premises by Tenant shall be at Tenant's sole risk.

(d) All insurance coverages required by Tenant under this Lease may be provided by self-insurance or through Tenant's captive insurance company, provided the same is sufficient to enable payment of any losses, damages and claims which are Tenant's responsibility under this Lease (including, without limitation, to the fullest extent permitted by law, those under Section 9.2 above without waiving Tenant's rights to sovereign immunity as provided in Section 768.28, Florida Statutes). On the Commencement Date and thereafter during the Term as reasonably requested by Landlord, Tenant shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance. Failure by Landlord to request proof of insurance from Tenant, and/or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve Tenant of its liability and obligations under this Lease.

(e) Cooperation. Each party will reasonably cooperate with the other party in connection with the collection of any insurance proceeds that may be payable in the event of loss and execute and deliver to the insurers such proof of loss and other documents required for the recovery of any such insurance proceeds.

Section 9.4. Landlord's Insurance. During the Term, Landlord agrees to maintain the following types of insurance, in amounts comparable to amounts carried by landlords of similar buildings in the vicinity of the Premises, during the Term, the reasonable and customary premiums therefor being reimbursable by Tenant as an Operating Expense:

(a) Liability Insurance. Commercial General Liability Insurance (which insurance shall not exclude blanket, contractual liability, broad form property damage, personal injury, or fire damage coverage) covering the Premises (including Common Areas) against claims for bodily injury or death and property damage.

(b) Property Insurance. Special Form Insurance (including flood insurance) with named storm coverage in the amount of at least one hundred percent (100%) of the full replacement cost of the Building (other than the foundation), including, without limitation, any improvements, if any, made by Landlord, but excluding Tenant's Property and any other items required to be insured by Tenant pursuant to Section 9.4 above.

The cost of insurance maintained by Landlord in accordance with this Section 9.5 shall be included as Operating Expenses and reimbursed by Tenant pursuant to Section 5.3 above. Notwithstanding the foregoing or anything else to the contrary contained in this Lease, Landlord may, from time to time, elect to invoice Tenant annually for Tenant's Proportionate Share of insurance premiums, in which event, Tenant shall pay such invoice within thirty (30) days after receipt thereof.

Section 9.5. Waiver of Subrogation. Notwithstanding anything contained in this Lease to the contrary, Landlord and Tenant hereby waive any rights each may have against the other on account of any loss of or damage to their respective property, the Premises, its contents, or other portions of the Building or Common Areas arising from any risk which is required to be insured against under this Article IX (and which is actually insured against to the extent a party's coverage is broader or has higher limits than is required under this Lease). The special form coverage insurance policies maintained by Landlord and Tenant as provided in this Lease shall include an endorsement containing an express waiver of any rights of subrogation by the insurance company against Landlord and Tenant, as applicable.

ARTICLE X. HOLDING OVER

Section 10.1. Holding Over. It is expressly agreed and understood by both Landlord and Tenant that the failure by Tenant to surrender possession of the Premises at the expiration of the Term or sooner termination of this Lease shall result in substantial damages to Landlord and those damages are impossible or impracticable to measure. If Tenant so remains in possession of the Premises after the expiration of the Term or sooner termination of this Lease, then, at Landlord's option, and in addition to all other rights and remedies available to Landlord, Tenant shall be deemed to be occupying the Premises as a month-to-month tenant only and Tenant shall pay Landlord for each day of such holding over a sum equal to one hundred fifty percent (150%) of the Base Rent payable during the preceding Lease Year prorated for the number of days for such holding over, plus all Additional Rent which Tenant would have been required to pay hereunder had this Lease been in effect (the "**Holdover Rent**"). If either Landlord or Tenant desires to terminate said occupancy at the end of any month after the termination of this Lease, the party so desiring to terminate shall give the other party no less than thirty (30) days written notice to that effect. However, the Landlord shall not be required to give any such notice if Tenant has failed to pay the Holdover Rent in advance when due. The provisions of this Article X shall survive the expiration of the Term or sooner termination of this Lease.

ARTICLE XI. ADDITIONAL RIGHTS RESERVED

Section 11.1. Reservation of Rights. In addition to any other rights available at law or by contract, Tenant shall have the following rights:

(a) To change the name of the Building (provided the new name is reasonably acceptable to Landlord);

(b) To install and maintain signs on the exterior and interior of the Building;

(c) To designate or assign parking spaces;

(d) To hold educational seminars or gatherings to support those impacted by cancer or cancer care.

ARTICLE XII. INSOLVENCY OR BANKRUPTCY

Section 12.1. Bankruptcy. The appointment of a receiver to take possession of all or substantially all of the assets of Tenant, or an assignment by Tenant for the benefit of creditors or any action taken or suffered by Tenant under any insolvency, bankruptcy, or reorganization act shall constitute a breach of this Lease by Tenant. In no event shall this Lease be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under a bankruptcy, insolvency or reorganization proceedings.

ARTICLE XIII. DEFAULT AND REMEDIES

Section 13.1. Default by Tenant. The happening of any of the following shall be deemed an "**Event of Default**" by Tenant:

(a) Tenant's failure to pay any installment or payment of Rent within five (5) business days after written notice from Landlord to Tenant specifying such failure to pay; or

(b) Tenant's failure to perform any other term, covenant, condition or provision hereof within twenty (20) days after notice or demand therefor is served upon Tenant by Landlord; provided, that if such default is of such a character as to require more than twenty (20) days after the receipt of such notice to cure, then Tenant shall be permitted such longer period as may be reasonably required to cure such default, so long as Tenant commences such cure within the initial twenty (20) day period and thereafter proceeds diligently to cure such default (and, in any event the failure is cured no later than one hundred eighty (180) days after the initial notice thereof from Landlord to Tenant, subject to an event of force majeure); or

(c) Tenant abandons the Premises without the payment of Rent or permits this Lease to be taken under any writ of execution.

Section 13.2. Remedies. Upon the occurrence of an Event of Default, Landlord, besides any other rights or remedies which Landlord may have by law or otherwise, shall have the following remedies, any and all of which rights and remedies Landlord may pursue separately or concurrently or in any combination, without any further notice or opportunity to cure (except as specifically provided herein below) or demand whatsoever, and without prejudice to any other remedy which Landlord may have for possession of the Premises or for arrearages in Rent payable by Tenant and the pursuit of any such remedy or remedies shall not constitute an election of remedies excluding the election of another remedy or other remedies, or a forfeiture or waiver of any Rent payable under this Lease by Tenant or of any damages or other sums accruing to Landlord by reason of Tenant's default under this Lease.

(a) Landlord may re-enter the Premises and cure any Event of Default of Tenant, and Tenant shall reimburse Landlord as Additional Rent for any costs and expenses which Landlord

thereby incurs, including, without limitation, reasonable attorneys' fees and costs; and Landlord shall not be liable to Tenant for any loss or damage which Tenant may sustain by reason of Landlord's action, except to the extent caused by the gross negligence or willful misconduct of Landlord.

(b) Landlord may terminate this Lease in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in Rent, enter upon the Premises and take possession of the Premises, expel or remove Tenant and any other person who may be occupying the Premises or any part thereof; and Tenant agrees to pay to Landlord on demand the amount of any rentals due and payable hereunder up to and including the date that Landlord obtains possession of the Premises..

(c) Landlord may enter upon the Premises and take possession of the Premises, without terminating this Lease, and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, relet the Premises or any part thereof on such terms and conditions as Landlord shall in its sole discretion deem advisable and receive the rent therefor; and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting and all costs and reasonable expenses incurred by Landlord in taking possession of the Premises and reletting the Premises. The proceeds of such reletting shall be applied: first, to the payment of any indebtedness of Tenant to Landlord other than Rent due hereunder; second, to the payment of any and all costs and reasonable expenses incurred by Landlord in taking possession of the Premises and reletting the Premises; third, to the payment of Rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder.

(d) Landlord may declare all Rent due or to become due under this Lease (discounted to present value at the lesser of: (i) six percent (6%); or (ii) the discount rate announced by the Federal Reserve Bank of New York as of the date Landlord makes such declaration) to be immediately due and payable.

Section 13.3.General Damages Upon Default. In the event of any uncured Event of Default by Tenant which is followed by an eviction action and termination of this Lease, Tenant shall also be liable for and shall pay to Landlord at the address specified for notice to Landlord herein, in addition to any sum provided to be paid herein or under applicable Laws, brokers' fees incurred by Landlord in connection with any re-letting the whole or any part of the Premises, the reasonable and customary costs of: removing and storing Tenant's or other occupant's property, repairing, altering, remodeling or otherwise putting the Premises into a condition acceptable to a new tenant or tenants, and all reasonable costs and expenses incurred by Landlord in enforcing or defending Landlord's rights and/or remedies (including, without limitation, reasonable attorneys' fees and costs). Actions to collect amounts due by Tenant to Landlord may be brought from time to time, on one or more occasions, without the necessity of Landlord's waiting until Expiration Date.

Section 13.4.Application of Funds. Any payments received by Landlord under any of the provisions of this Lease during the existence or continuance of any Event of Default by Tenant shall be applied to Tenant's obligations in the order that Landlord may determine in its sole and absolute discretion (unless otherwise prescribed by applicable Laws).

Section 13.5. Landlord's Default and Tenant's Remedies. Landlord shall be in default if it fails to perform any term, condition, covenant or obligation required under this Lease for a period of twenty (20) days after written notice thereof from Tenant to Landlord; provided, that if such default is of such a character as to require more than twenty (20) days after the receipt of such

notice to cure, then Landlord shall be permitted such longer period as may be reasonably required to cure such default, so long as Landlord commences such cure within the initial twenty (20) day period and thereafter proceeds diligently to cure such default. Upon the occurrence of any such default and the expiration of the aforesaid cure period, Tenant may perform such obligations of Landlord and deduct the actual cost of completing such obligations from future Rent or sue for injunctive relief or to recover Tenant's actual, out-of-pocket damages for any loss resulting from the breach. Notwithstanding the foregoing (except in the event of an emergency, in which case no second notice is required of any party), before exercising self-help, Tenant must give Landlord a second notice (after the expiration of the cure period) before exercising the aforesaid self-help right which specifies in bold and capitalized letters **"THIS IS A SECOND NOTICE UNDER SECTION 13.5 OF THE LEASE OF TENANT'S INTENT TO USE SELF-HELP"** and if such breach or default continues for a period of five (5) business days after the second notice thereof, Tenant may (but is not obligated to) cure such breach on behalf of Landlord.

Section 13.6. Remedies Cumulative. No right or remedy herein conferred upon or reserved to Landlord or Tenant is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute. With respect to any remedy exercised by a party, such party shall have an affirmative obligation to use commercially reasonable efforts to mitigate its damages hereunder.

ARTICLE XIV.CASUALTY AND EMINENT DOMAIN

Section 14.1. Casualty. Tenant shall within a reasonable period of time notify Landlord of any damage to the Premises by fire or other casualty. In the event of total or partial destruction of the Building or the Premises by fire or other casualty, Landlord agrees promptly to restore and repair same; provided, however, Landlord's obligation hereunder with respect to the Premises shall be limited to the reconstruction of such of the leasehold improvements to substantially their condition as of the Commencement Date. Rent shall proportionately abate during the time that the Premises or part thereof are unusable because of any such damage. Notwithstanding the foregoing, if the Premises are (a) so destroyed that they cannot be repaired or rebuilt within two hundred seventy (270) days from the casualty date; or (b) destroyed by a casualty that is not covered by the insurance required hereunder or, if covered, such insurance proceeds are not released by any mortgagee entitled thereto or are insufficient to rebuild the Building and the Premises; then, in case of a clause (a) casualty, either Landlord or Tenant may, or, in the case of a clause (b) casualty, then Landlord may, upon thirty (30) days' written notice to the other party, terminate this Lease with respect to matters thereafter accruing. Landlord or Tenant may, at its option, terminate this Lease if the Premises are substantially damaged or destroyed by a casualty that occurs during the last two (2) years of the Term. In no event shall Landlord be required to repair or replace any of Tenant's Property, Tenant being solely responsible for the same .

Section 14.2. Eminent Domain. If all or any substantial part of the Building or Common Areas shall be acquired by the exercise of eminent domain, Landlord may terminate this Lease by giving written notice to Tenant on or before the date possession thereof is so taken. If all or any part of the Premises shall be acquired by the exercise of eminent domain so that the Premises shall become impractical for Tenant to use for Tenant's permitted use, Tenant may terminate this Lease by giving written notice to Landlord as of the date possession thereof is so taken. All damages awarded shall belong to Landlord; provided, Landlord shall not be entitled to any award or compensation paid or payable to Tenant for its moving expenses or for Tenant's Property that may be taken in any such proceeding and Tenant shall be entitled to pursue its own action for eminent domain for any other such award that is available to a tenant under a commercial lease under Florida law; provided, however, that the same shall not diminish Landlord's allocated share of the award pursuant to the terms hereof.

ARTICLE XV. SURRENDER OF PREMISES

Section 15.1. Surrender. At the end of the Term or sooner termination of this Lease, Tenant will peaceably deliver to the Landlord possession of the Premises, together with all improvements or additions upon or belonging to the same, by whomsoever made, in the same condition as received, or first installed, ordinary wear and tear and damage by fire, earthquake, act of God or the elements alone excepted.

ARTICLE XVI.WAIVER

Section 16.1. Waiver. Waiver by Landlord or Tenant of any term, covenant, requirement, or condition herein contained shall not be deemed to be a permanent or continuing waiver thereof, nor as a waiver of any other term, covenant, condition, or requirement of this Lease, and acceptance of Rent hereunder by Landlord or payment of Rent hereunder by Tenant shall not be deemed to be a waiver of any breach by the other party of any term, covenant, requirement, or condition or any subsequent breach of the same or any other term, requirement, covenant or condition herein contained.

ARTICLE XVII. NOTICES AND SUBORDINATION

Section 17.1. Notices. Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if it is written and delivered in person or by overnight courier or mailed by certified mail, postage prepaid, to the party who is to receive such notice at the addresses specified in Section 1.1. If sent by overnight courier, the notice shall be deemed to have been received one (1) business day after sending. If mailed, the notice shall be deemed to have been received on the date that is three (3) business days following mailing. Either party may change its address by giving written notice thereof to the other party. Notices provided by counsel for either party shall be effective hereunder.

Section 17.2. Subordination. Landlord shall have the right to subordinate this Lease to any mortgage, deed to secure debt, deed of trust or other instrument in the nature thereof, and any amendments or modifications thereto (collectively, a **"Mortgage**") presently existing or hereafter encumbering the Building by so declaring in such Mortgage; provided, that Tenant's leasehold of the Premises hereunder shall remain undisturbed by reason of such subordination if the holder of the Mortgage shall take title to the Premises through foreclosure or deed in lieu of foreclosure, so long as Tenant is not in default (after notice and beyond any period given Tenant to cure such default under this Lease) in the payment of Rent or in the performance of any of the other terms, covenants or conditions of the Lease on Tenant's part to be performed. Contemporaneously with the execution of this Lease as to acquisition financing and, thereafter, within ten (10) business days following receipt of a written request from Landlord, Tenant shall execute and deliver to Landlord, without cost, any instrument that Landlord deems reasonably necessary or desirable to confirm the subordination of this Lease; provided that such instrument shall also provide that Tenant's leasehold of the Premises hereunder shall remain undisturbed by reason of such subordination if the holder of the Mortgage shall take title to the Premises through foreclosure or deed in lieu of foreclosure , so long as Tenant is not in default (after notice and beyond any period given Tenant to cure such default under this Lease) in the payment of Rent or in the performance of any of the other terms, covenants or conditions of the Lease on Tenant's part to be performed. Prior to the Commencement Date, the parties and any mortgagee under a Mortgage agree to enter into a Subordination, Non-Disturbance and Attornment Agreement ("**SNDA**") in the form of **Exhibit D** attached hereto and incorporated herein

Section 17.3. Estoppels. Tenant agrees to execute and deliver to Landlord, within ten (10) business days after request therefor by Landlord, a statement, in writing, certifying to

Landlord and/or any other party designated by Landlord, that: (a) this Lease is in full force and effect; (b) the Commencement Date; (c) that Rent is paid currently without any off-set or defense thereto, (d) the amount of Rent, if any, paid in advance; (e) that there are no known uncured defaults by Landlord or Tenant, or stating those known and claimed, provided that, in fact, such facts are accurate and ascertainable; and (f) any other information reasonably requested by Landlord.

ARTICLE XVIII. RIGHT OF FIRST REFUSAL TO PURCHASE THE PROPERTY

Section 18.1. Right of First Refusal to Purchase the Property. During the Term (including any Renewal Term if timely exercised by Tenant as set forth herein), the Landlord shall not sell or convey the Premises or any portion thereof (referred to in this Section as the "**Property**") to a bona fide third party buyer without the written consent of the Tenant, unless Landlord shall first make the offer to sell hereinafter described, and such offer shall not have been timely accepted by Tenant, referred to herein as the "**ROFR**".

(a) Offer by Landlord. If, at any time during the Term, Landlord shall receive and be prepared to accept a bona fide (from an unrelated third party), offer to sell the Property (the "**Offer**"), then the Offer shall be given to the Tenant in writing and shall consist of an offer to sell the Property to Tenant, to which shall be attached a statement of intent to transfer, the name and address of the prospective transferee, and the material terms of the transfer, including the purchase price (the "**Offer Notice**"). If Tenant does not affirmatively elect, in writing, within the required time period, to exercise the ROFR with respect to a particular Offer, Landlord may complete the sale described in the Offer Notice with the offeror named in the Offer Notice, on substantially the terms and conditions set forth in the Offer Notice. If the purchase price at which the sale is consummated is within five percent (5%) of the purchase price in the Offer Notice, then the purchase price shall be deemed to be on substantially the same purchase price as set forth in the Offer Notice. If the purchase price at which the sale is consummated is not within five percent (5%) of the purchase price in the Offer Notice, then the Offer must be re-sent to the Tenant to respond to the new Offer Notice.

(b) Acceptance of Offer. The Tenant shall have sixty (60) calendar days to accept or reject the Offer Notice (the "**Outside Acceptance Date**"). In the event Tenant does not agree with the purchase price set forth in the Offer Notice, Tenant shall have ten (10) business days to elect the Appraisal Method, as defined below, and in such event the parties shall proceed with the methodology described below.

The "**Appraisal Method**" is defined as follows:

> If Tenant selects the Appraisal Method then within five (5) business days of the Landlord's receipt of the notice from Tenant that the Appraisal Method has been selected, each of Landlord and Tenant shall order an MAI appraisal of the Property which shall be completed within forty (40) days of placing the order with the appraiser. Each of Landlord and Tenant shall promptly select an MAI appraiser and each shall send a notice of such appointment to the other party. Any appraiser appointed to appraise the Property must be experienced in appraising cancer centers and must have an office located in the Permitted Counties. The Tenant's appraisal shall be referred to as the "**Tenant's Appraisal**". The Landlord's appraisal shall be referred to as the "**Landlord's Appraisal**". The Tenant shall pay for the Tenant's Appraisal, and the Landlord shall pay for the Landlord's Appraisal. If the Tenant's Appraisal and the Landlord's Appraisal do not differ by more than ten percent (10%) then the two appraisal sums will be averaged and that figure will be referred to as the "**Appraisal Method FMV**". If the Tenant's Appraisal and the Landlord's Appraisal differ by more than ten percent (10%) then both appraisers will

promptly select a third appraiser (who shall prepare an MAI appraisal of the Property which shall be completed within thirty (30) days of selecting the appraiser), and that appraiser's determination of value (the "**Third Appraisal**") will be averaged with the closest in value as to either the Tenant's Appraisal or the Landlord's Appraisal, and the average of those two appraisals will then become the "**Appraisal Method FMV**." The cost of the Third Appraisal will be split equally between Landlord and Tenant. If either of Landlord or Tenant shall fail or refuse to so appoint an appraiser, then the other of them, upon giving five (5) business days' prior written notice to the one of them failing or refusing to appoint an appraiser, may apply to the local or regional chapter of the American Arbitration Association which includes any of the Permitted Counties, for the selection and appointment, on behalf of the one of them failing or refusing to appoint an appraiser, within ten (10) days following such written notice, of an appraiser meeting the qualifications set forth above.

If the Appraisal Method FMV is within ten percent (10%), higher or lower, of the purchase price set forth in the Offer Notice, then Tenant shall have until the Outside Acceptance Date in which to elect in writing one of the following options: (A) proceed with the exercise of the right to purchase at the purchase price set forth in the Offer Notice, or (B) decline to proceed with the right to purchase the Property and permit Landlord to proceed with the sale of the Property to the third party.

If the Appraisal Method FMV is ten percent (10%) or more higher than the purchase price set forth in the Offer Notice, then Landlord shall have ten (10) days in which to elect in writing one of the following options: (A) withdraw the property from sale to the third party, in which case this right of first refusal shall continue in place as to a future sale, (B) sell the Property to Tenant at the purchase price set forth in the Offer Notice, provided that Tenant has timely exercised its right to proceed with the exercise of the right to purchase at the purchase price set forth in the Offer Notice, or (C) if Tenant has not timely exercised its right to proceed with the exercise of the right to purchase at the purchase price set forth in the Offer Notice, Landlord may complete the sale described in the Offer Notice with the offeror named in the Offer Notice, on substantially the terms and conditions set forth in the Offer Notice.

If the Appraisal Method FMV is ten percent (10%) or more lower than the purchase price set forth in the Offer Notice, then Landlord shall have ten (10) days in which to elect in writing one of the following options: (A) withdraw the property from sale to the third party, in which case this right of first refusal shall continue in place as to a future sale, or (B) sell the Property to Tenant at the purchase price of the Appraisal Method FMV, provided that Tenant has timely exercised its right to proceed with the exercise of the right to purchase at the purchase price set forth in the Offer Notice, or (C) if Tenant has not timely exercised its right to proceed with the exercise of the right to purchase at the purchase price of the Appraisal Method FMV, Landlord may complete the sale with the offeror named in the Offer Notice, on substantially the terms and conditions set forth in the Offer Notice so long as the purchase price is no less than the Appraisal Method FMV.

The Outside Acceptance Date shall be extended by up to thirty (30) days to allow for the foregoing time frames, if needed to complete the Appraisal Method.

(c) Notices. The notices provided herein shall be sent by certified mail, return receipt requested, by hand delivery, or by commercial overnight delivery service. Notice shall be effective when deposited in the United States mail, postage prepaid as described herein, or when hand delivered. Notice by any other method shall be effective only when actually received. Failure to

timely provide notice shall be deemed a waiver of Tenant's right to elect the Appraisal Method or to accept the Offer Notice (as applicable).

(d) Terms of Contract. Upon (A) timely providing Landlord with Tenant's decision to exercise acceptance of the Offer Notice, or (B) completion of the FMV Appraisal Method and Tenant's timely election to purchase the Property, and Landlord's election not to withdraw the property from sale to the third party, there shall become a binding contract between the Landlord and the Tenant to sell and purchase the Property (hereinafter the "**Contract**"), upon the following terms and conditions:

(i) Purchase Price. Unless the Appraisal Method is chosen by Tenant, the purchase price shall be equal to the purchase price set forth in the Offer Notice. If the Appraisal Method is chosen by Tenant, the purchase price shall be determined in accordance with paragraph (b), above.

(ii) Payment. The total purchase price shall be paid in cash. Tenant shall, within three (3) business days after Tenant has exercised its right to proceed with the exercise of the right to purchase the Property, pay an earnest money deposit (the "**Deposit**"), in the amount of ONE HUNDRED THOUSAND AND NO/100 U.S. DOLLARS ($100,000.00), to an attorney or title company licensed and located in Florida selected by Tenant (the "**Escrow Agent**"). At closing, the Deposit shall be credited for the account of Tenant toward the Purchase Price. If Tenant fails to timely pay the Deposit into escrow with Escrow Agent, Tenant will be deemed to have rejected the Offer to purchase and this Contract shall be terminated as shall Tenants ROFR. If the Escrow Agent is also Tenant's counsel, the Landlord and Tenant hereby agree that in the event of a dispute between them concerning the disposition of the Deposit or any other provision of this Contract, the Escrow Agent shall have the right to continue to represent Tenant with respect to such dispute and Escrow Agent shall not be disqualified from such representation and such representation shall not constitute a conflict of interest.

(iii) Expenses. Documentary stamps which are required to be affixed to the deed shall be paid by the Landlord. The cost of recording the deed shall be paid by the Tenant. Each party shall pay its own attorneys' fees. Landlord shall be responsible for furnishing the deed and the closing statement and selecting the closing agent.

(iv) Risk of Loss. Upon the exercise of the option by Tenant, all risk of loss shall remain with Landlord pursuant to the terms of the Lease.

(v) Evidence of Title. Within fifteen (15) days after the determination of the purchase price in the manner aforesaid, Landlord shall furnish to the Tenant a title insurance commitment issued by a title insurance company to be reasonably approved by the Tenant, providing for marketable title and with only standard exceptions and the Permitted Title Exceptions (defined below). The Landlord shall pay for the title insurance policy and title search fees. If the purchase option granted to Tenant is exercised, Landlord shall convey a marketable title in accordance with the standards adopted from time to time by The Florida Bar, subject only to liens, encumbrances, exceptions or qualifications set forth in this Lease. A title insurance commitment shall mean one issued by a qualified title insurer agreeing to issue to Tenant, upon recording of the deed hereinafter mentioned, an owner's policy of title insurance in the amount of the purchase price insuring title of the Tenant to the Property, subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract and those which shall be discharged by Landlord at or before closing (the same being deemed marketable title). Tenant shall have ten (10) days from date of receiving the title commitment to examine same. If title is defective (to wit, not in

compliance herewith) Tenant shall, within three (3) days thereafter, notify Landlord in writing specifying the defect(s). If said defect(s) render title unmarketable, Landlord shall have up to one hundred twenty (120) days from receipt of notice within which to attempt to remove said defect(s) (and the closing date shall be extended if Landlord elects to take such additional time), and if Landlord is unsuccessful in removing said defect(s) within said time, Tenant shall have the option (to be exercised within ten (10) days after the earlier to occur of (x) the expiration of the aforesaid one hundred twenty (120) day period or (y) receipt of notice that Landlord has exercised diligent effort to correct the defects in title but has not cured some or all of the same) of either (1) accepting the title as it then is and proceeding to closing, or (2) rescinding its offer to purchase the Property and thereupon Tenant and Landlord shall be released of all further obligations to purchase and sell under this paragraph, and this Lease shall continue as described in subparagraph (n) of this paragraph. If Tenant fails to timely rescind its offer as aforesaid, Tenant will be deemed to have elected to accept the title as it then is and proceed to closing. Landlord agrees that it will, if title is found to be unmarketable, use diligent effort to correct the defects in title and survey (as applicable) within the time limit provided therefore. Notwithstanding anything to the contrary contained herein, Landlord shall have no obligation to bring any action or proceeding or otherwise to incur any expense whatsoever to eliminate, modify or cure any of Tenant's objections to the title commitment and/or the survey, with the exception of the payment of voluntary liens (which are subject to cure with a monetary payment), such as mortgages.

(vi) Closing. Within ninety (90) days after the exercise of the ROFR, the parties shall close such transaction by doing all things necessary in order to carry out such closing in good faith. In such closing, conveyance shall be made by special warranty deed. This Lease shall terminate at closing and rent shall be prorated at closing of the sale to Tenant.

(vii) Restrictions, Easements. The Tenant shall take title subject to: (i) zoning and/or restrictions and prohibitions imposed by governmental authority; (ii) those title exceptions and conditions of the Property existing on the date of the Offer which are set forth on **Exhibit F** attached hereto and incorporated herein, and any other matters of record which have been recorded since the Effective Date which do not interfere with Tenant's business to be operated on the Premises and which are not liens or financial encumbrances which would otherwise be satisfied by the seller under the Offer Notice; (iii) taxes for the year of closing, unless the closing occurs in November or December of such year, in which case taxes shall be paid by the Landlord and prorated on the closing statement; (iv) liens, encumbrances, restrictions and/or exceptions caused by reason of Tenant's use or occupancy of the Property and/or by the act or omission of any Tenant Parties; and (v) all matters revealed by the title commitment, survey and any updates thereof which are not duly objected to by Tenant (the "**Permitted Title Exceptions**").

(viii) Survey. If the Tenant desires a survey Tenant shall have the Property surveyed at its expense. If the survey shows any encroachments on the land herein described other than the Permitted Title Exceptions, written notice to that effect shall be given to the Landlord within forty-five (45) days after the exercise of the ROFR, and Landlord shall have the same time to remove such encroachments as this Contract allows to cure defects of title. If the Landlord shall fail to remove said encroachments within said period of time, then Tenant shall have the option of either (1) accepting the title as it then is and proceeding to closing, or (2) rescinding its offer to purchase the Property and thereupon Tenant and Landlord shall be released of all further obligations to purchase and sell under this paragraph, and this Lease shall continue as described in subparagraph (n) of this paragraph. If Tenant fails to timely object to the title insurance commitment or the survey, it shall be conclusively deemed that Tenant has accepted title to the Property in its then-

existing condition, and all exceptions to title shown on the title commitment and/or on the Survey shall be deemed to be "**Permitted Exceptions**".

(ix) Default by Tenant-Buyer. If the Tenant fails to perform any of the covenants of this Contract within the time specified, the Landlord may (i) terminate this Contract and thereupon be entitled to receive the Deposit as liquidated damages (and not as a penalty) and thereupon Tenant and Landlord shall be released of all further obligations to purchase and sell under this paragraph and Landlord may complete the sale with the offeror named in the Offer Notice, on substantially the terms and conditions set forth in the Offer Notice so long as the purchase price is no less than the Appraisal Method FMV, or (ii) proceed in equity to enforce Landlord's rights under this Contract. Landlord shall not have the right to seek damages in connection with such default. Landlord and Tenant have made the above provision for liquidated damages because it would be difficult to calculate on the date hereof the amount of actual damages for such breach, and that these sums represent reasonable compensation to Landlord for such breach. The Lease shall continue as provided in subparagraph (v) of this paragraph.

(x) Default by Landlord-Seller. If the Landlord fails to perform any of the covenants of this Contract, the Tenant may (i) terminate this Contract and thereupon Tenant and Landlord shall be released of all further obligations to purchase and sell under this paragraph, or (ii) seek specific performance of this Contract, provided Tenant institutes an action for specific performance within thirty (30) days following the default by Landlord and the expiration of any cure period (failing which Tenant will be deemed to have exercised its right to terminate this Contract). Tenant shall not have the right to seek damages in connection with such default. The Lease shall continue as provided in subparagraph (v) of this paragraph.

(xi) Notice and Cure. In the event of the default by either party under this Contract, the non-defaulting party shall provide written notice of such default to the defaulting party and the defaulting party shall have five (5) business days after receipt of the notice to cure such default (except there shall be two (2) business days cure period after written notice with respect to a failure to close).

(xii) Attorneys' Fees and Costs. In the event of any litigation, including appellate proceedings, arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

(xiii) Prorations. Taxes, rents, and interest shall be prorated as of the date of delivery of deed unless otherwise specified. If the amount of taxes for the current year cannot be ascertained, rates, millages and assessed valuations for the previous year, with known changes, shall be used, due allowance being made for any exemptions if allowed. Tax prorations based on an estimate may be readjusted subsequently where so agreed in the closing statement.

(xiv) Lease. Notwithstanding anything to the contrary contained herein, in the event Landlord is unable to deliver title to the Property as required, there is a default by Landlord or Tenant and this Contract is terminated or the property is sold to a third party in accordance with this Lease, then Tenant shall continue to lease the Property for the remaining Term of this Lease on the same terms as those set forth in this Lease.

(e) Continuation of Right of First Refusal to Purchase. This right of first refusal to purchase shall continue during any exercised Renewal Term. This right of first refusal to purchase shall automatically terminate, without any action by either party: (i) upon the occurrence of an

Event of Default by Tenant which is not cured after receiving notice of such default and the expiration of all applicable cure periods; (ii) upon an uncured default by Tenant under this Contract; and (iii) if Tenant rejects (or is deemed to have rejected) an Offer to purchase, and the Property that is subject to this agreement is transferred on substantially the terms and conditions set forth in the Offer Notice. Notwithstanding the automatic termination of the right of first refusal, Tenant shall, within five (5) business days after Landlord's delivery of a document evidencing the termination of the ROFR (which document may, at Landlord's election, be in recordable form) execute (before a notary) such document and return the same to Landlord.

Section 18.2.Rejection of Offer. If Tenant rejects (or is deemed to have rejected) an Offer to purchase, and the Property that is subject to this agreement is not transferred on substantially the terms and conditions set forth in the Offer Notice, the Property shall again become subject to this right of first refusal to purchase.

ARTICLE XIX.MISCELLANEOUS PROVISIONS

Section 19.1. Governing Law; Venue. This Lease shall be governed by the laws of the State of Florida. Venue for any action under this Lease shall lie in the appropriate state court located in Brevard County, Florida.

Section 19.2. Complete Agreement. If any provision of this Lease shall be held to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect. This Lease represents the entire agreement between Landlord and Tenant covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties. No change or addition shall be made to this Lease except by a written agreement executed by Landlord and Tenant.

Section 19.3. Time of Essence. Time is of the essence in the performance of this Lease by Landlord and Tenant.

Section 19.4. Quiet Enjoyment. Upon Tenant's paying Rent and all other charges due hereunder, and observing and performing all terms, covenants, conditions and provisions on its part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises.

Section 19.5. Interpretation. The captions or headings to the various articles and sections hereof are inserted only as a matter of convenience and for reference, and in no way define, limit, construe or describe the scope hereof or the intent of any provision hereof. When applicable, use of the singular form of any word shall also mean and apply to the plural, and the neuter form shall mean and apply to the masculine or feminine. Landlord and Tenant hereby acknowledge and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of this Lease, or any portions hereof, or any amendments hereto. This Lease shall not be recorded. All Exhibits referenced in this Lease are attached hereto and incorporated herein by reference.

Section 19.6. Successors and Assigns. Except as herein limited, this Lease shall be binding upon and inure to the benefit of the parties, and their respective legal representatives, successors and assigns.

Section 19.7. Authority. The parties represent and warrant to each other that: (i) the person executing this Lease on their behalf has been authorized to execute and deliver this Lease by the entity for which he or she is signing; and (ii) this Lease is the valid and binding agreement of such entity, enforceable in accordance with its terms.

Section 19.8. Counterparts; Electronic Signatures. This Lease may be executed in separate counterparts, each of which when so executed shall be an original, but all of which together shall constitute but one and the same instrument. All prior representations, undertakings, and agreements by or between the parties hereto with respect to the subject matter of this Lease are merged into, and expressed in, this Lease, and any and all prior representations, undertakings, and agreements by and between such parties with respect thereto hereby are canceled. Electronic signatures (including PDF signature) on this Lease and any amendment thereto shall be considered original signatures for all purposes.

Section 19.9. Force Majeure. Notwithstanding anything to the contrary set forth herein, if Landlord is delayed in, or prevented from observing or performing any of its obligations hereunder as the result of: (i) an act or omission of Tenant; or (ii) any other cause that is not within the control of Landlord (including, without limitation, inclement weather, the unavailability of materials, equipment, services or labor, and utility or energy shortages or acts or omissions of public utility providers, pandemics, or government mandates); then: (i) such observation or performance shall be excused for the period of the delay; and (ii) any deadlines for observation or performance shall be extended for the same period. Notwithstanding anything to the contrary set forth herein, if Tenant is delayed in, or prevented from observing or performing any of its obligations hereunder. with the exception of financial obligations, as the result of: (i) an act or omission of Landlord; or (ii) any other cause that is not within the control of Tenant (including, without limitation, inclement weather, the unavailability of materials, equipment, services or labor, and utility or energy shortages or acts or omissions of public utility providers, pandemics, or government mandates); then: (i) such observation or performance shall be excused for the period of the delay; and (ii) any deadlines for observation or performance shall be extended for the same period.

Section 19.10. Signage. The parties acknowledge that Tenant shall have the exclusive right to the following signage on the Premises, all subject to applicable governmental laws and requirements: signage on the Building, on the monument sign and any other signage permitted under applicable law. Tenant shall be responsible for maintaining the signage on the Premises.

Section 19.11. Attorney's Fees. If there is any legal action or proceeding between Landlord and Tenant arising from or based on this Lease, the unsuccessful party to such action or proceeding shall pay to the prevailing party, all costs and expenses, including reasonable attorneys' fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in conjunction therewith. For purposes of this Section 19.11, the term "**prevailing party**" shall include, but not be limited to, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, settlement or judgment.

Section 19.12. Security. Tenant acknowledges that Landlord shall not be providing building security under this Lease. If Tenant elects to install a security alarm system, Tenant shall pay for the costs to install, use and maintain such security alarm system in the Premises. Tenant shall also be responsible for unlocking and locking its Premises. Provided Tenant is not in default under this Lease, Tenant shall have access to the Premises on a 24-hour basis.

Section 19.13. Real Estate Brokers. The parties each represent and warrant to each other that it has not dealt with any real estate broker in connection with this Lease. Each party agrees to indemnify and hold the other party harmless against and from all liabilities, claims, losses, costs, damages and expenses, including attorneys' fees, arising out of, resulting from, or in connection with the breach of the foregoing covenant, warranty and representation.

Section 19.14. RADON NOTICE. 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 DEPARTMENT.

Section 19.15. Regulatory Matters.

(a) Landlord and Tenant enter into this Lease with the intent of conducting their relationship and implementing the agreements contained herein in full compliance with applicable federal, state and local law, including without limitation, the Medicare/Medicaid Anti-Kickback statute (the "**Anti-Kickback Law**") and Section 1877 of the Social Security Act (the "**Stark Law**"), as amended. Notwithstanding any unanticipated effect of any of the provisions of this Lease, neither party will intentionally conduct itself under the terms of this Lease in a manner that would constitute a violation of the Anti-Kickback Law or the Stark Law. Without limiting the generality of the foregoing, Landlord and Tenant expressly agree that nothing contained in this Lease shall require either party to refer any patients to the other, or to any affiliate or subsidiary of the other. No payment is based upon or measured by the value or volume of referrals or other business generated between the parties. The parties hereby agree that the Rent set forth herein is consistent with fair market value rentals in the surrounding area. The Rent has been determined as a result of arm's length negotiations, and has not been determined in any manner that takes into account the volume or value of any referrals or business generated for which payment may be made under Medicare, Medicaid or otherwise.

(b) If any legislation, regulation or government policy is passed or adopted, the effect of which would cause either party to be in violation of any laws, including, without limitation, those set forth in this section, due to the existence of any provision of this Lease, or if, regardless of whether any law has changed, it is determined that any provision of this Lease causes either party to be in violation of any such law, then Landlord and Tenant agree to negotiate in good faith for a period of ninety (90) days to modify the terms of this Lease to comply with applicable law, maintaining, however, the terms and intent of this Lease to the greatest extent possible within the requirements of such law. Should the parties hereto fail to agree upon modified terms to this Lease within this time, then the parties shall submit the matter to be resolved through binding arbitration, with a single arbitrator (the "**Arbitrator**") presiding. The arbitration shall be administered by the American Arbitration Association ("**AAA**") and shall be held in Brevard County, Florida. Such Arbitrator must be "neutral." A "**neutral**" arbitrator shall be a Person who would not be subject to disqualification under Rule R 17 of the AAA Commercial Rules. If the parties cannot reach agreement on the selection of a single arbitrator within a twenty (20) day period, the AAA shall have the right to make such selection upon the request of any party to the arbitration proceeding. Such arbitrator shall be a Florida licensed attorney board certified in Health Law. The rules of arbitration shall be the Commercial Arbitration Rules of the AAA, as modified by any other instructions that the parties hereto may agree upon at the time, provided that the discovery rules under the Florida Rules of Civil Procedure shall govern discovery in the arbitration. To the extent legally permissible, the Arbitrator shall provide Landlord and Tenant with language that modifies the terms of this Lease to comply with applicable law, maintaining, however, the terms and intent of this Lease to the greatest extent possible within the requirements of such law and Landlord and Tenant shall, within ten (10) business days after receiving such language, enter into an amendment of this Lease adopting such modification. The decision of the arbitrator shall be final and binding upon the parties. The cost of the arbitrator will be split equally between Landlord and Tenant.

(c) Landlord acknowledges and agrees that Tenant's Permitted Use at the Premises may be subject to various laws and regulations and require various permits or licenses from

different governmental authorities, and Landlord agrees to reasonably cooperate with Tenant, at no cost to Landlord, in connection with any such compliance.

(d) Landlord acknowledges that Tenant is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 and related regulations ("**HIPAA**"), and that HIPAA requires Tenant to ensure the safety and confidentiality of patient medical records. Landlord further acknowledges that, in order for Tenant to comply with HIPAA, Tenant must restrict access to the portions of the Premises where patient medical records are kept or stored. Landlord hereby agrees that, notwithstanding the rights granted to Landlord pursuant to Section 9 of **Exhibit C** of this Lease, except for an emergency entry into the Premises taken pursuant to Section 9 of **Exhibit C** to this Lease or when accompanied by an authorized representative of Tenant, neither Landlord nor its employees, agents, representatives or contractors shall be permitted to enter those areas of the Premises designated by Tenant as locations where patient medical records are kept or stored.

Section 19.16. Limitation on Special Damages. In no event shall either party be liable to the other party for consequential, punitive or special damages of any kind.

Section 19.17. Memorandum of Lease. Upon the execution of the Lease the parties agree to execute a Memorandum of Lease in the form attached hereto as **Exhibit E** (the "**Memorandum of Lease**"). The Memorandum of Lease will be promptly recorded in the Public Records of Brevard County, Florida, and Tenant agrees to pay the cost or recording the Memorandum of Lease.

Section 19.18. Compliance with Florida Statutes Section 787.06(13). Landlord represents and warrants to Tenant that Landlord does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. If requested by Tenant, Landlord agrees to have an officer of Landlord sign an affidavit in compliance with such statute.

Section 19.19. Intentionally Omitted.

Section 19.20. OFAC. Tenant represents and warrants that (a) Tenant, (b) all persons and entities owning (directly or indirectly) an ownership interest in Tenant, and (c) all entities owned (directly or indirectly) by Tenant: (i) are not, and shall not become, persons or entities with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; (ii) are not knowingly engaged in, and shall not engage in, any dealings or transactions or be otherwise associated with such persons or entities described in (i) above; and (iii) are not, and shall not be, otherwise in violation, and shall not engage in dealings reasonably likely to violate, any anti-terrorism law or the regulations or orders thereunder. Tenant agrees upon Landlord's request to reaffirm in writing the representation made by Tenant in this Section. If Tenant breaches any representation or covenant set forth in this Section, or (a) Tenant, (b) any person or entity owning (directly or indirectly) an ownership interest in Tenant, or (c) any entity in which Tenant (directly or indirectly) owns an ownership interest, hereafter becomes a Prohibited Person (as defined in any of the foregoing), then in any such event, if such breach is not promptly cured, same shall constitute an Event of Default under this Lease, entitling Landlord to any and all remedies under this Lease or at law or in equity (including the right to terminate this Lease).

Landlord represents and warrants that (a) Landlord, (b) all persons and entities owning (directly or indirectly) an ownership interest in Landlord, and (c) all entities owned (directly or indirectly) by Landlord: (i) are not, and shall not become, persons or entities with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; (ii) are not knowingly engaged in, and shall not engage in, any dealings or transactions or be otherwise associated with such persons or entities described in (i) above; and (iii) are not, and shall not be, otherwise in violation, and shall not engage in dealings reasonably likely to violate, any anti-terrorism law or the regulations or orders thereunder. Landlord agrees upon Tenant's request to reaffirm in writing the representation made by Landlord in this Section. If Landlord breaches any representation or covenant set forth in this Section, or (a) Landlord, (b) any person or entity owning (directly or indirectly) an ownership interest in Landlord, or (c) any entity in which Landlord (directly or indirectly) owns an ownership interest, hereafter becomes a Prohibited Person (as defined in any of the foregoing), then in any such event, if such breach is not promptly cured, same shall constitute an Event of Default under this Lease, entitling Tenant to any and all remedies under this Lease or at law or in equity (including the right to terminate this Lease).

Section 19.21.Landlord Transfer. Upon a transfer of title to the Premises, the transferor shall be relieved of all covenants and obligations of Landlord hereunder arising from and after the date of such transfer, and Tenant shall look solely to the successor in interest of the transferor as Landlord hereunder which arise on and after the date of such transfer. Tenant agrees to attorn to the transferee or assignee, such attornment to be self-operative.

Section 19.22.Limitation of Liability. In no event shall Landlord be liable to Tenant for any failure of other tenants in the Premises to operate their businesses, or for any loss or damage that may be caused by the acts or omissions of other tenants. Notwithstanding anything to the contrary contained herein, neither Landlord, nor any member or general or limited partner in or of Landlord, whether direct or indirect, nor any direct or indirect partners in such partners, nor any disclosed or undisclosed officers, shareholders, principals, directors, managers, managing members, members, employees, partners, servants, or agents of Landlord, or any of the foregoing, nor any investment adviser or other holder of any equity interest in Landlord, their successors, assigns, agents, or any mortgagee in possession (collectively, "**Landlord Parties**") shall have any personal liability with respect to any provisions of this Lease and, if Landlord is in breach with respect to its obligations, and if as a consequence of such breach Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Premises and out of rents or other income from such property receivable by Landlord, or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Premises. In no event shall Landlord or any Landlord Parties be liable to Tenant for any lost profit, damage to or loss of business or any form of special, indirect, punitive or consequential damages.

Section 19.23.Permitted Title Exceptions. Tenant understands and agrees that, notwithstanding anything to the contrary contained in this Lease, the Premises are subject to the Permitted Title Exceptions. Tenant agrees to abide by the terms, provisions, covenants, agreements, restrictions, requirements and conditions contained Permitted Title Exceptions.

Section 19.24.No Partnership. Nothing contained herein shall create any relationship between the parties hereto other than that of Landlord and Tenant, and Landlord shall not be deemed to be a partner or a joint venturer of Tenant in the conduct of its business.

Section 19.25. Miscellaneous.

(a) Landlord and Tenant each acknowledge that each has been represented by independent counsel and each has executed this Lease after being fully advised by said counsel as to its effect and significance.

(b) Although the printed provisions of this Lease were drafted by Landlord and Tenant, the parties hereto agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of either Landlord or Tenant.

(c) The parties agree that any deletion of language from this Lease prior to its mutual execution by Landlord and Tenant shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, observe or opposite of the deleted language.

(d) Notwithstanding anything to the contrary contained in this Lease: (i) all indemnity and defense obligations, obligations to pay money (including, without limitation, Rent), and audit or review rights; and (ii) all provisions of this Lease which from their sense and context are intended to survive the expiration of the Term or sooner termination of this Lease shall survive such expiration or sooner termination (including, without limitation, any repossession and/or re-letting of the Premises) and continue to be binding upon the applicable party, whether or not so expressed.

(e) The recitals to this Lease are true and correct, and are incorporated herein by this reference.

(f) The exhibits (*i.e.*, exhibits, attachments and schedules) referred to in, and attached to, this Lease are hereby incorporated in full by reference.

(g) The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various paragraphs and shall in no event be considered in construing or interpreting any provision in this Lease.

(h) Any reference in this Lease to a "business day" shall include each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which national banks in Brevard County, Florida are closed.

(i) All references to "dollars" or "$" shall mean United States dollars. All references to the "terms" of this Lease or a portion thereof shall be deemed to be a reference to the terms, provisions, covenants, agreements, restrictions, requirements and conditions thereof.

(j) Notwithstanding the fact that certain references elsewhere in this Lease to acts required to be performed by a party hereunder omit to state that such acts shall be performed at such party's sole cost and expense, each and every act to be performed or obligation to be fulfilled by a party pursuant to this Lease shall be performed or fulfilled at such party's sole cost and expense, unless this Lease expressly provides otherwise.

Section 19.26.Accord and Satisfaction. Payment by any party, or receipt or acceptance by a receiving party, of any payment due hereunder in an amount less than the amount required to be paid hereunder shall not be deemed an accord and satisfaction, or a waiver by the receiving party of its right to receive and recover the full amount of such payment due hereunder, notwithstanding any statement to the contrary on any check or payment or on any letter accompanying such check or payment. The receiving party may accept such check or payment without prejudice to the receiving party's right to recover the balance of such payment due hereunder or to pursue any other legal or equitable remedy provided in this Lease.

Section 19.27.No Third-Party Beneficiaries. Nothing in this Lease is intended or shall be deemed to confer any rights or benefits upon any person or entity other than the parties hereto or to make or render any such other person or entity a third-party beneficiary of this Lease.

[Signatures follow next.]

IN WITNESS WHEREOF, the parties have executed this Lease effective as of the Effective Date.

LANDLORD:

SAMSARA PROPERTY, LLC, a Florida limited liability company

By: _____
Phillip Pidgeon, Manager

Dated: _____, 2025

TENANT:

NORTH BREVARD COUNTY HOSPITAL DISTRICT, d/b/a PARRISH MEDICAL CENTER, a political subdivision of the State of Florida

By: _____
George Mikitarian, President/CEO

Dated: _____, 2025

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

PARCEL 1:

The West 260 feet of the East 280 feet of the Southeast 1/4, lying South of U.S. Highway No. 1 and North of the Plat of E.H. RICES ADDITION TO TITUSVILLE, recorded in Plat Book 1, Page 6, Section 33, Township 21 South, Range 35 East, Brevard County, Florida. LESS AND EXCEPT the South 215 feet.

AND

The South 215 feet of the North 334.58 feet of the West 260 feet of the East 280 feet of the Southeast 1/4 of the Southeast 1/4 of Section 33, Township 21 South, Range 35 East, Brevard County, Florida.

AND

PARCEL 2:

Lots 13 and 14, Block 1, BRYAN-HELLER ESTATES, according to the plat thereof, as recorded in Plat Book 10, Page 89, of the Public Records of Brevard County, Florida.

EXHIBIT A-1 - SURVEY OF THE PREMISES

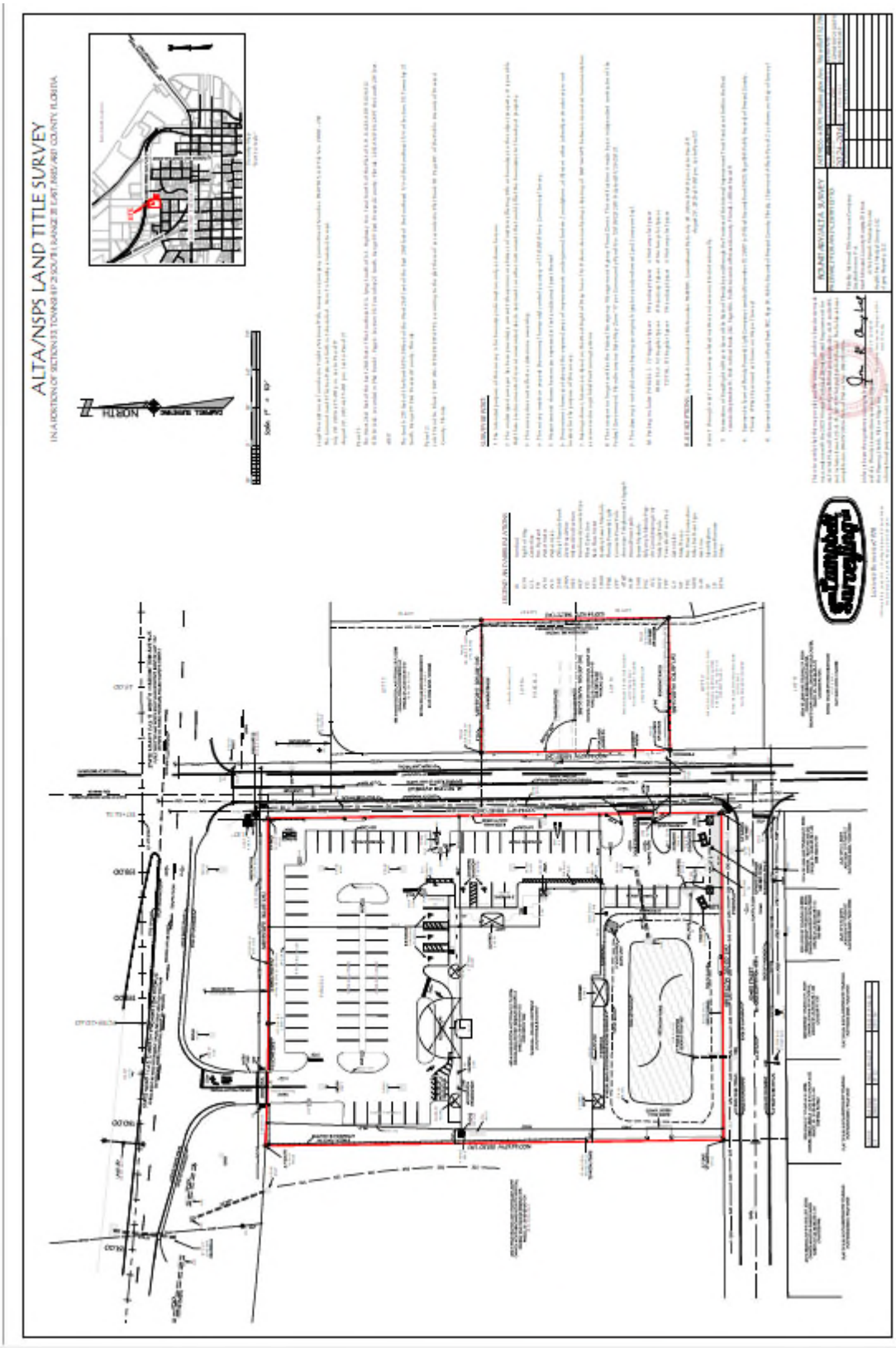
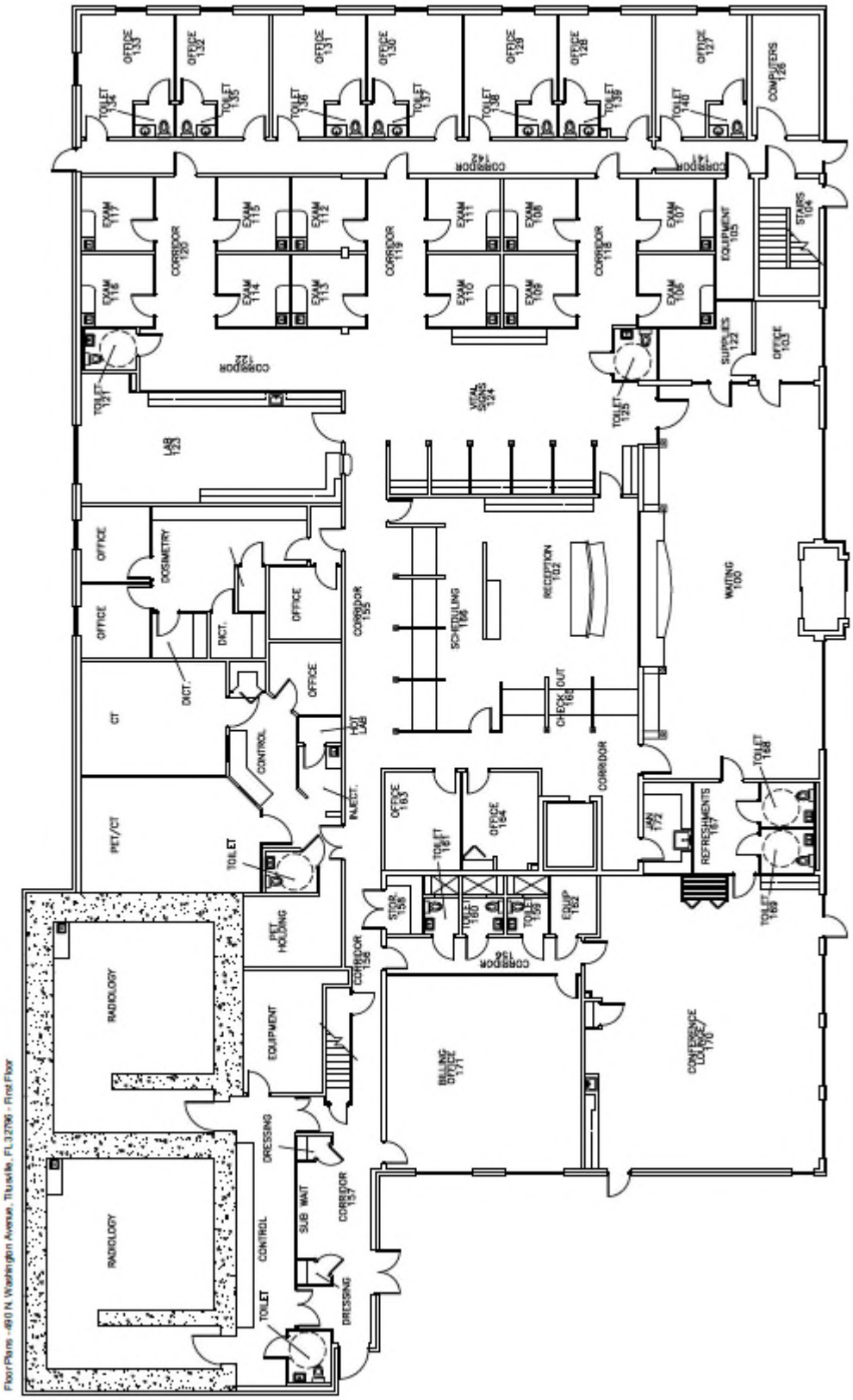


EXHIBIT A-2 - FLOOR PLAN OF THE PREMISES



[DOES NOT SHOW SECOND FLOOR SUBLEASE SPACE]

Second Floor

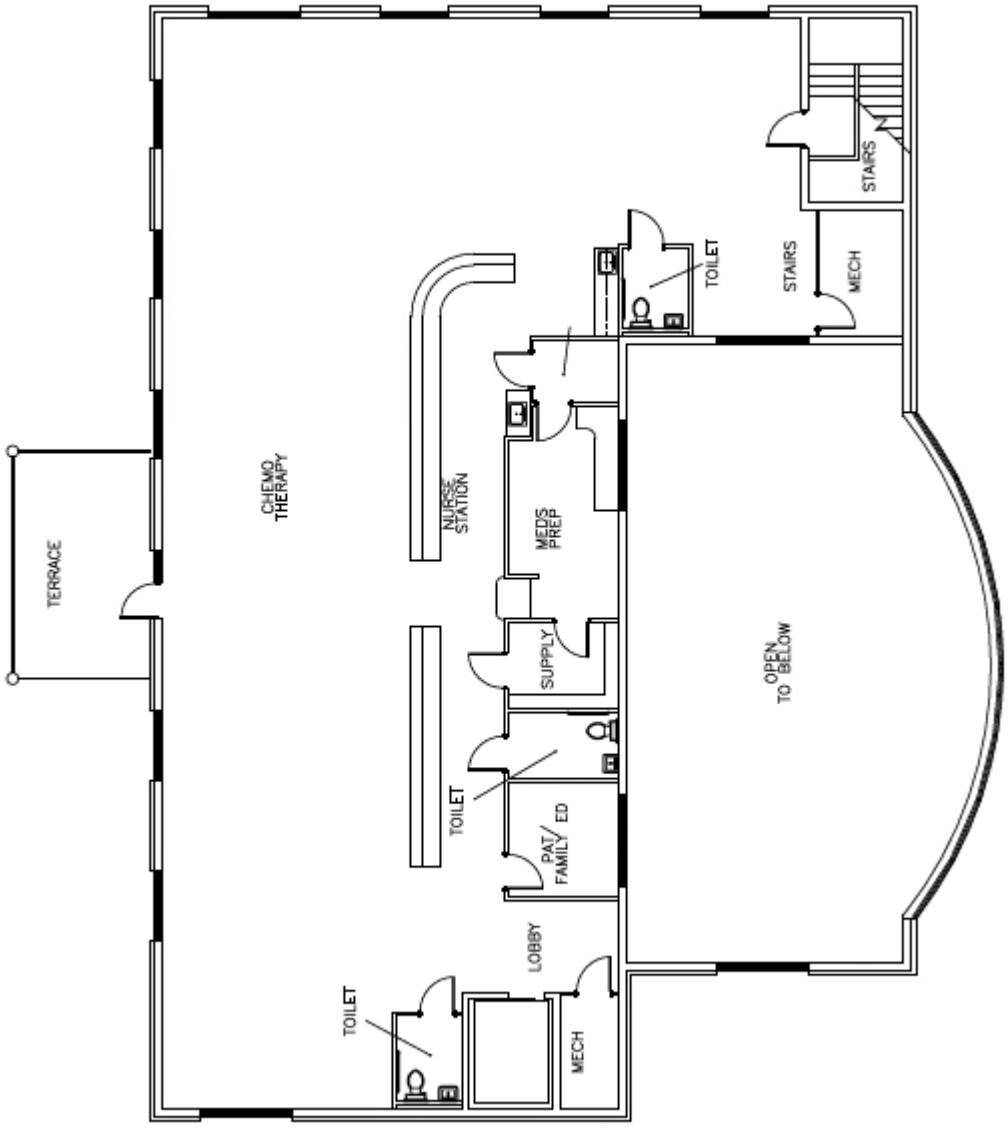


EXHIBIT B

RENT SCHEDULE

Lease Period		Premises Square Footage	Annual Base Rent Rate	Annual Base Rent Rate Increase	Annual Base Rent	Monthly Base Rent Installment
From:	To:					
8/8/2025	8/31/2025	23,870.02	$43.00		$66,220.08	$66,220.08
9/1/2025	8/31/2026	23,870.02	$43.00		$1,026,410.88	$85,534.24
9/1/2026	8/31/2027	23,870.02	$44.29	3.00%	$1,057,203.24	$88,100.27
9/1/2027	8/31/2028	23,870.02	$45.62	3.00%	$1,088,950.32	$90,745.86
9/1/2028	8/31/2029	23,870.02	$46.99	3.00%	$1,121,652.24	$93,471.02
9/1/2029	8/31/2030	23,870.02	$48.40	3.00%	$1,155,309.00	$96,275.75
9/1/2030	8/31/2031	23,870.02	$49.85	3.00%	$1,189,920.48	$99,160.04
9/1/2031	8/31/2032	23,870.02	$51.35	3.00%	$1,225,725.48	$102,143.79
9/1/2032	8/31/2033	23,870.02	$52.89	3.00%	$1,262,485.32	$105,207.11
9/1/2033	8/31/2034	23,870.02	$54.48	3.00%	$1,300,438.68	$108,369.89
9/1/2034	8/31/2035	23,870.02	$56.11	3.00%	$1,339,346.88	$111,612.24
9/1/2035	8/31/2036	23,870.02	$57.79	3.00%	$1,379,448.48	$114,954.04
9/1/2036	8/31/2037	23,870.02	$59.52	3.00%	$1,420,743.60	$118,395.30
9/1/2037	8/31/2038	23,870.02	$61.31	3.00%	$1,463,470.92	$121,955.91
9/1/2038	8/31/2039	23,870.02	$63.15	3.00%	$1,507,391.76	$125,615.98
9/1/2039	8/31/2040	23,870.02	$65.04	3.00%	$1,552,506.12	$129,375.51
9/1/2040	8/31/2041	23,870.02	$66.99	3.00%	$1,599,052.68	$133,254.39
9/1/2041	8/31/2042	23,870.02	$69.00	3.00%	$1,647,031.44	$137,252.62
9/1/2042	8/31/2043	23,870.02	$71.07	3.00%	$1,696,442.28	$141,370.19
9/1/2043	8/31/2044	23,870.02	$73.20	3.00%	$1,747,285.44	$145,607.12
9/1/2044	8/31/2045	23,870.02	$75.40	3.00%	$1,799,799.48	$149,983.29

EXHIBIT C

RULES AND REGULATIONS

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors, or halls, shall not be obstructed or encumbered by any Tenant or used for any purpose other than ingress and egress to and from the Premises.

2. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the Tenant who, or whose servants, employees, agents, visitors or licensees, shall have caused the same.

3. No bicycle or other vehicle, and no dog or other animal (except ADA permitted service animals) shall be allowed in offices, halls, corridors, or elsewhere in the Building.

4. Tenant shall not cause or permit unusual or objectionable odor to be produced upon or permeate from the Premises. Tenant shall not disturb any occupants of this or neighboring buildings or premises by the use of any musical instruments, radio, television, loudspeaker, or by any disturbing noise in violation of code requirements.

5. All loading, unloading, receiving or delivery of goods, supplies or disposal of garbage or refuse shall be made only through entry ways provided for such purposes and indicated by Landlord.

6. Tenant shall be responsible for any damage to the Building or the property of its tenants or others and injuries sustained by any person whomsoever resulting from the use or moving of articles in or out of the Premises, and shall make all repairs and improvements required by Landlord or governmental authorities in connection with the use or moving of such articles.

7. Canvassing, soliciting, and peddling in the Building is prohibited and each Tenant shall cooperate to prevent the same.

8. Where the word “Tenant” occurs, it is understood and agreed that it shall mean Tenant’s associates, agents, clerks, employees and visitors. Wherever the word “Landlord” occurs, it is understood that it shall mean Landlord’s assigns, agents, clerks, employees, and visitors.

9. Landlord shall have the right, upon 48 hours’ notice except in the event of an emergency, when no notice will be required, to enter upon the Premises during normal business hours for the purpose of inspecting the same, showing the same to prospective purchasers, appraisers, lenders, or tenants, and making such alterations, repairs, improvements, or additions to the Premises as Landlord may reasonably deem necessary. All such activities of Landlord shall be without abatement of Rent or liability to Tenant, except as otherwise provided in the Lease.

10. Tenant shall not permit any person in its employ or otherwise to smoke or use tobacco, marijuana or other similar products in the Building or Common Areas at any time.

EXHIBIT D

FORM OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

PREPARED BY AND RETURN TO:
Jay Wettach, ESQUIRE
ZIMMERMAN, KISER
& SUTCLIFFE, P.A.
Post Office Box 3000
Orlando, Florida 32802

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (hereinafter referred to as the "**Agreement**"), made and entered into this ____ day of August, 2025, by and among SAMSARA PROPERTY, LLC (hereinafter referred to as the "**Owner**"), SOUTHSTATE BANK, N.A., a national association (hereinafter referred to as the "**Lender**") and NORTH BREVARD COUNTY HOSPITAL DISTRICT, d/b/a PARRISH MEDICAL CENTER (hereinafter referred to as the "**Tenant**").

R E C I T A L S:

A. The Owner owns all right, title and interest in that certain real property being, lying and situate in Brevard County, Florida, and more particularly described as set forth on **Exhibit "A"** attached hereto and by this reference made a part hereof as (the "**Property**"); and

B. Tenant is the owner and holder of a lease made by the Owner to the Tenant dated the ____ day of August, 2025 (the "**Lease**"), whereby the Tenant has agreed to lease the Property described on **Exhibit "A"** (the "**Leased Premises**") which is all of the Property; and

C. A mortgage and security agreement has or will be given by the Owner to the Lender (the "**Mortgage**") for the purpose of securing a loan by Lender to Owner, which Mortgage is secured, in part, by the Property; and

D. It is the desire and intention of the parties hereto to subordinate the operation of the Lease for the full term thereof to the lien and operation of the Mortgage, so that the Mortgage shall and will become a lien upon the Leased Premises and the Lease will be unconditionally subordinated thereto in every manner whatsoever, on the terms and conditions described herein.

NOW, THEREFORE, the parties hereto intending to be legally bound hereby, for and in consideration of the mutual covenants contained herein, the sum of Ten and No/100 Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Recitals. All of the above Recitals are hereby incorporated herein by reference and are made a part hereof.

2. Subordination. The Lease, together with all rights, options, liens and charges created thereby, is and shall be junior, inferior, subject and unconditionally subordinate in each and every respect to the lien, operation and effect of the Mortgage (and all other documents executed in conjunction with the loan transaction evidenced thereby) and to any and all advancements made thereunder and to any renewals, modifications, consolidations, replacements, additional advances, future advances and extensions thereof.

3. Non-Disturbance. The Lender does hereby agree with the Tenant that, so long as the Tenant complies with the terms, conditions and covenants of the Lease and performs its obligations under the Lease, (a) the Lender will take no action which will interfere with or disturb the Tenant's possession or lawful use of the Leased Premises or other rights under the Lease, and (b) in the

event the Lender becomes the owner of the Property by foreclosure, conveyance in lieu of foreclosure or otherwise, the Property shall be subject to the Lease and the Lender shall recognize the Tenant as a tenant on the Property for the remainder of the term (and any renewal terms) of the Lease in accordance with the provisions thereof; provided, however, that the Lender shall not be liable for any act or omission of any prior landlord, or subject to any offsets or defenses which the Tenant might have against any prior landlord, nor shall the Lender be bound by any rent or additional rent which the Tenant might have paid for more than the current month and one additional month to any prior landlord nor shall it be bound by any amendment or modification of the Lease made without its written consent.

4. Attornment. The Tenant does hereby agree with the Lender that, in the event the Lender becomes the owner of the Property by foreclosure, conveyance in lieu of foreclosure or otherwise, then the Tenant shall attorn to and recognize the Lender (its designees, assigns, or successor owner of the Property) as the landlord under the Lease for the remainder of the term thereof, and the Tenant shall perform and observe its obligations thereunder, subject only to the terms and conditions of said Lease. The Tenant further covenants and agrees to execute and deliver upon request of the Lender, or its successors or assigns, an appropriate agreement of attornment to any subsequent title holder of the Property.

5. Notices Under Lease. So long as the Mortgage remains outstanding and unsatisfied, the Tenant shall deliver to the Lender, at the address and in the manner hereinbelow provided, a copy of all default notices permitted or required to be given to the landlord by the Tenant under and pursuant to the terms and provisions of the Lease. At any time before the rights of the landlord shall have been forfeited or adversely affected because of any default of the landlord, or within the time permitted the landlord for curing any default under the Lease as therein provided, the Lender may, but shall have no obligation to, pay any taxes and assessments, make any repairs and improvements, make any deposits or do any other act or thing required of the landlord by the terms of the Lease; and all payments so made and all things so done and performed by the Lender shall be as effective to prevent the rights of the landlord from being forfeited or adversely affected because of any default under the Lease as the same would have been if done and performed by the landlord.

6. Assignment of Lease. The Tenant acknowledges that the Owner may execute and deliver to the Lender an assignment of the Lease and any guaranty thereof as security for the loan which the Mortgage secures, and the Tenant hereby expressly consents to any such assignment and agrees to pay any rents under the Lease directly to Lender upon Lender's Notice to Tenant to make payments directly to Lender or at the direction of Lender. The Owner hereby authorizes and directs the Tenant (upon written direction to Tenant by the Lender) to pay the above sums directly to the Lender, or at the direction of Lender and agrees to hold Tenant harmless for any monies so paid directly to or at the direction of the Lender. Tenant agrees that neither Lender's demanding or receiving any such payments, nor Lender exercising any other right, remedy, privilege, power, or immunity granted by the Mortgage (or other documents executed in conjunction therewith), will operate to impose any liability upon Lender or performance of any obligation of Owner under the Lease unless and until Lender elects otherwise in writing and for only such period (after such election by the Lender) as Lender is in possession.

7. Estoppel. The Owner and the Tenant hereby certify to the Lender that the Lease is in full force and effect; that the Lease and any modifications and amendments specified herein or therein are a complete statement of the agreement between the Owner and the Tenant with respect to the leasing of the Premises, and the Lease has not been modified or amended except as specified herein; that to the knowledge of the Owner and the Tenant, no party to the Lease is in default thereunder; that no rent under the Lease has been paid more than one (1) month in advance of its due date; that the Tenant, as of this date, has no charge, lien or claim of offset under the Lease, or otherwise, against the rents or other charges due or to become due thereunder; the Tenant's interest in the Lease has not been conveyed, assigned, hypothecated or mortgaged and Tenant is not involved in any bankruptcy, reorganization arrangement or insolvency proceedings.

8. Notices. Any and all notices, elections or demands permitted or required to be made under this Agreement shall be in writing, signed by the party giving such notice, election or demand and will be deemed delivered or made upon the earlier of actual receipt if sent by overnight courier or hand delivered or three (3) days after same is mailed by registered or certified mail, return receipt requested, with sufficient postage affixed, and addressed to the parties as follows:

Lender is: **«LENDERSNAME»**
«LENDERSTREETADDRESS»
«LENDERCITYSTATEZIPCODE»

Owner is: Samsara Property, LLC
Attention: Phillip Pidgeon
455 ALT 19 South
Palm Harbor, Florida 34683

Tenant is: North Brevard County Hospital District, d/b/a Parrish Medical Center
Attention: President
951 Washington Ave.
Titusville, Florida 32796

Such addresses may be changed by notice pursuant to this paragraph; but notice of change of address is effective only upon receipt. Each party jointly and severally agrees that it will furnish the other parties with copies of all notices relating to the Lease.

9. Binding Effect. This Agreement shall be binding upon all the parties hereto, their heirs, successors and assigns and all of those holding title under any of them, and the pronouns herein shall include, where appropriate, either gender or both, singular and plural.

10. Non-Waiver. No indulgence, waiver, election or non-election by the Lender under the Mortgage or any other loan documents associated with the Mortgage shall affect this Agreement.

11. Modification of Agreement. The parties hereby agree that this document contains the entire agreement between the parties, and this Agreement shall not be modified, changed, altered or amended in any way except through written amendments signed by all of the parties hereto

12. Governing Law; Venue. It is agreed that the laws of the State of Florida shall govern the construction and interpretation of this Agreement and the rights and obligations set forth herein. Venue shall be in the appropriate court located in Brevard County, Florida.

13. Attorneys' Fees. In the event of any legal or equitable action, including any appeals or bankruptcy proceedings, which may arise hereunder between or among the parties hereto, the prevailing party shall be entitled to recover its costs and its reasonable attorneys' fees and paralegals' fees.

14. Severance. The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof.

15. Exculpation. In the event the Lender or any affiliate of the Lender (for purposes of this paragraph the term "**Lender**" shall include any corporation or partnership owned or controlled by the Lender) acquires title to the Leased Premises and succeeds to the interest of Owner under the Lease, then, anything in the Lease to the contrary notwithstanding, Lender shall have no personal liability for any damages resulting from landlord's prior default under the terms of this Lease which arose prior to the date Lender acquired title to the Leased Premises, and Tenant agrees that it shall look solely to the estate and interest of the Lender in the Leased Premises for the collection of any judgment (or other judicial process) requiring the payment of money by Lender in the event of any default or breach by Lender with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Lender, and no other assets of the Lender shall be subject to levy, execution or other procedures for the satisfaction of Tenant's remedies.

16. Prevailing Clause. The Tenant agrees that any and all right of first refusal or rights to purchase, if any, to purchase any portion or all of the Property granted to it under the Lease is and are in all manner and respect unconditionally subordinate and inferior to the Mortgage and other Loan Documents in favor of Lender, but Lender agrees to recognize and adhere to all terms of the Lease, including but not limited to, Tenant's rights to purchase the Property pursuant to a right of first refusal.

17. Counterparts. This Agreement may be executed in one or more duplicate counterparts, and by the exchange of signature pages via facsimile transmission or electronic signature and e-mail transmission, and each such counterpart, whether containing originals or facsimiles, or electronic signatures of the parties' signatures, shall, upon the execution thereof by all parties hereto, be deemed to be an original, but all of which, taken together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS NEXT.]

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be duly executed as of the day and year, first above written.

"**TENANT**"

NORTH BREVARD COUNTY HOSPITAL DISTRICT, d/b/a PARRISH MEDICAL CENTER, a political subdivision of the State of Florida

By: _____
Name: _____
Title: _____
Dated: _____, 2025

"**OWNER**"

SAMSARA PROPERTY, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____
Dated: _____, 2025

"LENDER"

SOUTHSTATE BANK, N.A.
a national association

By: _____
CRAIG POLEJES
Senior Vice President

EXHIBIT A
Legal Description of Property

PARCEL 1:

The West 260 feet of the East 280 feet of the Southeast 1/4, lying South of U.S. Highway No. 1 and North of the Plat of E.H. RICES ADDITION TO TITUSVILLE, recorded in Plat Book 1, Page 6, Section 33, Township 21 South, Range 35 East, Brevard County, Florida. LESS AND EXCEPT the South 215 feet.

AND

The South 215 feet of the North 334.58 feet of the West 260 feet of the East 280 feet of the Southeast 1/4 of the Southeast 1/4 of Section 33, Township 21 South, Range 35 East, Brevard County, Florida.

AND

PARCEL 2:

Lots 13 and 14, Block 1, BRYAN-HELLER ESTATES, according to the plat thereof, as recorded in Plat Book 10, Page 89, of the Public Records of Brevard County, Florida.

EXHIBIT E

FORM OF MEMORANDUM OF LEASE

This instrument prepared by and
return to:
Paul S. Quinn, Jr., Esq.
GrayRobinson, P.A.
301 E. Pine Street, Suite 1400
Orlando, FL 32801

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "**Memorandum**") is made this ___ day of August, 2025 by and between **SAMSARA PROPERTY, LLC**, a Florida limited liability company ("**Landlord**"), whose address is: Attention: Phillip Pidgeon, 455 ALT 19 South, Palm Harbor, Florida 34683, and **NORTH BREVARD COUNTY HOSPITAL DISTRICT, d/b/a PARRISH MEDICAL CENTER**, a political subdivision of the State of Florida ("**Tenant**"), whose address is: Attention: President, 951 Washington Ave., Titusville, Florida 32796.

RECITALS:

Whereas, Landlord and Tenant entered into that certain Lease dated August 8, 2025 (the "**Lease**"). The Premises under the Lease include the improvements and real property located at 490 N. Washington Avenue, Titusville, Florida 32797 and a vacant lot located on N. DeLeon Avenue (with no assigned physical address), and are more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "**Premises**").

Whereas, Landlord has agreed to Lease the Premises to Tenant on the terms and conditions of the Lease described herein, and the parties hereby desire to place third parties on notice of certain provisions of the Lease as set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The above Recitals are true and correct and are incorporated herein by reference.

2. Lease. Landlord and Tenant have entered into the Lease for the Premises.

3. Terms. The parties desire to record this Memorandum. All terms with capitalized initials used in this Memorandum and not otherwise defined shall have the meaning ascribed to them in the Lease.

4. Notice address of Landlord. The name and address of the Landlord is:

Samsara Property, LLC
Attention: Phillip Pidgeon
455 ALT 19 South
Palm Harbor, Florida 34683

With a copy to:

Milgrim Law Group
Attn: Edward Milgrim, Esq.
3216 Corrine Drive
Orlando, FL 32803

5. Notice address of Tenant. The name and address of the Tenant is:

North Brevard County Hospital District, d/b/a Parrish Medical Center
Attention: President
951 Washington Ave.
Titusville, Florida 32796

With a copy to:

GrayRobinson, P.A.
Attention: William A. Boyles, Esq.
301 E. Pine Street, Suite 1400
Orlando, Florida 32801

6. Premises being Leased. Landlord is leasing to Tenant, and Tenant is leasing from Landlord the Premises.

7. Effective Date. The Effective Date of the Lease is August 8, 2025.

8. Commencement Date. The commencement date of the Lease is August 8, 2025 (the "**Commencement Date**").

9. Term. The Initial Term of the Lease begins on the Commencement Date and ends on August 31, 2045.

10. Options to Renew. Subject to the terms of the Lease, the Tenant has two (2) successive rights and options to extend the Initial Term of the Lease, with each such option being for a term of five (5) years.

11. Exclusive Use. The Lease provides in Section 4.4:

> Exclusive Use. From and after the Effective Date, during the Term, provided Tenant is not in default beyond any applicable notice and cure period, Landlord shall not lease, or permit the leasing of, any space within the Building (other than the Premises) and any other property owned or leased by Landlord or its principals or its affiliates within ten (10) miles of the Premises, for the offering of medical oncology, radiation oncology and an infusion center (and attendant ancillary services that are required in order to support each of these services) ("**Tenant's Exclusive Use**"). Tenant's Exclusive Use shall terminate anytime Tenant ceases to operate the Premises for Tenant's Exclusive Use for a period in excess of one year except if the Tenant is not able to operate due to destruction of the Premises, force majeure, or eminent domain.
>
> In the event Tenant's Exclusive Use is violated, then Tenant shall provide written notice to Landlord, who shall then have a twenty (20) day period to cure such violation. If the violation is not cured by Landlord within such cure period, then Base Rent payable hereunder shall abate during the period of such violation. In the event the violation of Tenant's Exclusive Use continues for six (6) months, then Tenant shall have the right, within one (1) year from the date on which

such violation commenced (unless the violation has been cured), to terminate this Lease upon thirty (30) days written notice to Landlord in which event all further obligations under the Lease shall terminate on the date which is thirty (30) days after the date of Tenant's termination notice, in which event all further obligations under this Lease shall terminate on the date specified in Tenant's notice, Landlord and Tenant shall be released from any and all liability thereafter accruing hereunder (other than those that survive the termination of this Lease), and any Rent paid in advance by Tenant shall be refunded to Tenant within thirty (30) days after termination of this Lease.

12. Right of First Refusal to Purchase. Subject to the terms of the Lease, the Tenant has a right of first refusal to purchase the Premises.

13. No Construction Liens. The Lease provides in Section 7.1:

Liens. Tenant shall keep the Premises free from any liens, including but not limited to construction liens. If any lien is filed against the Landlord's interest in the Premises for work claimed to have been done for or material claimed to have been furnished to Tenant, Tenant shall cause such lien to be discharged or bonded over of record within thirty (30) days after Tenant received notice of its filing. Further, Tenant shall not encumber its leasehold interest in the Premises and/or this Lease without the prior written consent of Landlord.

The interest of Landlord in the Premises will not be subject in any way to any liens, including any lien rights under Chapter 713, Florida Statutes, for improvements to or other work performed to the Premises by or on behalf of Tenant. Tenant has no power or authority to create any lien or permit any lien to attach to the present estate, reversion, or other interest of the Landlord in the Premises. All mechanics, materialmen, contractors, laborers, artisans, suppliers, and other parties contracting with Tenant, its representatives or contractors with respect to the Premises are hereby given notice that they must look solely to the Tenant to secure payment for any labor, services or materials furnished or to be furnished to Tenant, or to anyone holding any of the Premises through or under Tenant during the term of this Lease. The foregoing provisions are made with express reference to Section 713.10, Florida Statutes. Tenant shall notify every contractor making improvements to the Premises that the interest of the Landlord in the Premises shall not be subject to liens for improvements to or other work performed with respect to the Premises by or on behalf of Tenant. Nothing contained in this Lease shall authorize Tenant to do any act which may create or be the foundation for any lien, mortgage or other encumbrance upon the reservation or other estate of Landlord, or of any interest of Landlord in the Premises or any improvements thereof; it is agreed that should Tenant cause any alterations, changes, additions, improvements or repairs to be made in the Premises, or cause materials to be furnished or labor to be performed therein, neither Landlord nor the Premises shall, under any circumstances, be liable for the payment of any expenses incurred or for the value of any work done or material furnished to the Premises or any part thereof. All such alterations, changes, additions, improvements, repairs, materials and labor shall be at Tenant's expense and Tenant shall be solely and wholly responsible to contractors, laborers and material men furnishing labor and materials to the Premises, or any part thereof. To the extent required by Florida Statutes Chapter 713, with the understanding that certain governmental property may not be subject to Chapter 713, and prior to commencement of any work on the Premises for which a Notice of Commencement is required pursuant to Chapter 713, Florida Statutes (or its successor), Tenant shall record such a notice in the Public Records of the County, identifying Tenant as the party for whom such work is being performed, summarizing and memorializing the terms of this Article, and requiring the service of copies of all notices, liens or claims of lien upon Landlord; and Tenant shall simultaneously therewith transmit a copy of said notice to Landlord. In addition to the

foregoing, Landlord shall have the right (but not the obligation) to record a notice in the Public Records of the County in accordance with Section 713.10, Florida Statutes (or its successor).

14. Effect of Memorandum. The purpose of this Memorandum is to give notice of the Lease and of the rights created thereby, all of which are hereby confirmed. This Memorandum does not set forth the entire Lease but is only intended to give notice thereof. The provisions set forth in the written Lease are hereby incorporated by reference into this Memorandum. Nothing contained herein shall be deemed to in any way to amend, modify or supersede the terms of the Lease, which terms remain in full force and effect. In the event of any conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall prevail.

15. Governing Law. The Lease shall be governed by and construed in accordance with the laws of Florida.

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

[Signature Pages Follow]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Memorandum as of the date first set forth above.

LANDLORD:

SAMSARA PROPERTY, LLC, a Florida limited liability company

By: _____
Phillip Pidgeon, Manager

STATE OF FLORIDA)
COUNTY OF _____)

On this ___ day of August, 2025, before me by means of (check one box) [X] physical presence or [ ] online notarization the undersigned Notary Public, personally appeared Phillip Pidgeon, the Manager of Samsara Property, LLC, a Florida limited liability company, who is ☐ personally known to me or ☐ provided _____ _____ as identification, and proved to me on the basis of satisfactory evidence, to be the person whose names is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

_____
Signature of Notary Public

_____
Printed name of Notary

Place Notary Seal and/or Stamp Above

Commission Number: _____
My Commission Expires _____

[SIGNATURE PAGE TO MEMORANDUM OF LEASE]

TENANT:

NORTH BREVARD COUNTY HOSPITAL DISTRICT, d/b/a PARRISH MEDICAL CENTER, a political subdivision of the State of Florida

By: _____
George Mikitarian, President/CEO

STATE OF FLORIDA)
)
COUNTY OF BREVARD)

On this ___ day of August, 2025, before me by means of (check one box) [X] physical presence or [ ] online notarization the undersigned Notary Public, personally appeared George Mikitarian, the President/CEO of North Brevard County Hospital District, d/b/a Parrish Medical Center, a political subdivision of the State of Florida, who is ☐ personally known to me or ☐ provided _____ _____ as identification, and proved to me on the basis of satisfactory evidence, to be the person whose names is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

_____
Signature of Notary Public

_____
Printed name of Notary

Place Notary Seal and/or Stamp Above

Commission Number: _____
My Commission Expires _____

[SIGNATURE PAGE TO MEMORANDUM OF LEASE]

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PREMISES

PARCEL 1:

The West 260 feet of the East 280 feet of the Southeast 1/4, lying South of U.S. Highway No. 1 and North of the Plat of E.H. RICES ADDITION TO TITUSVILLE, recorded in Plat Book 1, Page 6, Section 33, Township 21 South, Range 35 East, Brevard County, Florida. LESS AND EXCEPT the South 215 feet.

AND

The South 215 feet of the North 334.58 feet of the West 260 feet of the East 280 feet of the Southeast 1/4 of the Southeast 1/4 of Section 33, Township 21 South, Range 35 East, Brevard County, Florida.

AND

PARCEL 2:
Lots 13 and 14, Block 1, BRYAN-HELLER ESTATES, according to the plat thereof, as recorded in Plat Book 10, Page 89, of the Public Records of Brevard County, Florida.

EXHIBIT F

PERMITTED TITLE EXCEPTIONS

1. Reservation of Road Right of Way in favor of the State of Florida by and through the Trustees of the Internal Improvement Trust Fund as set forth in the Deed recorded September 15, 1943, in Deed Book 262, Page 104, Public Records of Brevard County, Florida.

2. Easement in favor of Florida Power & Light Company recorded November 13, 2007, in Official Records Book 5825, Page 368, Public Records of Brevard County, Florida.

3. Easement for utility installation and maintenance as set forth and reserved in Deed Book 382, Page 65, Public Records of Brevard County, Florida.

4. Matters as shown on that certain ALTA/NSPS Land Title Survey dated September 19, 2024, fieldwork completed on August 23, 2024, prepared by John R. Campbell of John R. Campbell Surveying LLC as Project No. 2024-206 as follows:

<u>As to Parcel 1 only:</u>

(a) Entry pad encroachment along the Northerly boundary of subject property (as to Parcel 1);

(b) asphalt driveway crossing the property line on the north and east boundaries of the Property;

(c) one 18-inch underground reinforced concrete pipe crosses the property line on the southern boundary;

(d) Two FP&L utility boxes encroaching out of the FP&L easement and into the property;

(e) Dumpster pad, two block walls, and two ballards encroaching into FP&L easement;

(f) The following utility and service installations without the benefit of a recorded easement: retention pond, 6 drain inlets, 6’ PVC drain, MES pipe grate and storm inlet wier & skimmer; and

(g) Phone riser, phone service, electrical utility box, back flow meters, sanitary sewer manhole, water valves, force main, fire hydrant and fire direct connect without the benefit of a recorded easement.

<u>As to Parcel 2 only:</u>

(a) Fence located 0.8 feet north of corner at northwestern corner of the property and 1.0 feet north of corner at southwestern corner of the property (ownership of fence unknown);

(b) concrete apron and parking lot crosses property line bordering N. Deleon Avenue; and

(c) Fence and parking lot within 5’ utility easement recorded in Deed Book 382, Page 65.

EXHIBIT "C"

List of Permitted Title Exceptions

1. Real estate taxes for the year 2025 and subsequent years;

2. Zoning, building code and other use restrictions imposed by any governmental authority;

3. All matters and facts shown on or disclosed by an accurate survey or personal inspection of the Property;

4. Any other exceptions to title approved or deemed approved by Buyer pursuant to Section 5.c.

5. Reservation of Road Right of Way in favor of the State of Florida by and through the Trustees of the Internal Improvement Trust Fund as set forth in the Deed recorded September 15, 1943, in Deed Book 262, Page 104, Public Records of Brevard County, Florida.

6. Easement in favor of Florida Power & Light Company recorded November 13, 2007, in Official Records Book 5825, Page 368, Public Records of Brevard County, Florida.

7. Easement for utility installation and maintenance as set forth and reserved in Deed Book 382, Page 65, Public Records of Brevard County, Florida.

8. Matters as shown on that certain ALTA/NSPS Land Title Survey dated September 19, 2024, fieldwork completed on August 23, 2024, prepared by John R. Campbell of John R. Campbell Surveying LLC as Project No. 2024-206 as follows:

As to Parcel 1 only:

(a) Entry pad encroachment along the Northerly boundary of subject property (as to Parcel 1);
(b) asphalt driveway crossing the property line on the north and east boundaries of the Property;
(c) one 18-inch underground reinforced concrete pipe crosses the property line on the southern boundary;
(d) Two FP&L utility boxes encroaching out of the FP&L easement and into the property;
(e) Dumpster pad, two block walls, and two ballards encroaching into FP&L easement;
(f) The following utility and service installations without the benefit of a recorded easement: retention pond, 6 drain inlets, 6' PVC drain, MES pipe grate and storm inlet wier & skimmer; and
(g) Phone riser, phone service, electrical utility box, back flow meters, sanitary sewer manhole, water valves, force main, fire hydrant and fire direct connect without the benefit of a recorded easement.

As to Parcel 2 only:

(a) Fence located 0.8 feet north of corner at northwestern corner of the property and 1.0 feet north of corner at southwestern corner of the property (ownership of fence unknown);

(b) concrete apron and parking lot crosses property line bordering N. Deleon Avenue; and

(c) Fence and parking lot within 5’ utility easement recorded in Deed Book 382, Page 65.

9. The Master Lease.

EXHIBIT "D"

FORM OF DEED

[SEE ATTACHED]

Prepared by and return to:
GrayRobinson, P.A.
Paul S. Quinn, Jr., Esq.
301 E. Pine Street, Suite 1400
Orlando, FL 32801
407-810-2110

Parcel Identification Numbers: 21-35-33-00-792; and
21-35-34-51-1-13

SPECIAL WARRANTY DEED

THIS INDENTURE is made and entered into as of the ____ day of August, 2025, by and between **NORTH BREVARD COUNTY HOSPITAL DISTRICT, d/b/a PARRISH MEDICAL CENTER,** a political subdivision of the State of Florida ("**Grantor**"), whose mailing address is 951 North Washington Ave., Titusville, Florida 32796, and **SAMSARA PROPERTY, LLC**, a Florida limited liability company, whose address is 455 Alt 19 South, Unit 55, Palm Harbor, FL 34683 ("**Grantee**").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold, alienated, remised, released, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, alienate, remise, release, convey and confirm unto Grantee, and Grantee's heirs, successors and assigns forever, the following described real property in the County of Brevard, State of Florida, to-wit:

SEE **EXHIBIT A** ATTACHED HERETO
AND INCORPORATED HEREIN BY REFERENCE THERETO,

TOGETHER with all the tenements, hereditaments and appurtenances, and every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining (collectively, the "**Property**").

SUBJECT TO those matters set forth on **Exhibit B** attached hereto and incorporated herein (collectively, the "**Permitted Exceptions**").

THIS PROPERTY IS NOT THE HOMESTEAD OF GRANTOR.

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

And Grantor does hereby warrant that, subject to and except for the Permitted Exceptions, the title to the Property is free from all encumbrances made by Grantor, and that subject to and except for the Permitted Exceptions, Grantor will defend the same against the lawful claims and demands of all persons and entities claiming by, through, or under Grantor, but against none other.

A true and correct copy of the Board Resolution of Grantor approving the transaction is attached hereto as **Exhibit C**.

NOTE TO RECORDER: Documentary stamp taxes in the amount of $62,300.00 are being paid in connection with this Deed as required pursuant to Section 201.02, Florida Statutes.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be signed and sealed the day and year above written.

Signed, sealed and delivered
in the presence of:

NORTH BREVARD COUNTY HOSPITAL DISTRICT, d/b/a PARRISH MEDICAL CENTER, a political subdivision of the State of Florida

_____
(*Witness Signature)*
Print Witness Name: _____
Print Witness Address: _____
_____

By: _____
George Mikitarian, President and CEO

_____
(Witness Signature)
Print Witness Name: _____
Print Witness Address: _____
_____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of [x] physical presence or [__] online notarization, this ____ day of August, 2025, by George Mikitarian, as President and CEO of NORTH BREVARD COUNTY HOSPITAL DISTRICT, d/b/a PARRISH MEDICAL CENTER, a political subdivision of the State of Florida, on behalf of said District. He is [select one]:

( ) personally known to me;
or
( ) produced a valid driver's license as identification.

_____
Notary Public - (Signature)
Print Name:_____

My Commission Expires:_____

EXHIBIT A
Legal Description of Property

PARCEL 1:

The West 260 feet of the East 280 feet of the Southeast 1/4, lying South of U.S. Highway No. 1 and North of the Plat of E.H. RICES ADDITION TO TITUSVILLE, recorded in Plat Book 1, Page 6, Section 33, Township 21 South, Range 35 East, Brevard County, Florida. LESS AND EXCEPT the South 215 feet.

AND

The South 215 feet of the North 334.58 feet of the West 260 feet of the East 280 feet of the Southeast 1/4 of the Southeast 1/4 of Section 33, Township 21 South, Range 35 East, Brevard County, Florida.

AND

PARCEL 2:

Lots 13 and 14, Block 1, BRYAN-HELLER ESTATES, according to the plat thereof, as recorded in Plat Book 10, Page 89, of the Public Records of Brevard County, Florida.

EXHIBIT B
Permitted Exceptions

1. Ad valorem taxes and assessments for the year 2025 and all subsequent years.

2. Reservation in favor of the State of Florida for State Road Right-of-Way contained in that certain Deed recorded September 15, 1943 in Official Records Book 262, page 104, Public Records of Brevard County, Florida.

3. Easement from LZSC, LLC to and in favor of Florida Power & Light Company recorded November 13, 2007 in Official Records Book 5825, page 368, Public Records of Brevard County, Florida.

4. Easement for utility installation and maintenance as set forth and reserved in Deed Book 382, Page 65, Public Records of Brevard County, Florida.

5. Matters as shown on that certain ALTA/NSPS Land Title Survey dated September 19, 2024, fieldwork completed on August 23, 2024, prepared by John R. Campbell of John R. Campbell Surveying LLC as Project No. 2024-206.

EXHIBIT C (TO DEED)
[ATTACH COPY OF BOARD RESOLUTION]

EXHIBIT "E"

LIMITED LIABILITY COMPANY AGREEMENT

[ATTACH]

OPERATING AGREEMENT

OF

PARRISH RADIATION ONCOLOGY, LLC

DATED: As of August 1, 2025

THE UNITS EVIDENCED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED ("1933 ACT") OR THE LAWS OF ANY STATE AND WERE SOLD PURSUANT TO EXEMPTIONS FROM THE 1933 ACT AND SUCH STATE LAWS. THE UNITS MAY NOT BE SOLD OR OFFERED FOR SALE IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE UNITS UNDER THE 1933 ACT AND SUCH STATE LAWS AS MAY BE APPLICABLE, OR AN OPINION OF COUNSEL OR SUBMISSION OF OTHER EVIDENCE SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

OPERATING AGREEMENT
OF
PARRISH RADIATION ONCOLOGY, LLC

THIS OPERATING AGREEMENT OF PARRISH RADIATION ONCOLOGY, LLC, a Florida limited liability company (the "Company"), is made and entered into effective as of the 1st day of August, 2025 (the "Effective Date"), by and among (i) the Company, (ii) PRO ONCOLOGY, LLC, a Florida limited liability company ("PRO Oncology"), (iii) RADIATION ONCOLOGY PARTNERS, LLC, a Florida limited liability company ("ROP"), and (iii) those Persons, if any, agreeing to be bound by the provisions of this Agreement by their execution of this Agreement or of a Joinder hereto (the "Additional Members"). PRO Oncology, ROP and the Additional Members are also referred to herein, individually, as a "Member", and collectively, as the "Members."

SECTION 1
FORMATION, NAME, PRINCIPAL OFFICE, TERM, PURPOSE, TITLE TO PROPERTY, QUALIFICATION

1.1 Formation. The Company was formed effective as of August 1, 2025 (the "Formation Date") as a Florida limited liability company by the filing of Articles of Organization (the "Articles") with the Florida Secretary of State in accordance with Act. The Members hereby agree to continue the Company as a "manager-managed" limited liability company under and pursuant to the Act and agree that the rights, duties and liabilities of the Members shall be as provided in the Act, except as otherwise provided herein and in the Articles.

1.2 Tax Classification. At all times that the Company has more than one Member, the Members intend that the Company be classified as a partnership for federal and state income tax purposes.

1.3 Name. The name of the Company is PARRISH RADIATION ONCOLOGY, LLC, or such other name that complies with applicable law as may be selected by the Board.

1.4 Principal Office. As of the Effective Date, the Company's principal office is located at 490 North Washington Avenue, Suite 2, Titusville, Florida 32796. The Board may change the location of the Company's principal office from time to time or establish and maintain additional places of business for the Company, and shall make any filing and take any other action required by applicable law in connection with the any such change.

1.5 Term. The Company commenced on the Formation Date and shall continue in existence until it is terminated in accordance with the provisions of Section 9 of this Agreement.

1.6 Agent for Service of Process. The name and address of the agent for service of process shall be: William A. Boyles, 301 E. Pine Street, Suite 1400, Orlando, Florida 32801. The Board may change the name and/or address of such agent from time to time, and shall make any filing and take any other action required by applicable law in connection with any such change.

1.7 Purpose of the Company. The purpose and scope of the Company is to (a) engage in the business of providing radiation-related medical services to the community served by the North Brevard County Hospital District, d/b/a Parrish Medical Center, a political subdivision of the State of Florida ("PMC") under the name "Parrish Radiation Oncology Center" from, and located in, an approximately 5,700 square foot space (the "Center") situate at real property consisting of approximately 2.23 acres of land and a 2-story building located at 490 N. Washington Avenue, Titusville, Florida 32796 (the "Business"); and (b) engage in any other lawful business or activity related or incidental to the foregoing.

1.8 Members. The names and addresses of the Members as of the Effective Date are as set forth in the attached Exhibit A, as the same may be updated and/or amended by the Board from time to time. The Board shall have the sole right and authority, without need for action or approval by the Members, to update and amend Exhibit A as set forth in Section 3.1(c).

1.9 Registration of Fictitious Names; Qualification in Other Jurisdictions. In the event that the Board determines that the Company utilize any assumed or fictitious name(s), the Board shall cause the Company to be qualified, formed or registered under assumed or fictitious name statutes or similar laws in any jurisdiction in which the Company transacts business in which such qualifications, formation, or registration is required or desirable, in order to utilize such assumed or fictitious name(s). The parties hereto hereby acknowledge and agree that the Company intends to utilize the fictitious name "Parrish Cancer Center" to conduct the Business, and therefore, the Company shall register such fictitious name with the Florida Secretary of State in accordance with Section 865.09, *Florida Statutes*.

1.10 Title to Property; Units Constitute Personal Property. Legal title to the Company's property, whether real, personal or mixed, shall be held in the name of the Company or in whatever other manner the Board shall determine to be in the best interests of the Company. Each Unit shall be personal property for all purposes.

1.11 Limited Liability of the Members. To the fullest extent permitted by law, no Member shall be liable under a judgment, decree or order of a court, or in any other manner for the debts or any other obligations or liabilities of the Company solely by reason of being a Member of the Company. A Member shall be liable only to make the contributions described in Section 3.1 hereof, and no Member shall be required to lend any funds to the Company or to make any other contributions, assessments or payment to the Company.

SECTION 2
DEFINITIONS

When used in this Agreement, the following terms have the following respective meanings (unless otherwise specifically provided). The singular shall include the plural, the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. Any terms not specifically defined herein shall be construed in accordance with the meaning and understanding given such terms in the trade or business of the Company.

"Act" means the Florida Revised Limited Liability Company Act, Chapter 605, *Florida Statutes*, as amended from time to time (or any corresponding provisions of succeeding law).

"Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in a Member's Capital Account, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(l) and 1.704-2(i)(5); and

(ii) Debit to such Capital Account, the items described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

"Adjustment Year" has the meaning given to such term in Section 11.5(e)(iii).

"Affiliates" means, when used with reference to any Person, (i) any Person that, directly or indirectly, through one or more intermediaries controls, is controlled by, or is under common control with, or owns a greater than ten percent (10%) interest in the specified Person (the term "control" for this purpose, shall mean the ability, whether by the ownership of shares or other equity interest, by contract or otherwise, to elect a majority of the directors of a corporation, a majority of the managing partner of a partnerships, a majority of the general partners of a limited partnership, or a majority of the managers of a limited liability company, or otherwise to have the power independently to remove and then select a majority of those Persons exercising governing authority over an entity, and control shall be conclusively presumed in the case of the direct or indirect ownership of ten percent (10%) or more of the equity interests in the specified Person); (ii) a spouse, parent, sibling, or issue of such Person; and (iii) each ROP Owner and Affiliate of an ROP Owner. ROP hereby acknowledges and agrees that, pursuant to foregoing definition of "Affiliate", each ROP Owner is an Affiliate of ROP, and ROP is an Affiliate of each ROP Owner.

"Agreement" means this Operating Agreement of Parrish Radiation Oncology, LLC, as originally executed and as it may be amended from time to time.

"Allocable Items" has the meaning given to such term in Section 5.2(a).

"Allocation Period" means (i) the period commencing on the Formation Date and ending on December 31, 2025, (ii) any subsequent 12 month period commencing on January 1 and ending on December 31, or (iii) any portion of any period described in clauses (i) or (ii) for which the Company is required, by this Agreement or applicable law or regulation, to allocate Profits, Losses and other items of Company income, gain, loss, or deduction.

"Articles" means the Articles of Organization of the Company filed with the Florida Secretary of State on or about August 1, 2025, as the same may be amended from time to time.

"Assignee" means a transferee of Units and/or a Membership Interest and/or a holder of Units and/or a Transferable Interest who has not been admitted as a Substituted Member. An Assignee shall have only the rights and obligations of an assignee/transferee as set forth in Section 8.1(g) hereof. An Assignee shall have no other rights or powers of a Member except as expressly provided herein. An Assignee includes a "transferee" under the Act.

"Available Cash" means, as of a specified date, the gross cash proceeds of the Company as of such date, less the portion thereof used to pay or establish reserves for all Company expenses, debt payments/debt reductions, capital improvements, business expansion, replacements, and contingencies, all as determined by the Board from time to time. "Available Cash" shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established pursuant to the first sentence of this definition.

"Bankruptcy" means, with respect to any Person: (i) the filing of a voluntary or involuntary petition in bankruptcy, which proceeding is not dismissed within 90 days; (ii) the entry of an order, judgment or decree by any court of competent jurisdiction appointing a trustee, receiver, or custodian of the assets of such Person unless the proceedings and the Person appointed are dismissed within 90 days; (iii) the making by such Person of a general assignment for the benefit of creditors; or (iv) the failure by such Person generally to pay such Person's debts as the debts become due within the meaning of Section 303(h)(1) of the United States Bankruptcy Code, as determined by a Bankruptcy court, or the admission in writing of such Person's inability to pay such Person's debts as they become due.

"BBA 2015" has the meaning given to such term in Section 11.5(a)(i).

"Board" means the Board of Managers described in Section 6.1(a).

"Board Appointed Officers" means the President, Treasurer, Secretary, and any other officers of the Company as may be appointed by the Board from time to time.

"Board Exclusive Decision" shall have the meaning ascribed to it in Section 6.5(b)(i).

"Business Day" means any day other than a Saturday, Sunday and those legal public holidays specified in 5 U.S.C. § 6103(a), as the same may be amended from time to time.

"Capital Account" means, with respect to any Member, the capital account maintained for such Member in accordance with the following provisions:

(i) To each Member's Capital Account there shall be credited (a) such Member's Capital Contributions, (b) such Member's allocation of Profits, as determined in accordance with Section 5.1, and any items in the nature of income or gain that are specially allocated to such Member pursuant to Section 5.3, and (c) the amount of any Company liabilities assumed by such Member or that are secured by any Company Assets distributed to such Member. The principal amount of a promissory note that is not readily traded on an established securities market and that is contributed

to the Company by the maker of the note (or a Member related to the maker of the note within the meaning of Regulations Section 1.704-1(b)(2)(ii)(c)) shall not be included in the Capital Account of any Member until the Company makes a taxable disposition of the note or until (and to the extent) principal payments are made on the note, all in accordance with Regulations Section 1.704-1(b)(2)(iv)(d)(2);

(ii) To each Member's Capital Account there shall be debited (a) the amount of money and the Gross Asset Value of Company Assets distributed to such Member pursuant to any provision of this Agreement, (b) such Member's allocation of Losses, as determined in accordance with Section 5.1, and any items in the nature of expenses or losses that are specially allocated pursuant to Section 5.3, and (c) the amount of any liabilities of such Member assumed by the Company or that are secured by any Company Assets contributed by such Member to the Company;

(iii) The Members' Capital Accounts also will be maintained and adjusted as permitted by the provisions of Treas. Reg. § 1.704-1(b)(2)(iv)(f) and as required by the other provisions of Treas. Reg. §§ 1.704-1(b)(2)(iv) and 1.704-1(b)(4), including adjustments to reflect the allocations to the Members of Depreciation, depletion, amortization, and gain or loss as computed for book purposes rather than the allocation of the corresponding items as computed for tax purposes, as required by Treas. Reg. § 1.704-1(b)(2)(iv)(g).

(iv) In the event a Membership Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Membership Interest; and

(v) In determining the amount of any liability for purposes of subparagraphs (i) and (ii) above there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Board determines that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities that are secured by contributed or distributed property or that are assumed by the Company or any Members) are computed in order to comply with such Regulations, the Board may make such modification, provided that it is not likely to have a material effect on the amounts distributed to any Person pursuant to the terms of this Agreement upon the dissolution of the Company. The Board also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-1(b)(2)(iv)(q), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b).

"Capital Contribution" means, with respect to any Member, the amount of money and the fair market value of any other property contributed by such Member to the Company with respect to the Membership Interest held by such Member (with such fair market value determined by the Board as of the date of contribution and net of liabilities assumed by the Company or otherwise secured by

such contributed property and with respect to which the Company is considered to assume, or to take subject to, under Section 752 of the Code).

"Center Manager" means that Person appointed by ROP pursuant to the Management Services Agreement, which Person has the rights, powers and authorities regarding the operation and management of the day-to-day business and affairs of the Company, as more particularly set forth in Section 6.6. The initial Center Manager is Mr. Tod Garthwaite at all times when he is acting in such capacity (and not if and when he is acting in its capacity as a Member (if applicable), Manager (if applicable), or in any other capacity).

"Code" means the Internal Revenue Code of 1986, as amended (or any corresponding provision or provisions of succeeding law).

"Company" means the limited liability company created by the filing of the Articles as described in Section 1.1, as the Company may from time to time be constituted in accordance with the terms of this Agreement or any amendments hereto.

"Company Assets (or Property)" means all real and personal property acquired by the Company and any improvements thereto, and shall include both tangible and intangible property.

"Company Minimum Gain" means as of any date, the amount determined under Regulation Sections 1.704-2(b)(2) and 1.704-2(d).

"Convicted Member" has the meaning given to such term in Section 8.7(a).

"CTA" means, collectively, the Corporate Transparency Act, Title LXIV of the 2021 National Defense Authorization Act and the regulations promulgated by the Financial Crime Enforcement Network thereunder.

"Depreciation" means, for each Allocation Period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Allocation Period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Allocation Period, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such Allocation Period bears to such beginning adjusted tax basis, provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Allocation Period is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Board.

"Equipment" means, collectively, the equipment listed in the attached Exhibit B.

"Equipment Lease Agreement" means any equipment lease agreement to be entered into by the Company, as lessee, pursuant to which the Company leases medical equipment.

"Event of Dissolution" means any of the events that result in a dissolution of the Company as set forth in Section 9.1 hereof.

"Fiscal Year" means the fiscal year of the Company, which shall be the calendar year.

"GAAP" means United States generally accepted accounting principles in effect from time to time.

"Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the Board;

(ii) The Gross Asset Value of each Company Asset shall be adjusted to equal its respective gross fair market value (taking into account Code Section 7701(g)), as determined by the Board, as of the following times: (a) the acquisition of an additional Membership Interest by any new or existing Member in exchange for more than a *de minimis* Capital Contribution; (b) the distribution by the Company to a Member of more than a *de minimis* amount of Company Property as consideration for a Membership Interest; (c) in connection with the grant of a Membership Interest (other than a *de minimis* Membership Interest), as consideration for the provision of services to or for the benefit of the Company by an existing Member or by a new Member acting in a Member capacity or in anticipation of being a Member; and (d) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that an adjustment described in clauses (a) and (b) of this subparagraph (ii) shall be made only if the Board reasonably determines that such adjustment is necessary to reflect the relative economic interests of the Members in the Company;

(iii) The Gross Asset Value of any Company Asset distributed to any Member shall be adjusted to equal the gross fair market value (taking into account Code Section 7701(g)) of such asset on the date of distribution as determined by the Board; and

(iv) The Gross Asset Values of Company Assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Sections 734(b) or 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and subparagraph (vi) of the definition of "Profits" and "Losses" or pursuant to Section 5.3(b) below; provided, however, that Gross Asset Values shall not be adjusted under this subparagraph (iv) to the extent that an adjustment pursuant to subparagraph (ii) is required in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (iv). If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraph (i), (ii), or (iv), such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset, for purposes of computing Profits and Losses.

"Highest Per Unit Purchase Price" means the greatest dollar amount paid by any Person (including, without limitation, the Company or any Member) for any Unit, whether by Capital Contribution, purchase price, or other form of payment.

"Independent Counsel" means independent Florida-licensed legal counsel with significant experience and expertise in Florida public entity law and Florida Constitutional matters, as selected by any Member and reasonably acceptable to legal counsel for the other Members.

"Involuntary Transfer" has the meaning given to such term in Section 8.6.

"IRS" has the meaning given to such term in Section 11.5(b).

"Joinder" means a joinder agreement, counterpart signature page, or other instrument in a form approved by the Board whereby a Person agrees to become a Member of the Company and be bound by the terms and conditions of this Agreement.

"Loss of Control" has the meaning given to such term in Section 8.1(b).

"Losses" shall have the meaning given to such term in the definition of Profits and Losses.

"Majority in Interest of the Members" means the Members, or a specified group of Members, who collectively own more than fifty percent (50%) of the Percentage Interests entitled to vote owned by the Members or the specified group of Members.

"Majority in Interest of the Appointing Members" means the Appointing Members (excluding any Appointing Member that has become a Former Appointing Member) who collectively own more than fifty percent (50%) of the Percentage Interests entitled to vote and owned by the Appointing Members (excluding any Appointing Member that has become a Former Appointing Member).

"Management Services Agreement" means that certain agreement to be entered into by and between the Company and ROP, pursuant to which ROP will provide management, administrative and operational support services for the Business and manage the day-to-day operations of the Business, and ROP may employ certain individuals who will provide services for the Business, but in any event subject to the Board's right and authority to approve Board Exclusive Decisions.

"Manager" means any Person that is designated, in accordance with the terms of Section 6, to serve on the Board.

"Member" means any one of the Members for so long as such Person holds a Membership Interest. Unless the context clearly requires otherwise, any reference in this Agreement to a "Member" shall be deemed to apply to all Members collectively at all times during which there may be more than one Member.

"Member Parties" means, determined separately for each Member, each owner and manager of such Member, any Affiliates of any of the foregoing (excluding the Company and, in the case of PRO Oncology, NBMS and PMC), and with respect to ROP, any Person who provides medical services for or on behalf of ROP or any Affiliate of ROP (excluding the Company) or any of ROP"s owners or managers; provided, however, that any individual who provides medical services for or on behalf of an Affiliate of ROP but neither provides medical services for or on behalf of ROP nor is an owner or manager of ROP will not be considered a "Member Party"; provided, further, that temporary coverage or locum tenens services rendered for or on behalf of ROP by any such individual shall not constitute sufficient engagement by ROP to trigger Member Party status for such individual, so long as such services do not exceed fifteen (15) calendar days in any twelve-month period and do not involve participation in referral development or strategic planning activities of the Center. For the avoidance of doubt, each of the ROP Owners will be a Member Party of ROP.

"Members" means all Persons admitted to the Company as a Member.

"Member Nonrecourse Debt" has the meaning given to the term "partner nonrecourse debt" in Regulations Section 1.704-2(b)(4).

"Membership Interest(s)" or "Interest(s)" means, as to any Member at a particular time, all of the ownership interest and rights of that Member in the Company at such time, including, but not limited to, (i) such Member's right to allocations of items of income, gain, loss, deduction and credit of the Company in accordance with the terms of this Agreement, (ii) such Member's right to a distributive share of the Company Assets, and (iii) such Member's right to vote his, her or its Membership Interest (based upon the Percentage Interest attributable to such Membership Interest) pursuant to the terms of this Agreement and the applicable provisions of the Act, all as set forth in this Agreement, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement and the Act, and further including such Member's Capital Account hereunder.

"NBMS" means North Brevard Medical Support Inc., a Florida not for profit, tax exempt corporation.

"New Partnership Audit Rules" has the meaning given to such term in Section 11.5(a)(i).

"Nonrecourse Liability" has the meaning given to such term in Regulations Section 1.704-2(b)(3).

"Open Year" means any Company tax year for which the statute of limitations has not expired pursuant to Code Sections 6501 and 6511.

"Permitted Transfer" has the meaning given to such term in Section 8.1(e).

"Permitted Transferee" has the meaning given to such term in Section 8.1(e).

"Percentage Interest" means, with respect to any Member, the Membership Interest of the Member expressed as a percentage (determined for any Member at any time and from time to time based on a fraction, the numerator of which is the total number of Units issued to such Member and the denominator of which is the total number of Units issued and outstanding, for the purposes of making certain allocations of loss of the Company, making distributions to the Members pursuant to Section 5.5 and Section 5.6b), and determining the respective voting rights of the Members hereunder. In the event any Membership Interest is transferred in accordance with the provisions of this Agreement, the transferee of such Interest shall succeed to the Percentage Interest of its transferor to the extent it relates to the transferred portion of the Membership Interest. The Percentage Interests of the Members shall be set forth in the attached Exhibit A, as the same may be updated and/or amended by the Board from time to time upon a permitted Transfer of Units or approved issuance of additional Membership Interests and Units. The aggregate Percentage Interests of the Members shall at all times equal 100%.

"Person" means any individual, limited liability company, partnership, limited partnership, corporation, trust, estate or other entity.

"Preamble" means the preamble to this Agreement appearing prior to Section 1 of this Agreement. The parties hereto agree the Preamble is hereby incorporated into this Agreement by reference.

"President" means the individual appointed by the Board, from time to time, to serve as president of the Company.

"Prime Rate" means the prime rate published in the "Money Rates" column of *The Wall Street Journal* (Eastern Edition) from time to time as its prime rate; however, in the event *The Wall Street Journal* (Eastern Edition) ceases publishing such prime rate, the Board shall have the right to select a similar alternate source for determination of the "Prime Rate" for purposes of this Agreement.

"Profits" shall have the meaning given to such term in the definition of Profits and Losses.

"Profits or Losses" means, for each Fiscal Year or other period, an amount equal to the Company's taxable income or taxable loss for such Fiscal Year or other period, determined in accordance with Code Section 703(a) (for this purpose, all Allocable Items required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Code Section 705(a)(2)(B), or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this definition, shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Company Asset is adjusted pursuant to subparagraphs (ii) or (iii) of the definition of "Gross Asset Value," the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the Gross Asset Value of the asset) or an item of loss (if the adjustment decreases the Gross Asset Value of the asset) from the disposition of such asset and shall be taken into account for purposes of computing Profits or Losses;

(iv) Gain or loss resulting from any disposition of Company Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year or other period, computed in accordance with the definition of "Depreciation" hereinabove;

(vi) To the extent an adjustment to the adjusted tax basis of any Company Asset pursuant to Code Section 734(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as a result of a distribution other than in

liquidation of a Member's Membership Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) from the disposition of such asset and shall be taken into account for purposes of computing Profits and Losses;

(vii) Notwithstanding any other provision of this definition, any items that are specially allocated pursuant to Section 5.3 below shall not be taken into account in computing Profits or Losses; and

(viii) The amounts of the items of Company income, gain, loss, or deduction available to be specially allocated pursuant to Section 5.3 hereof shall be determined by applying rules analogous to those set forth in subparagraphs (i) through (vi) above.

"Purchase Notice" has the meaning given to such term in Section 8.6 or Section 8.7(a), as applicable.

"Purchase Right" has the meaning given to such term in Section 8.6 or Section 8.7(a), as applicable.

"Real Property Lease Agreement" means that certain real property lease agreement to be entered into by and between the Company, as tenant, and PMC, as Sublandlord, pursuant to which the Company will lease the Center from PMC.

"Regulations" means the permanent and temporary Income Tax Regulations, and all amendments, modifications, and supplements thereof, from time to time promulgated by the Department of the Treasury under the Code.

"Reviewed Year" has the meaning given to such term in Section 11.5(e)(i).

"Reviewed Year Member" has the meaning given to such term in Section 11.5(e)(i).

"ROP Owner" means each owner of any equity interest in ROP as of the Effective Date and each Person to whom or which any such owner of equity interests in ROP Transfers any of its, his or her equity interests in ROP. ROP hereby represents and warrants to the parties hereto that, as of the Effective Date, the owners of all of the issued and outstanding equity interests are David Diamond, MD and Vikram Saini, JD.

"Secretary" means the individual appointed by the Board, from time to time, to serve as secretary of the Company.

"Stark Law" means the disclosure requirements and self-referral prohibitions of the Federal Ethics in Patient Referrals Act, 42 U.S.C. §1395nn, or any successor thereto, and any and all rules promulgated thereunder.

"Substituted Member" has the meaning given to such term in Section 8.1(g).

"Statement of Authority" has the meaning given to such term in Section 6.3(c)(xviii).

"Tax Loan" has the meaning given to such term in Section 11.5(e)(ii).

"Tax Matters Representative" has the meaning given to such term in Section 11.5(a)(ii).

"Transfer" has the meaning given to such term in Section 8.1(a).

"Transferable Interest" means a personal property right, as initially owned by a Person in the Person's capacity as a Member, to receive distributions from the Company in accordance with this Agreement and to receive such allocations of Profits and Losses, distributions and/or other Allocable Items as provided in this Agreement, to the extent assigned, whether such Person remains a Member or continues to own a part of such right, with such Transferable Interest subject to Transfer as set forth herein. This term shall further have the meaning ascribed to it in Section 605.0102(66) of the Act.

"Treasurer" means the individual appointed by the Board, from time to time, to serve as treasurer of the Company.

"Unit(s)" means a personal property right comprising a unit of Membership Interest entitling the holder thereof to specified and proportionate allocations (relative to other Unit Holders) of Profits and Losses, distributions and/or other Allocable Items as provided herein, and voting rights. Units of Membership Interests shall carry all of the voting rights of the Members, entitling the Member that is the holder thereof to vote on account thereof, based on the Percentage Interest that corresponds to such Units of Membership Interest. Holders of Units who are also Members shall be entitled to vote only on matters on which Members are expressly designated to vote upon or consent to in this Agreement or under the Act.

"Unit Holder" means a Person who holds one or more Units, regardless of whether it, he or she is a Member.

"Unit Holders" means all of the Unit Holders, unless the context denotes otherwise.

"Unreturned Capital" means, with respect to each Member, an amount equal to the excess of (i) the sum of (A) such Member's "Unreturned Capital" as set forth in the attached Exhibit A as in effect on the Effective Date, plus (B) the aggregate Capital Contributions (if any) made by such Member after the Effective Date pursuant to Section 3 (but only to the extent not taken into account in the foregoing clause (A) of this definition), less (ii) the total cash distributions made to such Member after the Effective Date in return of such Unreturned Capital pursuant to Section 5.6(a). The Members' Unreturned Capital represents the Members' mutual agreement regarding their respective priority rights to receive distributions pursuant to Section 5.6(a) and does not necessarily represent or reflect the Members' respective Capital Account balances. Each Member's Unreturned Capital shall be attributed to the Units held by such Member on a pro rata basis based on the total number of Units held by such Member at any given time, and in the event any Unit to which Unreturned Capital is attributed is transferred (or treated as transferred for federal income tax purposes) from one Unit Holder to another Unit Holder, the Unreturned Capital attributed to such Unit at the time of such transfer shall continue to be attributed to such Unit in the hands of the transferee upon consummation of such transfer, unless otherwise agreed by the transferor and transferee of such Unit. Each Member's Unreturned Capital shall be set forth in the attached Exhibit A, as the same may be updated and/or amended by the Board from time to time.

"Withdrawing Member" has the meaning given to such term in Section 8.6.

"Wrongful Act" "Convicted Member" has the meaning given to such term in Section 8.7(b).

Terms defined in the Preamble have the meaning therein specified. To the extent that terms bearing initial upper case letters appear in this Agreement but are not defined in the Preamble or in this Section, such terms shall have the meaning set forth elsewhere in this Agreement.

SECTION 3
CAPITAL CONTRIBUTIONS AND LOANS

3.1 Capital Contributions.

(a) In connection with the formation and organization of the Company, effective as of the Effective Date, PRO Oncology has contributed or hereby agrees to contribute the Equipment to the Company as its initial Capital Contribution to the Company, and, subject to the adjustments set forth in this Section 3.1(a), if applicable, ROP hereby agrees to make, no later than five (5) Business Days following written notice from the Company confirming that the Appraised Equipment Value has been determined by the Equipment Appraisers and formally accepted by the Board, an initial cash Capital Contribution to the Company in the amount of $277,165.50 (the "Estimated ROP Initial Capital Contribution"), as set forth beside its name on Exhibit A attached hereto. The parties hereto hereby acknowledge and agree that the estimated fair market value of the Equipment as of the Effective Date is $1,108,662.00 (the "Estimated PRO Oncology Initial Capital Contribution"), and accordingly, PRO Oncology shall initially be treated as having made an initial Capital Contribution to the Company in such amount.

(i) The Company and the Members hereby agree that: (i) following the Effective Date, the Company shall obtain, at its own cost, an appraisal of the Equipment from one or more independent, qualified appraisers (collectively, the "Equipment Appraisers") selected by the Board in its reasonable discretion, provided that such appraisers shall include at least one independent individual or firm with verifiable appraisal expertise in radiation oncology equipment (each, an "Independent Appraiser") and at least one independent third-party reseller or independent medical physicist, in each case, who possesses direct operational knowledge and market familiarity with medical equipment that is substantially similar to the Equipment (who may also be an Independent Appraiser). For purposes of the immediately preceding sentence, an appraiser, third-party reseller and medical physicist shall be "independent" if, and only if, such Person has not had any previous financial or other business relationship with any Member or any Affiliate of a Member. The Equipment Appraisers shall determine the fair market value of the Equipment in its existing "as-is" condition as of the Effective Date (the "Appraised Equipment Value"); and (ii) upon determination of the Appraised Equipment Value — whether greater than, equal to, or less than the Estimated PRO Oncology Initial Capital Contribution — PRO Oncology shall be deemed, effective as of the Effective Date, to have made an initial Capital Contribution to the Company in the amount of the Appraised Equipment Value pursuant to this Section 3.1(a).

(ii) In the event that the Appraised Equipment Value exceeds the amount of the Estimated PRO Oncology Initial Capital Contribution (with such excess amount referred to herein as the "Excess Equipment Value"), not later than five (5) days after the Appraised Equipment Value is determined by the Equipment Appraisers, ROP shall be required to make an additional initial Capital Contribution to the Company (in additional to the Estimated ROP Initial Capital Contribution) equal to the product of the Excess Equipment Value multiplied by a fraction, the numerator of which

is 20% and the denominator of which is 80%, such that the aggregate value of the initial Capital Contributions made by PRO Oncology pursuant to this Section 3.1(a) shall be equal to 80% of the aggregate initial Capital Contributions made by PRO Oncology and ROP pursuant to this Section 3.1(a), and the aggregate value of the initial Capital Contributions made by ROP pursuant to this Section 3.1(a) shall be equal to 20% of the aggregate initial Capital Contributions made by PRO Oncology and ROP pursuant to this Section 3.1(a). Provided ROP timely makes such additional initial Capital Contribution, no adjustment to any Member's initial Capital Contributions pursuant to this Section 3.1(a)(ii) shall result in any change in the number of Units held by such Member or any dilution of such Member's Percentage Interest. By way of example, (a) if the Estimated PRO Oncology Initial Capital Contribution is $1,000,000, the Appraised Equipment Value is $1,100,000, and the Estimated ROP Initial Capital Contribution is $250,000, then the Excess Equipment Value would be $100,000, and ROP would be required to make an additional initial Capital Contribution equal to $25,000.

(iii) In the event that the amount of the Estimated PRO Oncology Initial Capital Contribution exceeds the Appraised Equipment Value (with such excess amount referred to herein as the "Equipment Value Reduction"), not later than five (5) days after the Appraised Equipment Value is determined by the Equipment Appraisers, the Company shall be required to return (or, in the case that the Estimated ROP Initial Capital Contribution has yet to be made, adjust by means of updating of Schedule A) to ROP a portion of the Estimated ROP Initial Capital Contribution equal to the product of the Reduced Equipment Value multiplied by a fraction, the numerator of which is 20% and the denominator of which is 80%, such that the aggregate value of the initial Capital Contributions made by PRO Oncology pursuant to this Section 3.1(a) shall be equal to 80% of the aggregate initial Capital Contributions made by PRO Oncology and ROP pursuant to this Section 3.1(a), and the aggregate value of the initial Capital Contributions made by ROP pursuant to this Section 3.1(a) shall be equal to 20% of the aggregate initial Capital Contributions made by PRO Oncology and ROP pursuant to this Section 3.1(a). Provided the Company returns such portion of the Estimated ROP Initial Capital Contribution to ROP, no adjustment to any Member's initial Capital Contributions pursuant to this Section 3.1(a)(ii) shall result in any change in the number of Units held by such Member or any dilution of such Member's Percentage Interest. By way of example, if the Estimated PRO Oncology Initial Capital Contribution is $1,000,000, the Appraised Equipment Value is $900,000, and the Estimated ROP Initial Capital Contribution is $250,000, then the Equipment Value Reduction would be equal to $100,000, and the Company shall be required to return to ROP a portion of the Estimated ROP Initial Capital Contribution equal to $25,000.

(iv) In exchange for the initial Capital Contributions made by the Members, as adjusted pursuant to this Section 3.1, if applicable, the Company issued to the Members, effective as of the Effective Date, the Units reflected on Exhibit A attached hereto. In the event that any Member fails to timely and fully fund its initial Capital Contributions required to be made by such Member pursuant to this Section 3.1, the number of such Units issued to the Company to such Member in exchange for such initial Capital Contributions required to be made by such Member shall be automatically reduced (and, correspondingly, such Member's Percentage Interest shall be reduced), with no action required of the Board or the Members, such that the issued and outstanding Units are held by the Members in proportion to the initial Capital Contributions actually and timely made by the Members.

(b) Each Member admitted to the Company by the Board after the Effective Date pursuant to Section 3.5 shall make such Capital Contributions for such number of Units as shall be designated by the Board, in its sole discretion.

(c) Exhibit A attached hereto and incorporated herein by such reference shall set forth the number of Units issued to the Members, and the Members' respective amounts of Unreturned Capital and Percentage Interests, with such exhibit being updated regularly by the Board when any adjustment to the Members' initial Capital Contributions or Units is made pursuant to Section 3.1(a), a Transfer has occurred, any additional Person is issued a Unit and/or admitted as a Member, any Member makes an additional Capital Contribution, or when any other applicable changes have occurred. The Board shall have the sole right and authority, without need for action or approval by the Members, to update and amend Exhibit A at any time and from time to time in order to set forth the number of Units issued to the Members, the aggregate Capital Contributions attributable to Units held by the Members, the Members' Percentage Interests, and the amounts of Unreturned Capital attributable to the Units held by the Members, including at such time as any Person is issued Units, Transfers Units and/or is admitted as a Member, or when any other applicable changes have occurred.

3.2 Additional Capital Contributions.

(a) The Members understand and acknowledge that the Company may need additional funds beyond its existing capital from time to time, including without limitation, for any of the following purposes: (i) in order to avoid or mitigate material damage or loss to the Company or the Company's business, and/or (ii) in order to fund or pay for: (x) the maintenance or continuation of the Company's business or operations in their ordinary and customary course, (y) the repair, maintenance or necessary improvement of any facilities utilized in the Company's business or operations, or (z) any income tax, withholding tax, payroll tax, or property tax liability or obligation of the Company. To the extent that the Board makes a good faith determination that the Company requires additional funds, and such funds are not available from reserve accounts or any other funds held by the Company, then the Board may provide written notice to the Members requesting them to make additional Capital Contributions to the Company, which notice shall include the amount of cash required to fund the additional Capital Contributions and the number of Units that will be issued in exchange for such additional Capital Contributions. The Board may also provide written notice to the Members requesting the Members to make additional Capital Contributions for the purpose of the Company paying any outstanding Deficit Loan or outstanding loan from a Member to the Company as contemplated by Section 3.4. Any Capital Contribution requested from the Members pursuant to this Section 3.2(a) will be referred to herein as an "Additional Contribution." No Member shall be obligated to fund any portion of any Additional Contribution. With respect to each Additional Contribution, the written notice requesting such Additional Contribution issued by the Board (each, a "Capital Request Notice") shall specify each Member's pro rata share of such Additional Contribution (based on the Members' respective Percentage Interests) and the date by which the Board requests that the Additional Contribution be made (the "Contribution Date"), which Contribution Date shall not be fewer than fifteen (15) days after the Members receive, or are deemed to receive pursuant to Section 10, the Capital Request Notice. Each Member's pro rata share of any Additional Contribution is referred to herein as such Member's "Requested Contribution". In exchange for any Additional Contribution requested by the Board to be made pursuant to this Section 3.2(a), each Member who makes any of such Member's Requested Contribution with respect to such

Additional Contribution shall be issued the same number of Units for each one dollar (or portion thereof) of additional Capital Contribution made by such Member.

(b) A Member that fails to contribute all of its Requested Contribution to the Company on or before the Contribution Date is referred to herein as a "Non-Contributing Member", and a Member that has funded all of its Requested Contribution on or before the Contribution Date is referred to herein as a "Contributing Member". If, in the context of any Additional Contribution, there exists at least one Non-Contributing Member and at least one Contributing Member, then each Contributing Member shall exercise, as its sole remedy, one of the following two options:

(i) Each such Contributing Member may withdraw its Requested Contribution, in which event the Company shall refund to such Member its Requested Contribution within two (2) business days after written notice from such Member; or

(ii) Each such Contributing Member may elect to advance to the Company all or any part of the applicable Additional Contribution as a loan to the Company (with the aggregate amount of such loan (and all accrued and unpaid interest thereon) being referred to herein as a "Deficit Loan"). A Deficit Loan shall bear interest on the outstanding principal amount thereof at an annual rate equal to the Prime Rate plus three percent (3%). Payments on any Deficit Loan by the Company shall be applied first to the payment of accrued and unpaid interest on such Deficit Loans, and second, to the repayment of the principal amount of such Deficit Loan. If more than Contributing Member elects to make such Deficit Loan, then each electing Contributing Member shall make such Deficit Loan pro rata based on the relative Percentage Interests owned by the electing Contributing Members.

(c) If a Deficit Loan shall be outstanding for more than 60 days, at any time and from time to time thereafter, each Contributing Member that made all or any portion of such Deficit Loan shall have the right, upon first giving ten (10) days' written notice to the Company and each other Contributing Member that made a portion of such Deficit Loan (if any), to contribute to the capital of the Company such Contributing Member's share of such Deficit Loan (including, without limitation, any interest accrued thereon). Each such Contributing Member who provides such written notice is referred to herein as a "Contributing Deficit Loan Member." Such Contributing Deficit Loan Member shall be deemed to have made the applicable Additional Contribution to the capital of the Company on the date that is ten (10) days after the applicable written notice was given by such Contributing Deficit Loan Member. In the event that any other Contributing Member that made a portion of such Deficit Loan provides written notice that it is exercising its right to contribute its share of such Deficit Loan to the capital of the Company within ten (10) days after the giving of such first written notice, such other Contributing Member shall be deemed to have given its written notice on the same date as such first written notice was given, and all Additional Contributions made by such Contributing Deficit Loan Members shall be deemed to have been made simultaneously for purposes of this Section 3.2(c).

(d) In the event that there is at least (i) one Contributing Member who does not withdraw its Requested Contribution pursuant to Section 3.2(b)(i) and/or Contributing Deficit Loan Member (each, a "Participating Member") and (ii) at least one Non-Contributing Member with respect to any Additional Contribution, the Company shall issue additional Units to each Participating Member to take into account the amount of any Additional Contribution made by the Participating Members. The Company shall issue that number of Units to each Participating Member that

corresponds to the amount of the Additional Contribution made by such Participating Member. The Members acknowledge that the issuance of additional Units with respect to any Additional Contribution will result in the dilution of each Non-Contributing Member's Percentage Interest.

(e) In no event shall any Person other than the Board, acting in accordance with and pursuant to Section 3.2(a), have any right to request, cause, impose or require an Additional Contribution or to otherwise request, require or compel the Members to contribute any additional funds or capital to the Company. The provisions of Section 3.2(a) shall not confer any enforcement rights or other benefit, whether deemed or actual, upon any person or entity not a party to this Agreement (including, without limitation, any creditor of the Company or of any Member).

3.3 Other Matters Relating to Capital Contributions.

(a) Except for Deficit Loans converted to Capital Contributions pursuant to Section 3.2(c), loans by any Member to the Company shall not be considered Capital Contributions.

(b) Except as may be expressly provided herein, no Member shall be entitled to withdraw, or to the return of, any part of the Capital Contribution of such Member or to receive property or assets other than cash from the Company for any reason whatsoever.

(c) No interest shall be paid by the Company on Capital Contributions.

(d) No Member shall have any personal liability for the repayment of any Capital Contribution of any other Member.

(e) The Members shall look solely to the Company Assets for the return of their respective Capital Contributions by virtue of distributions made to the Members in accordance with Section 5, and no Member shall be entitled to priority over any other Member with respect to any such distributions except as may be expressly provided herein.

3.4 Loans. In the event the Board shall determine that funds are reasonably necessary for maintaining and protecting the Company Assets or conducting the Company's business, the Board shall be authorized to borrow funds on behalf of the Company from a commercial lending institution and/or from one or more of the Members and/or their Affiliates without notification to any of the Members, and all or any portion of the Company Assets may be pledged or conveyed as security for such indebtedness. Any such loan will bear interest at such rate, be secured in such manner and be repayable on such terms as the Board deems advisable; provided, however, that if such loan is from one or more of the Members and/or their Affiliates, then the terms of such loan must be fair and reasonable as to the Company at the time such loan is approved by the Board, taking into consideration whatever factors the Board deems relevant. In the event that any Member or any Affiliate of a Member shall loan money to the Company (including, without limitation, as a Deficit Loan), the principal and interest with respect to such loan shall be fully paid prior to any distribution of cash to the Members under the terms of this Agreement, unless such loan agreement or promissory note contains a specific provision to the contrary.

3.5 Sale or Issuance of Additional Units by Board. In the event the Board determines that funds are reasonably necessary for maintaining and protecting the Company Assets or conducting the Company's business, the Board is authorized to raise capital for the Company by offering and selling

to certain Persons any number of Units, or to otherwise sell or issue additional Units, on such terms and conditions as the Board shall determine in its sole and absolute discretion. Each Person who acquires Units shall become a Member at such time as, and only if, such Person has: (a) contributed the full amount of any Capital Contribution, if any, for such Units to the Company, and (b) become a party to this Agreement by executing and delivering to the Board such documents as the Board may require, including, without limitation, a Joinder. The Unit Holders expressly acknowledge and agree that in connection with any such offering, sale or issuance of Units, the then existing Unit Holders shall not have any preemptive or other rights to participate therein and the Percentage Interests and certain allocations will be correspondingly reduced/diluted as a consequence of any such offering, sale or issuance, unless and to the extent that such Unit Holder proportionately participates, if permitted, in such offering, sale or issuance.

SECTION 4
CAPITAL ACCOUNTS

4.1 Capital Accounts. The Company shall establish on the books of the Company for each Member a Capital Account which shall be adjusted and maintained in accordance with Code Section 704(b), the principles set forth in Regulations Sections 1.704-1(b) and 1.704-2, and the terms of this Agreement. The Member's Capital Account and the adjustments thereto are further described in the definitions set forth in Section 2 hereof.

4.2 Determination of Capital Accounts. Except as otherwise provided herein, whenever it is necessary to determine the Capital Account of any Member, the Capital Account of the Member shall be determined after giving effect to the allocations for the Company's current Allocation Period of all items of income, gain, loss, deduction and credit and all distributions for such Allocation Period pursuant to Section 5 for transactions occurring prior to the date such determination is made.

4.3 Return of Capital. The Members shall look solely to the Company Assets for the return of their respective Capital Contributions and Unreturned Capital, and if the Company Assets remaining after provision for payment or discharge of the Company's debts and liabilities are insufficient to return the capital of the Members, no Member shall have any recourse against the personal assets of any other Member for that purpose. No distributions to any Member pursuant to Section 5 in return of any part of such Member's Capital Contribution or Unreturned Capital shall result in any dilution of such Member's Percentage Interest, unless such distribution is made in connection with the full or partial redemption of such Member's Membership Interest.

4.4 Deficit Capital Accounts. Notwithstanding any provision of this Agreement, if upon the liquidation of the Company or of a Member's interest in the Company (within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g)), a Member has a deficit in his or its Capital Account (after giving effect to all contributions, distributions and allocations for all Allocation Periods, including the one in which such liquidation occurs), notwithstanding any custom or rule of law to the contrary, such Member shall not have any duty or obligation to make a contribution to the capital of the Company to restore such deficit to any extent, and such deficit balance shall not be considered an asset of the Company nor a debt or other liability owed by such Member to the Company or to any other Person for any purpose whatsoever.

4.5 Nomenclature. Any reference to the allocation of profits, losses or other items to, the payment of distributions to, or the maintenance of, a Capital Account of a Member shall include a Unit Holder unless the context clearly indicates otherwise.

SECTION 5
ALLOCATIONS AND DISTRIBUTIONS

5.1 Allocation of Profits and Losses**.** After giving effect to the special allocations set forth in Section 5.3 and Section 9.4, and after taking into account distributions and Capital Contributions made during such Allocation Period, Profits and Losses for each Allocation Period shall be allocated proportionately among the Members in a manner such that the Capital Account of each Member, immediately after giving effect to such allocation, is, as nearly as possible, equal to (i) the amount of distributions that hypothetically would be made to such Member during such Allocation Period if: (a) the Company were dissolved and terminated; (b) its affairs were wound up and each Company Asset was sold for cash equal to its Gross Asset Value; (c) all Company liabilities were satisfied (other than liabilities the discharge of which would give rise to a deduction for U.S. federal income tax purposes and limited with respect to each nonrecourse liability to the Gross Asset Value of the assets securing such liability); and (d) the net assets of the Company were distributed in accordance with Section 5.6(a) and Section 5.6(b), to the Members immediately after giving effect to such allocation, minus (ii) such Member's share of Company Minimum Gain and Member Nonrecourse Debt Minimum Gain computed immediately prior to such hypothetical sale of Company assets. The Tax Matters Representative may, subject to approval of the Board, adjust such allocations (whether or not consistent with the above) as it deems necessary or appropriate in order to effectuate the intended economic arrangement of the Members.

5.2 General.

(a) Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, credits, and any other allocable items (collectively, "Allocable Items") not otherwise provided for shall be divided among the Members in the same proportions as they share Profits and Losses, as the case may be, for the applicable Allocation Period.

(b) The Members are aware of the income tax consequences of the allocations made by this Section 5 and hereby agree to be bound by the provisions of this Section 5 in reporting their shares of Company income and loss for federal income tax purposes.

(c) For purposes of determining the Allocable Items allocable to any Allocation Period, such Allocable Items shall be determined on a daily, monthly, or other basis, as determined by the Board using any permissible method under Code Section 706 and the Regulations thereunder.

(d) Solely for purposes of determining a Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Regulations Section 1.752-3(a)(3), the Members' interests in Company Profits are in proportion to their Percentage Interests.

(e) To the extent permitted by Regulations Section 1.704-2(h)(3), the Members shall endeavor to treat distributions of Available Cash as having been made from the proceeds of a Nonrecourse Liability or a Member Nonrecourse Debt only to the extent that such distributions would cause or increase an Adjusted Capital Account Deficit for any Member.

5.3 Regulatory Allocations; Section 754 Adjustment.

(a) Code Section 704 and the Regulations issued thereunder, including the provisions of such Regulations addressing qualified income offset provisions, minimum gain chargeback requirements and allocations of deductions attributable to nonrecourse debt and partner recourse debt, are hereby incorporated by reference (collectively, the "Regulatory Allocations"). If, as a result of the provisions of Code Section 704 and such Regulations, Allocable Items are allocated to the Members in a manner that is inconsistent with the manner in which they intend to divide such items as reflected in Section 5.1, to the extent permitted under such Regulations, Allocable Items shall subsequently be allocated among the Members so as to prevent such allocations from distorting the manner in which the net amounts of Allocable Items will be divided among the Members pursuant to this Agreement. To clarify, the Board shall make such offsetting special allocations of Company income gain, loss or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to Section 5.1.

(b) To the extent an adjustment to the adjusted tax basis of any Company Asset pursuant to Code Sections 734(b) or 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of such Member's Interest in the Company, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such gain or loss shall be specially allocated to the Members in accordance with their interests in the Company in the event Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made in the event Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

5.4 Tax Allocations: Code Section 704(c). In accordance with Code Section 704(c), and the Regulations promulgated thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value (computed in accordance with the definition of Gross Asset Value) using the traditional method with curative allocations as set forth in Regulations Section 1.704-3(b), unless some other method is approved by the Board. In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraph (ii) of the definition of Gross Asset Value, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder. Any elections or other decisions relating to such allocations shall be made by the Board in any manner that reasonably reflects the purpose and intention of this Agreement.

5.5 Distribution of Available Cash Prior to Dissolution. Prior to the occurrence of an Event of Dissolution (other than an Event of Dissolution described in Section 9.1(d) which is followed by a reinstatement of the Company as described in Section 9.2), Available Cash, if any, shall be distributed at such time or times as are approved by the Board, in its discretion, concurrently to and among the Members in proportion to their respective Percentage Interests.

5.6 Distributions After Dissolution. Upon the occurrence of an Event of Dissolution (other than an Event of Dissolution described in Section 9.1(d) which is followed by a reinstatement of the Company as described in Section 9.2), except to the extent that any Member agrees to accept distributions in kind of non-cash Company Assets, the non-cash assets of the Company shall be converted to cash or its equivalent and the Company's affairs shall be wound up with reasonable speed but with a view towards obtaining fair market value for such assets which are to be sold. Thereafter, the Company Assets remaining after payment of all liabilities of the Company (including, but not limited to, any amounts owed to any Member with respect to any loan made by such Member to the Company), and the establishment of such cash reserves for any contingent liabilities, or liabilities not liquidated as to amount, as are deemed reasonably necessary or appropriate by the Board or other Person liquidating the Company (provided that the balance of such reserves is distributed to the Members as soon as practicable and in accordance with this Section 5.6) and after all adjustments to the Members' Capital Accounts have been made, shall be distributed by the end of the Fiscal Year during which the liquidation of the Company occurs (or if later, within ninety (90) days after the date of such liquidation) to the Members in the following manner and order of priority:

(a) First, concurrently to and among those Members having Unreturned Capital to the extent of, and in proportion to, their relative Unreturned Capital until all such Members shall receive distributions pursuant to this Section 5.6(a), in an aggregate, equal to the aggregate of their Unreturned Capital; provided, if the amount available for such distribution pursuant to this Section 5.6(a) shall be insufficient to satisfy such Unreturned Capital in full, then such amount shall be distributed pro rata to and among the Members on the basis of their relative Unreturned Capital; and

(b) The balance, if any, concurrently to and among the Members in proportion to their respective Percentage Interests.

5.7 Distributions in Kind. If any Company Assets are to be distributed in kind rather than sold, such Company Assets shall be distributed on the basis of the fair market value thereof and any Member entitled to any interest in such Company assets pursuant to this Section 5.7 shall receive such interest therein as a tenant-in-common with all other Members so entitled. Unless otherwise agreed by all of the Members, the fair market value of such Company Assets shall be determined by an appraisal prepared by an appraiser approved by the Board and paid for by the Company.

5.8 Distribution in Cash Only. Except as provided in Section 9.3, no Member in its capacity as a Member shall have the right to demand or receive property other than cash from the Company for any reason whatsoever and no Member shall have the right to sue for partition of the Company or for the Company's assets.

5.9 Good Faith Distribution by Board. Upon the good faith determinations of the Board as to the amount of Available Cash and to distribute all or a portion of such Available Cash in accordance with this Section 5, the Board shall incur no liability on account of such distribution, even though such distribution may have resulted in the Company retaining insufficient funds for the operation of its business, which insufficiency resulted in loss to the Company or necessitated the borrowing of funds by the Company. Distributions made hereunder shall be made to the last Persons recognized as holders of Membership Interests as of the last day of the period preceding the date of distribution to which the distribution relates.

5.10 Amounts Withheld. The Company shall be entitled to withhold and pay over all amounts required to be withheld pursuant to the Code (including, without limitation, Code Sections 1441, 1442, 1443, 1445 and 1446) or pursuant to any provision of any federal, foreign, State or local tax or other law with respect to: (i) any payment or distribution to the Company; (ii) any payment or distribution to any Member; or (iii) any allocation of income, gain, loss or deduction of the Company to any Member. All amounts so withheld pursuant to the Code or any provision of any federal, foreign, State or local tax law with respect to any payment or distribution to the Company or to any Member, or with respect to any allocation to any Member of income, gain, loss or deduction of the Company, shall be treated as amounts distributed to the Member to which such distribution or allocation is attributable pursuant to this Section 5 for all purposes under this Agreement.

5.11 Setoff. The Company shall be entitled, in the sole discretion of the Board and with written notification of the taking of such action, to offset against or otherwise apply to any amounts otherwise payable to any Member hereunder (whether as distributions or otherwise) any amounts due, payable or owing (whether now or in the future) to the Company from such Member, or from any Affiliate of any such Member.

5.12 Nomenclature. For purposes of making allocations of Profits, Losses and Allocable Items and distributions pursuant to this Section 5, any reference to a Member shall include each Unit Holder that is not a Member, and any reference to a Member or Membership Interest in any defined term used in this Section 5 shall include each Unit Holder that is not a Member and the Units held by such Unit Holder to the extent (and only to the extent) necessary to make the allocations of Profits, Losses and Allocable Items and distributions pursuant to this Section 5.

SECTION 6
MANAGEMENT OF THE COMPANY

6.1 Board of Managers.

(a) The Company hereby establishes a Board of Managers (the "Board") consisting of five (5) Persons, each of whom shall be designated a "Manager" (with the meaning ascribed to such term in the Act). The Board and the manner of appointing the Manager(s) shall be continued by the Company and the Members in accordance with the terms set forth herein. The number of Persons comprising the Board may be increased or decreased (but not below one (1)) at any time or from time to time only upon obtaining the written approval of a Majority in Interest of the Members. The Manager(s) shall be appointed or elected to the Board as provided in Section 6.1(c) and, if applicable, Section 6.1(d). Management of this Company is vested exclusively in the Board and, except as provided in Section 6.5(b)(i) with respect to Board Exclusive Decisions, the Center

Manager. The names and addresses of the Manager(s) as of the Effective Date are as set forth in the attached Exhibit C, as the same may be updated and/or amended by the Board from time to time, when Managers are appointed in accordance with the terms set forth herein. All Managers other than the Managers appointed by PRO Oncology pursuant to Section 6.1 shall be required to sign Exhibit D acknowledging their receipt of a copy of this Agreement and confirming their acceptance of the terms set forth herein as a condition of their appointment as Manager, including compliance with the terms of Section 13 (Restrictive Covenants) and Section 15.24 (Beneficial Ownership Reporting).

(b) Effective as of the Effective Date, the following five (5) individuals are hereby appointed as the sole Managers comprising the Board: Christopher McAlpine (appointed by PRO Oncology), Michael Moehring (appointed by PRO Oncology), Matthew Graybill (appointed by PRO Oncology), David Diamond, MD (appointed by ROP), and Vikram Saini, JD (appointed by ROP). Each Manager shall hold office until such Manager's successor is appointed and qualified or until such Manager's earlier resignation or removal. The election or removal of any Manager shall be effected solely in accordance with the provisions of Section 6.1(c), Section 6.1(d) (if applicable), Section 6.1(e), and Section 6.1(f). Any Manager may resign at any time upon notice given in writing or by electronic transmission to each of the other Managers, or to all of the Members if there is no other Manager**.**

(c) Except as provided in this Section 6.1(c) and Section 6.1(f), each of PRO Oncology and ROP (in each case, an "Appointing Member"), for so long as such Appointing Member is a Member, shall have the right to appoint the following number of Managers: (i) PRO Oncology shall have the right to appoint three (3) Managers; and (ii) ROP shall have the right to appoint two (2) Managers. Except as provided in Section 6.1(e) and Section 6.1(f), each such Appointing Member shall have the right to remove and replace its appointed Managers (or, if applicable, the Managers that such Appointing Member would have had a right to appoint pursuant to this Section 6.1(c) had such Appointing Member been an Appointing Member at the time of such Manager's appointment) at any time and from time to time; provided, that such Appointing Member shall first provide written notice to the Board no fewer than three (3) business days prior to the proposed date of the intended action, setting forth its intention with regard to the taking of such action. No Member shall have the right to remove or replace any Manager appointed by another Appointing Member except as provided in Section 6.1(e) or Section 6.1(f). Except as provided in Section 6.1(f), in the event that a Manager appointed by an Appointing Member resigns, such resigning Manager's successor shall be appointed by the Appointing Member who appointed such resigning Manager (or, if applicable, by the Appointing Member who would have the right to appoint such Manager pursuant to this Section 6.1(c) had such Appointing Member been an Appointing Member at the time of such Manager's appointment). In the event that an Appointing Member Transfers a majority of its Units to a Person in accordance with Section 8.1(d), upon such Person being admitted as a Substituted Member in accordance with Section 8.1(g), such Transferring Appointing Member (in each case, a "Former Appointing Member") shall cease to be an Appointing Member, such Person shall become an Appointing Member (a "Successor Appointing Member"), and except as provided in Section 6.1(e) or Section 6.1(f), the Manager(s) appointed by the Former Appointing Member may be removed and replaced by such Successor Appointing Member in accordance with this Section 6.1(c); provided, however, that if an Appointing Member Transfers a majority of the Units held by such Appointing Member to more than one other Person but none of such other Persons holds a majority of the Units held by such Appointing Member immediately prior to consummation of such Transfer, then such Appointing Member shall cease to be an Appointing Member (and become a Former Appointing

Member), none of such other Persons shall be a Successor Appointing Member, and pursuant to Section 6.1(d), any Manager appointed by such Transferring Appointing Member shall become subject to appointment, removal and replacement by a Majority in Interest of the Appointing Members pursuant to Section 6.1(d). In the event that a Transfer of Units by a Former Appointing Member results in there being no Successor Appointing Member with respect to such Former Appointing Member, then the Appointing Member status attributable to the Units held by such Former Appointing Member shall permanently lapse, and any Manager appointed, or subject to appointment, by such Former Appointing Member shall be appointed pursuant to Section 6.1(d).

(d) A Majority in Interest of the Appointing Members shall have the right to appoint each Manager (if any) other than the Manager(s) appointed pursuant to Section 6.1(c). Unless and until a Majority in Interest of the Appointing Members obtains the right to appoint one or more Managers pursuant to Section 6.1(c) or Section 6.1(f) or because the number of Managers has been increased to a number greater than five (5) pursuant to Section 6.1(a), a Majority in Interest of the Appointing Members shall not have the right to appoint any Manager pursuant to this Section 6.1(d). A Majority in Interest of the Appointing Members shall have the right to remove and replace each Manager appointed pursuant to this Section 6.1(d) at any time and from time to time; provided, that a Majority in Interest of the Appointing Members shall first provide written notice to the other Managers (unless there are no other Managers) no fewer than three (3) business days prior to the proposed date of the intended action, setting forth its intention with regard to the taking of such action. In the event that a Manager appointed pursuant to this Section 6.1(d) resigns, such resigning Manager's successor shall be appointed by a Majority in Interest of the Appointing Members.

(e) Notwithstanding any provision to the contrary in Section 6.1(c), a Manager appointed by an Appointing Member may be removed from his or her position as a Manager of the Company for "Good Reason" upon the determination thereof and approval by: (i) the other Managers, acting unanimously, and (ii) those Appointing Members, excluding the Appointing Member that appointed such Manager, holding more than fifty percent (50%) of the Percentage Interests held by such Appointing Members (a "Majority in Interest of the Other Appointing Members"). Except as provided in Section 6.1(f), the Appointing Member who appointed such removed Manager pursuant to Section 6.1(c) (or the Successor Appointing Member to such Appointing Member) shall have the right to appoint such removed Manager's replacement pursuant to Section 6.1(c); provided, however, that the replacement Manager cannot be the same Person as the removed Manager. For purposes of this Section 6.1(e), "Good Reason" shall mean: (I) conviction of such Manager by a court of law having jurisdiction over such Manager for (or the plea of nolo contendre by such Manager to a charge of) (A) fraud, misappropriation, or embezzlement having a material, negative affect on the business of the Company, or any of its Affiliates, (B) any felony resulting in the incarceration of such Manager for a period in excess of one (1) year, or (C) any violation of a federal or state health care law or regulation that is applicable to the Company; or (II) such Manager's violation of or failure to comply with (A) any material federal or state law, regulation, or rule applicable to the Company's business, including (without limitation) any material regulation or rule governing or promulgated by the U.S. Securities and Exchange Commission or any state securities commission or agency, or (B) any federal or state health care law applicable to the Company, as determined in the good faith determination of (x) the other Managers, acting unanimously, and (y) a Majority in Interest of the Other Appointing Members.

(f) In the event that an Appointing Member's Membership Interest is converted into a nonvoting Company Interest pursuant to the terms of this Agreement (including, without limitation, pursuant to Section 8.1(f) or Section 8.11(c)), except as provided in Section 8.11(c), such Member shall no longer be an Appointing Member and shall no longer be entitled to appoint, elect, remove or replace any Manager as set forth in Section 6.1(c), the Manager appointed by such Appointing Member (or, if applicable, its predecessor Former Appointing Member) shall be automatically and immediately, without any action required of such Appointing Member, any other Member, any Manager, the Board or the Company, be deemed to have been removed by such Appointing Member, and any Manager appointed by such Appointing Member shall become subject to appointment, removal and replacement by a Majority in Interest of the Appointing Members pursuant to Section 6.1(d).

(g) The Company shall take any and all acts or actions set forth in any resolution or action that is duly authorized by and within the scope of authority of the Board as set forth herein or otherwise pursuant to the Act (but only to the extent the Act does not conflict with the procedures set forth herein). Any resolution or action within the scope of the Board's authority as contemplated by this Agreement that is adopted, approved, voted on, or otherwise consented to by a majority of the Managers at a duly called meeting of the Board at which a quorum is present shall constitute a resolution or action duly authorized by the Board. A quorum for a meeting of the Board shall consist of the presence of a majority of the Managers then comprising the Board.

(h) Notwithstanding anything to the contrary contained herein, and despite the fact that no notice has been given, meeting has taken place or no vote has been taken, any resolution or action shall be considered duly adopted and authorized by the Board if a consent or consents in writing, setting forth the resolution so adopted or the action so taken, shall be signed by all of the Managers.

6.2 Meetings of the Board.

(a) Meetings of the Board are public meetings open to the public at all times, and no resolution, rule, or formal action shall be considered binding except as taken or made at such meeting. Regular meetings of the Board shall be held no fewer than two (2) times per calendar year at times and places specified by the Board (acting by a majority of the Managers) by written notice to the Managers at least seven (7) calendar days prior to the date of such meeting. Any Manager may call a special meeting of the Board by providing the Managers with written notice of such meeting at least twenty-four (24) hours prior to the meeting. Such notice shall state the date, time, place, and purpose or purposes of the meeting, with such purpose or purposes to be set forth with reasonable particularity. The business transacted at a special meeting of the Managers shall be limited to the purpose(s) stated in the notice of the meeting unless otherwise approved by the other Managers.

(b) Notice of any meeting shall be (i) prominently displayed in the area in which the meetings will be held, (ii) published in a newspaper of general circulation in Brevard County, and (iii) delivered in person, by U.S. mail, by an internationally recognized overnight courier service (such as Federal Express or DHL), by facsimile transmission, or means of other authorized electronic transmission (such as Internet email). If delivered in person, notice is deemed given when it is delivered to the recipient Manager. If mailed, notice is deemed given two (2) Business Days after the date on which such notice is deposited in the United States mail, postage prepaid, addressed to the recipient Manager at such Manager's address as it appears on the records of the Company. If

delivered by overnight courier, notice is given one (1) Business Day after the date on which such notice is deposited with such courier, delivery costs prepaid, addressed to the recipient Manager at such Manager's address as it appears on the records of the Company. If delivered by facsimile transmission, notice is given upon the sender's receipt of confirmation of delivery as issued by the sender's transmission device, reflecting delivery to the recipient Manager's facsimile number as it appears on the records of the Company (to the extent such number has been provided to the Company by such Manager). Delivery by other means of electronic transmission shall be permitted only to the extent the recipient Manager has previously authorized the Company to issue notices to him by such means. In such event, notice is given upon such transmission by sender to such electronic address for the Manager as it appears on the records of the Company as having been provided to the Company by such Manager.

(c) Each meeting of the Board will be held at the Company's principal place of business unless otherwise approved by the Board. Any meeting of the Board may be adjourned from time to time to another date and time and, subject to the first sentence of this Section 6.2(c), to another place. If at the time of adjournment the Board announces the date, time, and place at which the meeting will be reconvened, and such information will be prominently displayed on the Company's website.

(d) A Manager may waive notice of the date, time, place and purpose or purposes of a meeting of the Board. A waiver may be made before, at, or after the meeting, and may be made either in writing or orally (provided, that any oral waiver shall be reflected in the minutes of the meeting). In addition, attendance by a Manager at a Board meeting shall constitute a waiver of notice of such meeting, unless the Manager objects at the beginning of such meeting to the transaction of business at such meeting because it had not been properly called or convened, or the Manager may object with respect to an item of business called at a meeting if he or she objects prior to a vote on such item of business, but only to the extent that such Manager had not received proper prior notice of such item of business. In the event of any such objection, the meeting shall not continue or such item shall not be discussed, as appropriate until such meeting shall be duly called or the purpose of such meeting be properly disclosed to the Managers.

(e) The Board shall cause to be kept a book of minutes of all of its meetings in which there shall be recorded the time and place of such meeting, whether regular or special, and if special, by whom such meeting was called, the notice, if any, thereof given, the names of those present, and the proceedings thereof. Copies of any resolutions or actions taken by written consent in lieu of a meeting shall also be filed in such minute book.

(f) Managers may not participate in a meeting of the Board by proxy.

(g) No Manager, solely in its, his or her capacity as such, will be entitled to any compensation for managing the Company or its business and affairs. However, the Company shall pay or reimburse each Manager for all ordinary and necessary costs and expenses incurred by such Manager in the course of managing the business and affairs of the Company.

6.3 Powers of the Board.

(a) In addition to the powers granted to the Board pursuant to other provisions of this Agreement, the Board, and the Center Manager to the extent set forth in Section 6.6, shall have

the exclusive right and power to manage the business and the affairs of the Company with all powers necessary, advisable, or convenient to manage, control, administer and operate the business and affairs of the Company for purposes herein stated, to make all decisions affecting such business and affairs, and to do all things that are necessary or desirable in the conduct of the business and affairs of the Company.

(b) Except as provided in the last sentence of this Section 6.3(b), the Board shall have the sole authority to approve each of the Board Exclusive Decisions (as such term is defined in Section 6.5(b)(i)). Subject to the immediately preceding sentence, the right, power and authority to oversee, manage and conduct the day-to-day operations of the Company is granted to and vested in the Center Manager pursuant to, and in accordance with, the Management Services Agreement, which right, power and authority the Center Manager possesses and may exercise acting unilaterally and without requiring any action by the Board. The Board may further delegate to the Center Manager such additional duties and responsibilities as the Board may from time to time consider desirable, and the Center Manager shall, subject to any restraints or limitations imposed by the Board, exercise any and all such authority granted to it.

(c) Recognizing that certain of the following powers are unilaterally exercisable by the Center Manager pursuant to the day-to-day management authority granted to it pursuant to Section 6.3(b), and therefore subject to such grant of authority, the rights and powers of the Board shall include, without limitation, for Company purposes, the powers to:

(i) Appoint or remove any Board Appointed Officer;

(ii) Enter into the Management Services Agreement, any Equipment Lease Agreement, and the Real Property Lease Agreement;

(iii) Employ, retain or otherwise secure or enter into contracts with Members, Affiliates of Members, consultants, agents or firms to assist in the business of the Company, all on such terms for such consideration as the Board deems advisable, such consideration to be a normal operating expense;

(iv) Pay all operating costs and expenses associated with the ownership of Company Assets including without limitation, insurance, ad valorem taxes, maintenance costs, accounting and legal fees, and principal and interest due on any indebtedness encumbering Company Assets;

(v) Acquire, contract to acquire or enter into an option to acquire, sell, exchange, or convey title to, and to license, contract to sell or grant an option for the sale of any or all Company Assets, including, without limitation, the Company's ownership interests in any other Person, and any mortgage or leasehold interest or other property that may be acquired by the Company upon a transfer of the Company Assets;

(vi) Exercise any voting or other rights associated with any shares or interests in other entities which are owned and/or held by the Company;

(vii) Make any contract or guarantee, incur any liability, borrow any money, obtain any loan, form of credit or other financing, issue any notes, bonds or other obligations or pledge any Company Assets as security for any obligation;

(viii) Enter into joint venture agreements, trust agreements or other fiduciary agreements or arrangements for the purpose of holding legal or equitable title to the Company Assets and to lease all or any portion of any real property owned by the Company without limit as to the term thereof, whether or not such term (including renewal terms) will extend beyond the date of termination of the Company, and whether any property so leased is to be occupied by the lessee or, in turn, subleased in whole or in part to others;

(ix) Acquire and enter into any contract of insurance that the Board deems necessary and proper for the protection of the Company or its Affiliates, for the conservation of its assets, or for any purpose beneficial to the Company;

(x) Invest in short term government obligations, certificates of deposit or tax exempt obligations such funds of the Company as are temporarily not required in its opinion for use in conducting the business of the Company;

(xi) Admit new or additional Members, redeem and issue Membership Interests and additional Units, and cancel and/or otherwise evidence the forfeiture of any Membership Interests that may be forfeited pursuant to the terms of any applicable agreement, and, as provided in Section 3.1(c), make and implement corresponding amendments to Exhibit A and this Agreement in connection therewith;

(xii) Execute any guaranty, accommodation or endorsement reasonably incident to the conduct of the business of the Company;

(xiii) Open and maintain bank accounts for the deposit of Company funds, with withdrawals to be made upon such signature or signatures as the Board may designate;

(xiv) Appoint, designate or terminate the Company's accountant, attorneys, depository and lending institutions;

(xv) Enter into any material agreement or arrangement with a new insurance carrier or terminate or materially change or otherwise modify a material agreement or arrangement with an existing insurance carrier;

(xvi) Adopt or modify overall financial, tax and accounting policies for the Company;

(xvii) Form subsidiary entities of the Company;

(xviii) Prepare and file any statement of authority, or amendment or cancellation of any filed statement of authority, as set forth in Section 605.0302 of the Act (a "Statement of Authority"), but only to the extent that the Board reasonably

determines that such Statement of Authority, or amendment or cancellation thereof, is consistent with this Agreement or with any written direction given by a Majority in Interest of the Members; and

(xvix) Execute, acknowledge and deliver any and all instruments, documents, or agreements to effectuate the foregoing.

If at any time there is more than one Manager, each of the Managers agrees that he or she will not perform any act at any time to bind the Company unless he or she first shall have obtained the prior consent of the Board, and if required pursuant to any provision of this Agreement, the written consent of a Majority in Interest of the Members, and the Company shall not be bound by any such act of any Manager unless that prior consent shall have been obtained.

6.4 Dealing with Company by a Member or Manager.

(a) The fact that any Member or Manager is directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service or from or to which or whom the Company may buy or sell merchandise, services, materials or other property, shall not prohibit the Board, on behalf of the Company, from employing such person, firm or corporation or from otherwise dealing with them. Each Member consents to the payment of fees, remuneration, or other payments paid pursuant to contracts authorized by this Section, including, without limitation, contracts for services rendered by any Member or Manager and/or his or her Affiliates on behalf of the Company; provided, that such fees, remuneration, or other payments shall equal an amount that would generally be paid on an arms' length basis to a third party for comparable services.

(b) Nothing contained in Section 6.4(a) shall restrict the right of a Manager or any other Person to receive the income or distributions to which he would otherwise be entitled to hereunder as a Member and in such capacity.

6.5 Board Appointed Officers.

(a) The Company shall have a President, Secretary and Treasurer and such other Board Appointed Officers as may be designated by the Board pursuant to Section 6.3(b) from time to time, who shall act as agents of the Company. Each such officer shall have those powers as are customarily exercised by comparably designated officers of a Florida corporation, as such powers may be expanded and/or limited by the Board from time to time, and who shall have the power, in such capacity, to bind the Company through the exercise of such powers, to the extent consistent with the terms of this Agreement. The Board appointed the following individuals as the Board Appointed Officers of the Company as of the Formation Date, each of whom holds the office adjacent to his name, below, as of the Effective Date and shall, unless and until removed from office by the Board, act as an agent of the Company:

President:	Christopher McAlpine
Treasurer:	Michael Moehring
Secretary:	Vikram Saini

(b) Execution of Documents.

(i) Notwithstanding anything to the contrary in this Agreement (including, without limitation, Section 6.5(b)(ii)), unless otherwise approved by the Board, each of the decisions described in the attached Exhibit E (the "Board Exclusive Decisions") shall in any event require the prior approval of the Board, and neither any Board Appointed Officer nor the Center Manager shall have the power or authority to effect any Board Exclusive Decision without the prior approval of the Board.

(ii) Except to the extent of any conflict with a Statement of Authority filed by the Company, any deed, deed of trust, bill of sale, lease agreement, security agreement, financing statement, contract of sale or other contract or instrument purporting to bind the Company or to convey or encumber any Company Assets, may be signed by any Board Appointed Officer, or such other representative (including a Manager) as the Board may designate, after obtaining any approval required by this Agreement, and no other signature shall be required.

(iii) Except to the extent of any conflict with a Statement of Authority filed by the Company, any Person dealing with the Company shall be entitled to rely on a certificate of any Board Appointed Officer not named in the certificate as conclusive evidence of the incumbency of any such other Board Appointed Officer or other representative and his or her authority to take action on behalf of the Company, and shall be entitled to rely on a copy of any resolution or other action taken by the Board and certified by any Board Appointed Officer not named in the resolution as conclusive evidence of such action and of the authority of the other Board Appointed Officer or other representative referred to in such resolution to bind the Company to the extent set forth therein.

6.6 Powers of Center Manager. Except as provided in Section 6.5(b)(i) with respect to Board Exclusive Decisions, the right, power and authority to oversee, manage and conduct the day-to-day operations and activities of the Company shall be vested in the Center Manager pursuant to and subject to the terms and conditions set forth in the Management Services Agreement.

6.7 Limitation of Liability of Managers and Board Appointed Officers. No Manager, Board Appointed Officer, or other Company representative, (collectively, "Fiduciary") shall be liable, responsible or accountable in damages or otherwise to the Company or to any Member, or to any successor, assignee or transferee of the Company or of any Member, for any losses, claims, damages or liabilities arising from (a) any act performed, or the omission to perform any act, within the scope of authority conferred or reasonably believed to be conferred on the Fiduciary by this Agreement, except by reason of acts or omissions of the Fiduciary found by a court of competent jurisdiction upon entry of a final judgment to be due to bad faith, fraud, willful misconduct or a knowing violation of the criminal law; (b) the performance by the Fiduciary, or the omission to perform, any acts on advice of legal counsel, accountants or other professional consultants to the Company; (c) the negligence, dishonesty or bad faith of any consultant, employee or agent of the Company selected or engaged by the Fiduciary in good faith; (d) the disallowance or adjustment by taxing authorities of any deductions or credits in the Company's or a Member's income tax returns; or (e) distributions to the Members in accordance with the terms of this Agreement. Any amendment, modification or repeal of this Section 6.7 or any provision hereof shall be prospective only and shall not in any way affect the liability of any Fiduciary under this Agreement as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior

to such amendment, modification or repeal, regardless of when such claims may arise or be asserted, unless otherwise expressly agreed in writing to be amended, modified or repealed by such Indemnified Party.

Neither a Fiduciary nor any of its, his or her agents shall be liable to the Members for any actions taken by or on behalf of the Fiduciary, including the execution of a settlement agreement with the Internal Revenue Service so long as the Fiduciary, or any of its, his or her agents, acts in good faith in representing the interest of the Company and/or the Members.

6.8 Duties of Managers. No Manager will have any fiduciary duties to the Company or any of the Members other than the fiduciary duties of loyalty and care as set forth in this Section 6.8. The duty of loyalty of each Manager is limited to the following: (i) accounting to the Company and holding as trustee for it any property, profit, or benefit derived by such Manager in the conduct or winding up of the Company's activities and affairs or from the use such Manager of Company Property, and (ii) refraining from dealing with the Company in the conduct or winding up of the Company's activities and affairs as, or on behalf of, a Person having an interest adverse to the Company, except to the extent that a transaction satisfies the requirements of Section 605.04092 of the Act. The duty of care of any Manager is limited to not engaging in willful or intentional misconduct or a knowing violation of the law.

SECTION 7
RIGHTS AND OBLIGATIONS OF THE MEMBERS

7.1 Liability of Members. Except as provided in the Act, none of the Members shall have any personal liability with respect to the liabilities or the obligations of the Company.

7.2 Management of Business. The Members, as such, shall not take part in the management of the business of the Company, transact any business for the Company or have the power to sign for or bind the Company to any agreement or document, said powers being vested solely and exclusively in the Board, the Board Appointed Officers, and the Center Manager.

7.3 Duty to Account for Profits. Each Member shall account to the Company with respect to any profit derived by it, him or her without the consent of the Board or the Members from any transaction connected with the formation, conduct or liquidation of the Company or from any use of Company Assets.

7.4 Rights of Members. Each Member shall be entitled to:

(a) Solely with respect to those Members who are Appointing Members, appoint and remove the Managers to the extent provided in Section 6.1;

(b) The rights specified in the Act;

(c) All rights and powers of Members as are set forth elsewhere in this Agreement;

(d) Be indemnified in respect to payments made and personal liabilities reasonably incurred by him for the preservation of the Company business or property;

(e) Vote its Membership Interest as to any amendments to this Agreement as provided in Section 15.2, and vote on any other matter that the Board may put to a vote of the Members; and

(f) Have the Company books kept at the offices of the Company, and at all reasonable times to have access to and the right to inspect and copy any of them as such Member may be entitled under the Act as further described in Section 11.2.

7.5 Member Meetings.

(a) Regular meetings of the Members shall be held at times and places specified by a Majority in Interest of the Members without notice of the date, time, place or purpose of the meeting being required. In the event that any matter otherwise requires the approval of the Members under the terms of this Agreement or the Act, then any Member may call a special meeting of such Members by providing the other Members with written notice of such meeting at least two (2) Business Days prior to the date of the meeting. Such notice shall state the date, time, place and purpose or purposes of the meeting. The business transacted at a special meeting of the Members shall be limited to the purpose(s) stated in the notice of the meeting unless otherwise approved by a Majority in Interest of the Members.

(b) Each meeting of the Members will be held at the Company's principal place of business unless otherwise approved by a Majority in Interest of the Members. Unless otherwise approved by a Majority in Interest of the Members, the Member who called the meeting shall act as chairman of such meeting. Any meeting of the Members may be adjourned from time to time to another date and time and, subject to the first sentence of this Section 7.5(b), to another place. If at the time of adjournment the person chairing the meeting announces the date, time, and place at which the meeting will be reconvened, it is not necessary to give any further notice of the reconvening.

(c) A Member may waive notice of the date, time, place and purpose or purposes of a meeting of the Members. A waiver may be made before, at, or after the meeting, in writing, orally, or by attendance. Attendance by a Member at a meeting is a waiver of notice of that meeting, unless the Member objects at the beginning of the meeting to the transaction of business because the meeting is not properly called or convened, or objects before a vote on an item of business because the item may not properly be considered at that meeting and does not participate in the consideration of the item at that meeting.

(d) A Majority in Interest of the Members shall constitute a quorum at a meeting of the Members. If a quorum is present, the affirmative vote of a Majority in Interest of the Members shall be the act of the Members unless a greater affirmative vote is expressly required by the Articles, this Agreement or by applicable law.

(e) The Board shall cause to be kept a book of minutes of all Member meetings in which there shall be recorded the time and place of such meeting, whether regular or special, and if special, by whom such meeting was called, the notice, if any, thereof given, the names of those present, and the proceedings thereof. Copies of any consents in writing shall also be filed in such minute book.

(f) Members may participate in a Member meeting by means of conference telephone call or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and such participation shall constitute presence in person at such meeting.

(g) The Members may take any action without a meeting that could be taken at a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by Members that are necessary to authorize or take such action. Promptly after obtaining such authorization by written consent, written notice of the action taken shall be given to those Members entitled to vote and whom have not consented in writing. The notice shall fairly summarize the material features of the authorized action. Failure to provide the notice shall not invalidate the written consent.

(h) No Member will be entitled to any compensation for performing any services for the Company in his, her or its capacity as a Member. However, the Company shall pay or reimburse each Member for all ordinary and necessary costs and expenses incurred by such Member in that regard.

7.6 Waiver of Appraisal Rights. Notwithstanding anything to the contrary set forth in this Agreement concerning a Member's right to vote such Member's Membership Interest, and in accordance with Section 605.1006(2) of the Act, each Member hereby acknowledges and agrees that the appraisal rights to which such Member would otherwise be entitled pursuant to the Act have been, and are hereby, expressly waived by such Member, such that the Company has eliminated the appraisal rights otherwise described in Section 605.1006 of the Act. Each Member's execution of this Agreement (or subsequent Joinder to, or acknowledgment of being bound hereby) constitutes such Member's express and knowing authorization and approval of the fact that the appraisal rights set forth in Section 605.1006 of the Act shall be, and hereby are, eliminated.

7.7 Other Business. Subject only to the express restrictions set forth in this Agreement, including those set forth in Section 13 below, each Member may engage in whatever activities they choose (including without limitation, establishing or participating in businesses similar to the Company's business contemplated by this Agreement), whether the same are competitive with the Company or otherwise, without having or incurring any obligation to offer any interest in such activities to the Company or any other Member. Except as provided in Section 13, neither this Agreement nor any activity undertaken pursuant hereto shall prevent any Member from engaging in such activities, or require any Member to permit the Company or any Member to participate in any such activity, and as a material part of the consideration for the execution of this Agreement by each Member and the admission of each new Member, each Member hereby waives, relinquishes, and renounces any such right or claim of participation in any such activity and/or the right to receive any notice of or information with respect to the conduct of any such activity. No Member, as such, shall be required to devote his, her or its entire time or attention to the business of the Company or, in any event, more time or attention than shall be reasonably required to carry out his, her or its obligations under this Agreement.

SECTION 8
TRANSFER OF MEMBERSHIP INTERESTS

8.1 Transfer of Membership Interests.

(a) For purposes hereof, "Transfer" means the sale, exchange, pledge, encumbrance or other transfer or disposition by a Member of any part of his, her or its Membership Interest or Units, whether for a valuable consideration or as a gift, and whether voluntarily, involuntarily or by operation of law.

(b) For purposes of Section 8.1(d), a Member shall be deemed to have Transferred its Membership Interest or Units, as applicable, in the event that there is any assignment or other conveyance of any actual or beneficial ownership interest in such Member (whether for valuable consideration or as a gift, issuance of ownership interests, merger, consolidation, or otherwise, and whether voluntarily, involuntarily or by operation of law) that causes a Loss of Control (defined herein) of such Member. A "Loss of Control" of a Member shall occur or be deemed to occur at such time and in the event that the owners or beneficiaries of such Member as of the date such Member is first admitted as a Member of the Company (or, if a subsequent Transfer caused by a Loss of Control is approved as set forth in Section 8.1(d), as of the date of such Transfer) collectively (I) own, directly and indirectly, less than 51% of the outstanding ownership or beneficiary interests in the Member, or (II) cease, directly or indirectly, to have the ability to vote or otherwise appoint a majority of the members of Member's Board of Directors, trustees, or other governing body. In the event that any one or more transactions are implemented that will cause a Loss of Control of a Member, such Member shall give written notice of the occurrence of such Loss of Control to the Board within fifteen (15) days following the date on which such Loss of Control occurred.

(c) Membership Interests and Units are Transferable only on the books of the Company.

(d) Except as otherwise specifically set forth in this Agreement (including, without limitation, as set forth in Section 8.1(e), Section 8.6, Section 8.7, and Section 14), and subject to Section 8.1(f), no Member may Transfer all or any part of his, her or its Membership Interest or Units (or any right or component therein or thereof) to any Person, whether voluntarily, involuntarily or by operation of law, without the prior written approval of the Board, which approval may be withheld in the sole and absolute discretion of the Board.

(e) Notwithstanding the foregoing, and subject to the other provisions of this Agreement, a Member (but not a Unit Holder) may Transfer all or any part of such Member's Membership Interest and Units representing such Membership Interest to a Permitted Transferee (as defined herein), provided, that such Member first provides written notice of such Transfer (a "Permitted Transfer") to the Board. For purposes of this Agreement a "Permitted Transferee" shall mean any partnership, corporation, limited liability company, trust, estate, or other entity of which the Transferring Member directly holds one hundred percent (100%) of the issued and outstanding equity interests. As a condition of any Permitted Transfer permitted under this section, the Permitted Transferee to whom the Membership Interest and Units representing such Membership Interest will be transferred shall, prior to receipt of said Membership Interest and Units, execute a Joinder, or otherwise agree in writing, expressly for the benefit of the other parties to this Agreement, that said

Membership Interest and Units, and any other Membership Interest and Units thereafter acquired by such Permitted Transferee, shall be held subject to all the terms and conditions of this Agreement.

(f) Any actual, purported or attempted Transfer by any Member of all or any part of his, her or its Membership Interest or Units which does not comply with the provisions of this Agreement shall be void and of no effect. Further, unless otherwise approved in writing by the Board, upon any actual, purported or attempted Transfer by a Member of all or any part of his, her or its Membership Interest (including, without limitation, any Units associated therewith) that does not comply with the provisions of this Agreement and that is not cured within ten (10) days after written notice of such impermissible Transfer is provided to such Member by the Board or any Manager, (i) the holder of such Membership Interest and Unit(s) shall not have the right to thereafter vote such Membership Interest or Unit(s) on any matter brought before the Members; and (ii) if the holder of such Membership Interest and Unit(s) is otherwise an Appointing Member, (A) such holder shall no longer be an Appointing Member and shall no longer have any right to appoint or remove any Manager pursuant to Section 6.1(c), Section 6.1(d), Section 6.1(e) or Section 6.1(f), (B) notwithstanding anything in this Agreement to the contrary, each Manager appointed by, or subject to appointment by, such holder pursuant to Section 6.1(c) (if any) shall automatically be removed, without any further action being required by such holder, any other Member, any Manager, the Board or the Company, and (C) any Manager appointed by such holder shall become subject to appointment, removal and replacement by a Majority in Interest of the Appointing Members pursuant to Section 6.1(d) and Section 6.1(f). Each Member shall give written notice to the Board of any Transfer that does not comply with the provisions of this Agreement by the informing Member or any Person who has any direct or indirect interest in such Member within fifteen (15) days following the date of such Transfer.

(g) Any Person, not then a Member, to whom a Membership Interest or Unit is Transferred in accordance with the provisions of Section 8.1 shall agree in writing to be subject to the terms of this Agreement and shall, thereupon, become a substituted Member ("Substituted Member") hereunder, unless the approval of the Board to the Transfer, if required pursuant to this Agreement, is conditioned on the transferee of such Membership Interest or Unit not being admitted as a Substituted Member. A Substituted Member has, to the extent assigned, the rights and powers and is subject to the restrictions and liabilities, of a Member under this Agreement and the Act. A Substituted Member also is liable for the obligations of its assignor to make and return contributions as provided in the Act, and for certain other liabilities of the assignor as provided in the Act. If an assignee of a Membership Interest or Unit becomes a Substituted Member, the assignor is not released from his, her or its liability to the Company to the extent provided in the Act. The Substituted Member shall pay all reasonable expenses in connection with its admission to the Company, including, but not limited to, legal fees and other costs of preparing any amendment to this Agreement deemed necessary or desirable by the Company. If any Membership Interest or Unit is Transferred other than in accordance with the provisions of Section 8.1 or the transferee is not admitted as a Substituted Member (e.g., in the event the approval of the Board to a Transfer, if required pursuant to this Agreement, is conditioned on the transferee of such Membership Interest or Unit not being admitted as a Substituted Member), then (i) such transferee shall be an Assignee; (ii) such transferee will have the sole right to receive such distribution or distributions, and to receive such allocations of Allocable Items, to which the transferor was entitled, to the extent assigned to the transferee, and will not have any of the rights, power or authority of a Member hereunder or under the Act (including, without limitation, any voting rights), and (iii) except as provided in the Act, the transferor of such

Membership Interest or Unit, as applicable, shall thereafter be considered to have no further rights or interest in the Company with respect to the transferred Membership Interest or Unit, as applicable, but shall remain subject to any obligations under this Agreement and the Act with respect to such Membership Interest or Unit, as applicable.

(h) Any Person who receives a Unit or a Membership Interest as a consequence of a Transfer that is permitted or otherwise authorized pursuant to the terms of this Agreement shall only receive a Transferable Interest unless such Person joins in this Agreement with respect to such Membership Interest and is admitted to the Company as a Substituted Member as provided in Section 8.1(g). Upon such Person being admitted as a Substituted Member, the transferring Member shall then and thereafter have no further rights relative to the Transferred Units and/or Membership Interest.

(i) If a Member becomes bankrupt, dissolved, dies or becomes incompetent, the trustee, receiver, representative, or creditors committee of such Member or his or her estate shall succeed to all of the rights of such Member for the sole purpose of settling the business of such Member; provided, however, that if such an assignment and substitution is approved by the Board, such trustee, receiver, representative or creditors committee or an assignee thereof may become a Substituted Member in accordance with Section 8.1(g).

(j) Subject to the provisions of this Agreement and the Act, the dissolution, death, withdrawal, insanity, Bankruptcy, or substitution of any Member shall not interrupt the continuity of or cause the termination or dissolution of the Company.

8.2 Admission of Additional Members. Except as otherwise provided in this Agreement, upon the approval of the Board, one or more additional Members may from time to time be admitted to the Company as additional Members upon making such contributions to the capital of the Company (if any) in exchange for such Membership Interest(s) and Unit(s) as may be approved by the Board. In the event that any Person is admitted to the Company as a new Member in accordance with the terms of this Agreement, this Agreement and its exhibits shall be amended to the extent necessary or appropriate. In the event the admission of a new Member results in the dilution of the Percentage Interests of the existing Members, such dilution shall be borne by the existing Members in proportion to their respective Percentage Interests immediately prior to the admission of such new Member.

8.3 Dissociation.

(a) Notwithstanding anything to the contrary in the Act, except as a result of a Transfer permitted hereunder, no Member shall have the right to dissociate from the Company by voluntarily withdrawing from the Company as set forth in Section 605.0602(1) of the Act, unless such withdrawal is approved in writing by the Board (which approval or consent may be given or withheld in the sole discretion of the Board), and any attempt to voluntarily withdraw from the Company as set forth in Section 605.0602(1) of the Act without such approval shall be void and of no effect.

(b) Except as provided in Section 8.3(a), a Member shall be dissociated from the Company (i) as provided in the Act; and (ii) in the event that the Member Transfers any part of its, his or her Membership Interest and/or Unit(s) other than in accordance with the terms of this Agreement, and such impermissible Transfer is not cured within ten (10) days after written notice of such impermissible Transfer is provided to such Member by the Board or any Manager. The events causing dissociation of a Member may change from time to time due to changes in the Act. The effect

of a Member's dissociation is as provided in the Act except to the extent modified by this Agreement. The dissociation of a Member from the Company does not cause the dissolution of the Company except as provided in the Act (except as it may be modified by this Agreement).

(c) If a Member (the "Dissociated Member") is dissociated from the Company, and such dissociation, if required to be approved by the Board, is not approved in writing by the Board (which approval or consent may be given or withheld in the sole discretion of the Board), then such dissociation shall be considered "wrongful" within the meaning of the Act, in which event, such Dissociated Member shall then be considered a "Withdrawing Member" and such act of dissociation shall constitute an "Involuntary Transfer" (as defined in Section 8.6 below) by reason of the event that resulted in such dissociation, giving rise to the Purchase Right of the Company described therein. Pursuant to the Act, a Member that wrongfully dissociates as a Member is liable to the Company and, subject to Section 605.0801 of the Act, to the other Members for damages caused by the dissociation, and such liability is in addition to each debt, obligation, or other liability of the Member to the Company or the other Members.

8.4 General Conditions on Disposition.

(a) All reasonable costs and expenses incurred by the Company in connection with any disposition of any Membership Interest or Unit(s) pursuant to this Section 8 and/or in connection with another Person becoming an Assignee or Substituted Member of the Company in respect of such Membership Interest or Unit(s) including any filing, recording, and publishing costs and the fees and disbursements of counsel shall be paid by and be the responsibility of the Member disposing of such Membership Interest or Unit(s).

(b) If the Membership Interest or any Unit of a Member is effectively Transferred pursuant to this Section 8, the transferring Member shall be apportioned that portion of the Profits, Losses and Allocable Items apportionable to such Membership Interest or Unit as determined by the Board as provided in Section 5. The successor of such Member shall be allocated the remainder of the Profits, Losses and Allocable Items allocable to the Membership Interest or Unit Transferred. An Assignee, or Substituted Member, of a Member's Membership Interest or Unit(s), shall be entitled to receive distributions from the Company with respect to such Membership Interest only after the effective date of such assignment.

8.5 Limitation Upon Transfer of Membership Interests. All Membership Interests and Units shall be nontransferable and nonassignable unless the registration provisions of the Securities Act of 1933, as amended (the "1933 Act") have been complied with through registration, or an exemption therefrom, and unless made in compliance with the registration provisions of the securities laws of the states where interests are offered or sold, or exemptions therefrom. Any Transfer of Membership Interests or Units in contravention of these restrictions shall be void and of no effect. In addition to the required consents to any Transfer, as a condition to the approval of the Board with regard to any Transfer, if required pursuant to this Agreement, the Board may require that the Member desiring to make the Transfer provide to the Company an opinion of counsel, in form and substance reasonably acceptable, that the proposed Transfer does not result in a violation of the 1933 Act or any applicable state securities laws. The attorneys' fees and costs for such opinion and the attorneys' fees and costs incurred by the Company in connection with any such Transfer shall be paid by the Member who is Transferring all or part of his Membership Interest or Unit(s). Each Member agrees to accept the restrictions on the transferability of Membership Interests and Units and assignment of interests

included in this Agreement and abide by all provisions hereof, and agrees that a legend substantially similar to the following shall be placed on each agreement or certificate, if any, evidencing a Unit or Membership Interest:

> THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), THE FLORIDA SECURITIES AND INVESTOR PROTECTION ACT OR THE LAWS OF ANY OTHER STATE AND MAY NOT BE SOLD, PLEDGED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR SUCH SECURITIES UNDER THE 1933 ACT AND SUCH STATE LAWS AS MAY BE APPLICABLE, OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.
>
> THESE SECURITIES ARE SUBJECT TO FURTHER RESTRICTION AS TO THEIR SALE, TRANSFER, PLEDGE OR ASSIGNMENT AS SET FORTH IN THAT CERTAIN OPERATING AGREEMENT OF PARISH RADIATION ONCOLOGY, LLC DATED AS OF AUGUST 1, 2025, AS AMENDED FROM TIME TO TIME.

8.6 Purchase of Involuntarily Transferred Membership Interest or Unit(s). In the event the Membership Interest or Unit(s) of a Member (the "Withdrawing Member") is involuntarily transferred, or is subject to an impending involuntary transfer, whether by death, dissolution of marriage, sale upon execution or in foreclosure of any pledge, encumbrance, hypothecation, lien or charge, or by acquisition of an interest therein by a trustee or receiver in Bankruptcy, or otherwise (an "Involuntary Transfer"), then the Company shall have the right (the "Purchase Right"), but not the obligation, exercisable in the Board's sole discretion at any time following the date of such Involuntary Transfer, or impending Involuntary Transfer, to elect to purchase all (but not less than all) of the Withdrawing Member's Membership Interest and Unit(s) for a purchase price and upon the terms described in Section 8.9, and the Withdrawing Member shall be obligated to sell his, her or its Membership Interest and Unit(s) for the Purchase Price (as defined in Section 8.9(a)) and upon the terms described in Section 8.9(b). The Company shall notify the Withdrawing Member of its decision to exercise the Purchase Right by providing the Withdrawing Member with written notice (the "Purchase Notice") of such decision. In connection with the giving of any such Purchase Notice, a special Allocation Period (ending as of the date of the giving of such Purchase Notice) (a "Special Allocation Period") shall be established and allocation of Profits and Losses for such Special Allocation Period shall be made in accordance with Section 5.

If a Loss of Control of a Member results from an Involuntary Transfer, the Membership Interest and Unit(s) owned by such Member shall be deemed to have been subject to an Involuntary Transfer for purposes of this Section 8, and upon exercise of the Purchase Right, the Purchase Price (as defined in Section 8.9(a)) for such Membership Interest and Unit(s) shall be determined under Section 8.9(a) and shall be paid upon the terms described in Section 8.9(b).

8.7 Purchase Upon Conviction of a Wrongful Act.

(a) In the event that a Member (in each case, the "Convicted Member") is convicted of a Wrongful Act (as defined in Section 8.7(b), below), then the Company will have the

right (the "Purchase Right"), but not the obligation, exercisable in the sole discretion of the Board of Managers at any time following such conviction, to elect to purchase all (but not less than all) of the Convicted Member's Membership Interest and Unit(s) for the Purchase Price (as defined in Section 8.9(a)) and upon the terms described in Section 8.9(b), and the Convicted Member shall be obligated to sell his, her or its Membership Interest and Unit(s) for such Purchase Price and upon such terms. The Company shall notify the Convicted Member of its decision to exercise the Purchase Right by providing the Convicted Member with written notice (the "Purchase Notice") of such decision. In connection with the giving of any such Purchase Notice, a Special Allocation Period shall be established and allocation of Profits and Losses for such Special Allocation Period shall be made in accordance with Section 5.

(b) For purposes of this Agreement, a Member will be considered to have been convicted of a "Wrongful Act" in the event that such Member, or any of its Affiliates, is (a) convicted by a court of law having jurisdiction over such person for (or the plea of nolo contendre by such person to a charge of) (i) any felony or crime involving fraud, misappropriation of Company funds, conversion, or gross negligence or willful misconduct in connection with the operation and management of the Company or against any of the Members, (ii) any felony or crime involving moral turpitude, (iii) any felony or crime involving sexual harassment, (iv) any felony or crime involving a dishonest act vis-à-vis the Company assets or the income of the Company; (v) any felony or crime involving violation of any federal or state health care law or regulation that is applicable to the Company (vi) any felony or crime relating to health care; (vii) any felony or crime resulting in the exclusion of such person or any Member or the Company from participating under any federal health care program, or (viii) any other felony or crime that involves allegations of wrongful conduct substantially detrimental to the business or reputation of the Company or that materially impacts the operation of the Company; or (b) sanctioned under any federal or state fraud and abuse laws or regulations, including, without limitation, exclusion from participation in any federally funded health care program, including Medicare and Medicaid.

8.8 Nomenclature. Any reference to a Member for purposes of a Transfer, or rights or obligations relating thereto, set forth in this Section 8 shall include a Unit Holder unless the context clearly indicates otherwise.

8.9 Purchase Price; Settlement. Upon exercise of any Purchase Right, the settlement of the purchase and sale of the Withdrawing Member's Membership Interest (and corresponding Units) or the Convicted Member's Membership Interest (and corresponding Units), as applicable, shall be held at such place, time and date as shall be provided in the Purchase Notice, but which date shall in no event be more than ninety (90) days following the date of the Purchase Notice. At settlement, the Withdrawing Member or Convicted Member, or his, her or its assignee or, in the case of death, the Withdrawing Member's lawful administrator, executor or representative, as the case may be (with such appropriate party, the "Seller"), shall deliver to the Company the entire Membership Interest and Unit(s) of the Seller being purchased by the Company (referred to herein as the "Seller's Membership Interest"), free and clear of any liens, claims or other encumbrances (other than the restrictions contained in this Agreement), in exchange for the Purchase Price (as such term is defined in Section 8.9(a)).

(a) The "Purchase Price" shall mean an amount equal to the Fair Market Value of the Seller's Membership Interest (defined herein) on the date of the Company's issuance of the applicable Purchase Notice. "Fair Market Value of the Seller's Membership Interest" shall be determined in accordance with the following procedures: Subject to the last sentence of this Section 8.9(a), the Fair Market Value of the Seller's Membership Interest shall be an amount determined by mutual agreement of the purchaser and Seller thereof; provided, if such mutual agreement cannot be attained within fifteen (15) days, then the Fair Market Value of the Seller's Membership Interest shall be the fair market value of the Seller's Membership Interest, as determined by independent appraisal prepared by a qualified appraiser selected by the Board, in its reasonable discretion, which appraiser may (but is not required to be) any qualified appraiser previously used by the Company and/or selected by the Board to appraise the Company, the Business, any Membership Interests or Units, any Company Assets, and/or any property (whether real or personal) leased or to-be-leased by the Company. The Fair Market Value of the Seller's Membership Interest shall take into account the distributions rights attributable to the Seller's Membership Interest pursuant to Section 5.5 and Section 5.6. Additionally, in determining the Fair Market Value of the Seller's Membership Interest, the appraiser, in conducting such appraisal, shall assume an all-cash sale with respect to the Seller's Membership Interest, shall take into account the Unreturned Capital attributable to the Seller's Membership Interest (if any) and all other Membership Interests, and shall incorporate appropriate discounts for lack of marketability and minority interest. The appraiser shall also be permitted to take into account or apply any other discounts that may otherwise be attributable to distinct ownership interests. Notwithstanding anything to the contrary set forth in this Section 8.9(a), the purchase price required to be paid for the Seller's Membership Interest, and accordingly, the Fair Market Value of the Seller's Membership Interest, shall be required to be in compliance with any and all applicable laws, regulations and governmental standards relating to the valuation of such Option Units, including (without limitation) the Stark Law.

(b) The Purchase Price for the Seller's Membership Interest shall be due and payable in full at closing. At settlement, and as a condition for payment of the Purchase Price, the Seller shall represent and warrant to the purchaser, in writing, that the Seller's Membership Interest is being delivered free and clear of all liens, claims or other encumbrances (other than the restrictions contained in this Agreement) and shall further provide such other assurances, representations and warranties as are customary.

8.10 Agreement Binding upon Transferees. In the event that, at any time or from time to time, any Membership Interest or Unit is Transferred to any party other than the Company, pursuant to any provision hereof or any Involuntary Transfer, such transferee shall take such Membership Interest or Unit, as applicable, pursuant to all provisions, conditions, and covenants of this Agreement, and, as a condition precedent to the Transfer of such Membership Interest or Unit, as applicable, the transferee shall agree, for and on behalf of itself or its legal representatives, and its transferees and assigns, in writing, to be bound by all provisions of this Agreement as a party hereto and in the capacity of a Member. In the event that there shall be any Transfer to any Person pursuant to any provision of this Agreement and in compliance with the provisions of this Section 8, all references herein to the Members or to any Member, to the extent regarding restrictions, limitations and conditions of being a Member, shall thereafter be deemed to include such transferee. It is understood that, notwithstanding the foregoing, such transferee shall not have the rights of a Member hereunder unless and until such transferee is accepted as a Substituted Member in accordance with Section 8.1(g) hereof.

8.11 Remedy for Failure to Transfer Membership Interest. If a Seller that is obligated to sell his, her or its Membership Interest and/or Unit(s) in accordance with the provisions of this Section 8 fails for any reason to timely execute and deliver the appropriate agreements and instruments effecting such sale, or otherwise fails to timely effect such sale, then:

(a) the purchaser of such Membership Interest and/or Unit(s) may, but shall not be required to, deposit the purchase price therefor, by good check, promissory note or both, with the principal bank or outside legal counsel of the Company, as agent or trustee, or in escrow, for the Seller, to be held by such party until withdrawn by the Seller in connection with the closing of the purchase and sale of such Membership Interest and/or Unit(s) and in accordance with the terms set forth in Section 8.9(b). In the event and upon the deposit by such purchaser of the purchase price for such Membership Interest and/or Unit(s) and delivery of notice of same to the Seller, such Membership Interest and/or Unit(s) shall at such time be deemed to have Transferred to such purchaser, and the Seller shall have no further rights thereto or interest therein, and the Company shall record the Transfer of such Membership Interest and/or Unit(s) in its transfer ledger; and

(b) without limitation of any other right or remedy the purchaser may have hereunder or at law or equity, the purchaser shall be entitled, as a matter of right, to a decree of specific performance in any court of competent jurisdiction, without furnishing bond or other security, in order to consummate such purchase. The parties hereby acknowledge that such a specific performance remedy is necessary because the Membership Interests and Units are unique, and a breach by any Seller of any obligation to convey his or its Membership Interest and/or Unit(s) cannot be adequately compensated by money damages.

(c) In the event the purchaser does not elect to purchase the Membership Interest and/or Unit(s) through the escrow procedure described above, upon written notice issued to the defaulting Seller by the Board (which shall be obligated to issue such notice upon receipt of written direction from the purchaser(s)), any and all Membership Interest and Unit(s) of the defaulting Seller shall, automatically be converted into a non-voting Membership Interest and non-voting Unit(s), with no action required of the Board or the Members. In such event, (i) the defaulting Seller of such Membership Interest and Unit(s) shall not have the right to thereafter vote such Membership Interest or Unit(s) on any matter brought before the Members; and (ii) if such defaulting Seller is otherwise an Appointing Member, (A) such defaulting Seller shall no longer be an Appointing Member and shall no longer have any right to appoint or remove any Manager pursuant to Section 6.1(c), Section 6.1(d), Section 6.1(e), or Section 6.1(f), except as set forth in this Section 8.11(c), below, (B) notwithstanding anything in this Agreement to the contrary, each Manager appointed by, or subject to appointment by, such defaulting Seller pursuant to Section 6.1(c) (if any) shall automatically be removed, without any further action being required by such defaulting Seller, any other Member, any Manager, the Board or the Company, and (C) any Manager appointed by such defaulting Seller shall become subject to appointment, removal and replacement by a Majority in Interest of the Appointing Members pursuant to Section 6.1(d) and Section 6.1(f). The right of the Board to convert the Membership Interest and Unit(s) of a defaulting Seller to a non-voting Membership Interest and non-voting Unit(s) (which right the Board shall be obligated to exercise upon receipt of written direction from the purchaser) shall be exercised without prejudice to any rights and remedies that the purchaser of such Membership Interest and/or Unit(s) may have against the defaulting Seller or with respect to such Membership Interest and/or Unit(s). In the event and at such time as the holder of such Membership Interest and/or Unit(s) is no longer in default of the provisions of this Agreement,

without further action of the Company, the Board or the Members, such Membership Interest and Unit(s) shall again carry voting rights, and if such holder was an Appointing Member at the time of such default, such holder shall be reinstated as an Appointing Member and shall have the rights to appoint and remove a Manager as set forth in Section 6.1(c), Section 6.1(d), Section 6.1(e), and Section 6.1(f) and, if applicable, the rights accorded to Appointing Members pursuant to Section 6.1(c). The Board shall further have the right to cancel any certificate representing the Membership Interest and/or Unit(s) held by a defaulting Seller, in which event, such certificate shall be null and void for all purposes.

SECTION 9
DISSOLUTION, TERMINATION

9.1 Dissolution. It is the intention of the Members that the business of the Company be continued by the Company pursuant to the provisions of this Agreement in perpetuity, or until such earlier time as the occurrence of an Event of Dissolution (as hereinafter defined), at which time the Company shall dissolve. The occurrence of any of the following shall be deemed to and shall constitute an "Event of Dissolution":

(a) The sale of all or substantially all of the Company Assets;

(b) The date on which the Company shall suffer a Bankruptcy;

(c) Upon the approval of the Board; or

(d) The occurrence of a cause of dissolution as set forth in the Act to the extent not described in Section 9.1(a) through Section 9.1(c) hereof.

9.2 Reinstatement. Upon the dissolution of the Company by reason of the occurrence of an Event of Dissolution described in Section 9.1(d) above, the Members shall, as expeditiously as possible and within a reasonable time, take such commercially reasonable action as may be necessary to reinstate the Company, if possible, and continue the business of the Company.

9.3 Liquidation. If upon dissolution by reason of the occurrence of an Event of Dissolution, the Company is not reinstated and continued pursuant to Section 9.2, then the Company shall be liquidated and the Board shall proceed with reasonable promptness to liquidate and wind up the business, property and assets of the Company as follows:

(a) Full accounting shall be made, and the Profits or Losses of the Company shall be determined to the date of liquidation and allocated to the Members in the manner provided in Section 5.

(b) In settling accounts after dissolution and after the non-cash Company Assets have been sold (if to be sold) as provided in Section 5.6 and after adequate provision has been made for payment of expenses of any such sale and for payment (in the order of priority provided by law) of all Company liabilities and obligations, the Company Assets shall be distributed to the Members in accordance with the provisions of Section 5.6. The Company shall terminate when all property owned by the Company not sold or otherwise disposed of, and any proceeds from the sale or other

disposition of Company property, after payment of or provision for all liabilities to creditors of the Company, has been distributed to the Members.

(c) In the discretion of the Board, a pro rata portion of the distributions that would otherwise be made to the Members pursuant to Section 5.6 may be:

(i) distributed to a trust established for the benefit of the Members for the purposes of liquidating Company Assets and/or collecting amounts owed to the Company. The assets of any such trust shall be distributed by the Board to the Members from time to time, in the discretion of the Board, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to this Agreement; or

(ii) withheld to provide a reasonable reserve for Company liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Company, provided that such withheld amounts shall be distributed to the Members as soon as practicable.

The Board may elect to distribute the remaining property and assets of the Company, if any, to the Members in kind, in lieu of selling them, based upon the then existing fair market value thereof as determined by the Board.

The wind-up and liquidation of the affairs of the Company shall be conducted by the Board. In the event there is no Manager, then the wind-up and liquidation of the affairs of the Company shall be conducted by the Member so nominated by written approval of a Majority in Interest of the Members (the "Liquidating Member"). In liquidating the assets of the Company, all tangible assets of a saleable value shall be sold at such price and terms as the Board (or the Liquidating Member) determines to be fair and equitable. Any Member may purchase such assets at such sale. It shall not be necessary to sell any intangible assets of the Company. A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to creditors to minimize the losses that might otherwise occur upon liquidation. Upon the conclusion of the wind-up of the affairs of the Company, the Company shall terminate.

9.4 Final Capital Accounts. It is intended that the liquidating distributions to each Member set forth in Section 5.6 will, in the aggregate, be equal to the Member's respective positive Capital Account balances as determined after giving effect to all adjustments attributable to allocations of items of Profits and Losses realized by the Company during the year such distributions are made including items of Profits and Losses realized from operations of the Company or sales of Company Property and all adjustments attributable to contributions and distributions of money and Company Property effected prior to such distribution. To the extent that any such Member's positive Capital Account balance does not correspond to such distributions, the allocations of Profits and Losses provided for in Section 5.1 and, in the sole discretion of the Board and to the extent necessary, any Open Year prior to the year of liquidation, will be adjusted, to the least extent necessary to cause all Capital Accounts to be zero after the final liquidating distribution.

9.5 Rights of Members. Except as otherwise provided in this Agreement, each Member shall look solely to the assets of the Company for the return of his, her or its Capital Contributions and shall have no right or power to demand or receive property other than the distributions described

herein. No Member shall have priority over any other Member as to the return of his, her or its Capital Contributions, distributions, or allocations except to the extent otherwise provided in this Agreement.

SECTION 10
NOTICES

Except as otherwise provided in this Agreement, all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing sent by either (i) hand delivery (effective upon delivery), (ii) internationally recognized overnight courier (e.g., FedEx, UPS or DHL) (effective one Business Day after dispatch), or (iii) by registered or certified mail, return receipt requested, and first-class postage prepaid (effective five days after dispatch), and shall be addressed, in the case of the Company, to its then principal office, and in the case of any Member, to his, her or its most recent address set forth in the Company's records or as otherwise provided by the Member in writing, or to such other address as may be designated by him pursuant to a notice complying with this Section.

SECTION 11
BOOKS OF ACCOUNT AND COMPANY RECORDS

11.1 Books of Account. The Company shall maintain true, complete and correct books of account of the Company, all in accordance with such accounting method as may be approved by the Board, applied on a consistent basis. The books of account shall contain particulars of all monies, goods or effects belonging to or owing to or by the Company, or paid, received, sold or purchased in the course of the business, and all of such other transactions, matters and things relating to the business as are usually entered in books of accounts kept by Persons engaged in a business of a like kind and character. In addition, the Company shall keep all records required to be kept pursuant to the Act. Such books, records and accounts of the Company, together with executed copies of this Agreement and of the Articles and any amendments to either document, shall be kept at all times at the principal offices of the Company. The expense of maintaining the books of account shall be an expense of the Company.

11.2 Inspection. Subject to the provisions of the Act, a Member and his, her or its authorized representatives shall, upon prior written notice and during normal business hours, have access to the books and records of the Company, for the purpose of inspecting or, at the expense of such Member, copying such books and records. Any Member reviewing the books and records of the Company pursuant to the preceding sentence shall do so in a manner which does not unduly interfere with the conduct of the Company's business.

11.3 Bank Accounts. The Board shall be responsible for seeing that one or more bank accounts are maintained, which accounts shall be used for the payment of the disbursements properly chargeable to the Company, and in which shall be deposited the income received from the operation of the Company. In addition, there shall be deposited in said accounts all amounts borrowed from third parties. All such income and amounts deposited in said accounts shall be and remain the property of the Company, and shall be received, held and disbursed by the Board or the Board Appointed Officers to be applied only for the purposes herein specified. The Board shall designate the authorized signatories for all such accounts.

11.4 Financial and Tax Reports. The Company shall use commercially reasonable efforts to furnish to each Member annual financial statements for the Company, prepared in accordance with such accounting method as may be approved by the Board. Additionally, the Company shall, within ninety (90) days after the close of each Fiscal Year, furnish to each Person who was a Member during the immediately prior Fiscal Year a Schedule K-1 or such other form as is necessary to provide the Members with the information that is needed by them in order to file their respective federal, state or local income tax returns.

11.5 Tax Controversies and Tax Matters Representative.

(a) Provisions Governing Tax Controversies; Designation of Tax Matters Representative.

(i) The Bipartisan Budget Act of 2015, Pub. L. No. 114-74 ("BBA 2015"), enacted new provisions regarding partnership audits contained in Subchapter C, Chapter 63 of Subtitle F of the Code (hereinafter referred to as the "New Partnership Audit Rules").

(ii) The Members hereby designate PRO Oncology to serve as the "partnership representative" of the Company, as provided under Code Section 6223, as revised by BBA 2015 (the "Tax Matters Representative"). The Company shall take all actions required under the New Partnership Audit Rules to confirm PRO Oncology as the Tax Matters Representative of the Company effective as of the Effective Date.

(iii) A Person's designation as the Tax Matters Representative shall terminate upon the occurrence of any of the following events: (A) the death or incapacity of the Tax Matters Representative, if he or she is a natural person; (B) the resignation of the Tax Matters Representative from such position; (C) the Bankruptcy of the Tax Matters Representative; (D) if the Tax Matters Representative is an entity, the complete termination, liquidation or dissolution of such Person; or (E) the removal of such Person as the Tax Matters Representative in the manner set forth below. In the event that a Person's designation as the Company's Tax Matters Representative terminates upon the occurrence of any of the events described in the preceding sentence, a new Tax Matters Representative shall be promptly designated by a Majority in Interest of the Members.

(iv) A Person who is then serving as the Tax Matters Representative of the Company may be removed from such capacity at any time and for any reason by a vote to do so by a Majority in Interest of the Members.

(b) Authority of Tax Matters Representative. The Tax Matters Representative shall: (i) be authorized to represent the Company (at the Company's expense) in connection with all examinations of the Company's returns and affairs by the Internal Revenue Service (the "IRS") and/or by any other governmental tax authorities, and to pursue the resolution of any and all tax controversies related to the Company, including any resulting administrative and judicial proceedings, and to expend Company funds for professional services in connection therewith; and (ii) except as otherwise limited in Section 11.5(c) below, have all of the powers and duties expressly conferred on the Tax Matters Representative by the Code, as well as those powers and duties necessary and proper for the exercise of such powers.

(c) Limitations Upon Authority of Tax Matters Representative and Obligations of the Tax Matters Representative. The Tax Matters Representative shall promptly notify each Member of such Tax Matters Representative's receipt of any material notice addressed to the Company or to it in its capacity as the Tax Matters Representative from the IRS or from any other governmental tax authority which notice sets forth the intent of the IRS or such governmental tax authority to audit the Company's books and records or propose a tax on the Company or on any of the Members related to the income, deductions or credits of the Company (or any allocations thereof), or related to any dealings between the Company and any Member, and shall make such reasonable efforts thereafter to keep the Members informed of the progress of any such audit or pending tax controversy. Notwithstanding anything in this Section 11.5 to the contrary, the Tax Matters Representative shall not do any of the following without the written consent of a Majority in Interest of the Members:

(i) enter into a settlement agreement with the IRS or any other governmental tax authority that binds the Company and/or the Members;

(ii) file a petition as contemplated in Code Section 6234;

(iii) file any request for administrative adjustment contemplated in Code Section 6227(a); or

(iv) enter into an agreement extending the period of limitations of the Company as contemplated in Code Section 6235.

(d) Election out of New Partnership Audit Rules. If the Company is otherwise eligible, the Company shall, if directed to do so with the consent of a Majority in Interest of the Members, file a timely annual election in connection with the filing of its tax return to have the Company opt out of the New Partnership Audit Rules in the manner provided in Code Section 6221(b).

(e) Provisions Applicable to New Partnership Audit Rules.

(i) Under the New Partnership Audit Rules, the IRS (or another governmental tax authority) may assess an imputed underpayment on account of an adjustment of any item of income, gain, loss, deduction or credit of the Company or of any Member's distributive share thereof, or may recharacterize the tax treatment of any dealing between the Company and one or more of its Members. In that event, the Tax Matters Representative may file an election on behalf of the Company, with the prior approval of a Majority in Interest of the Members, to either: (A) cause the Company to pay the assessment in accordance with Code Section 6225(a)(1), or (B) cause the Reviewed Year Members (as hereinafter defined) to take into account the adjustments made by the IRS (or by another governmental tax authority) and to pay any tax, interest, and penalties due as a result of those adjustments. If a Majority in Interest of the Members fails to instruct the Tax Matters Representative as to which of these two elections to make within ten (10) days after having received a written request from the Tax Matters Representative to do so, the Tax Matters Representative shall decide which of such elections to make based upon his good faith determination as to which election would be in the best interests of the Company and the Members. For purposes of Section 11.5, the "Reviewed Year" is the taxable year that was audited by the IRS and that gave rise to the adjustment, and a "Reviewed Year Member" is a Person who was treated as a "partner" of the Company for

federal income tax purposes at any time during the Reviewed Year under the New Partnership Audit Rules.

(ii) Subject to the provisions set forth in the immediately preceding paragraph, the Tax Matters Representative may cause the Company to pay the assessment of the imputed underpayment under Code Section 6225(a)(1). In that event, the Board will reasonably and equitably determine each Member's and former Member's share of the imputed underpayment, taking into account each Member's and former Member's adjusted distributive share in the Reviewed Year and adjustments that may have been made in computing the imputed underpayment. The determination made by the Board will be binding on the Company and on each Member and former Member, provided that the determination is made in good faith for a purpose reasonably believed by it to be in, or not opposed to, the best interests of the Company and the Members unless the determination was the result of actual fraud or willful misconduct or resulted in any improper personal benefit. Each Member's and former Member's share of the imputed underpayment, as reasonably and equitably determined by the Board, will constitute a loan by the Company to such Member or former Member (a "Tax Loan"), which Tax Loan shall bear interest at the Prime Rate as of the date such Tax Loan is made and be payable within ten (10) Business Days after the date such Tax Payment is made. The obligations of Members under this Section 11.5 will also extend to former Members and to unadmitted assignees of Interests and/or Units who may be considered current or former tax partners of the Company.

(iii) In the event that the income of the Company for the Adjustment Year (as hereinafter defined), as determined under Code Section 702(a)(8), is decreased (or the Company's loss for such year is increased) as a result of the operation of Code Section 6225, such decrease (or increase in loss) shall be proportionately specially allocated to the Member or Members whose income was decreased (or loss increased) in the Reviewed Year. The "Adjustment Year" shall have the meaning set forth in Code Section 6225(d)(2).

(iv) Subject to the provisions set forth in Section 11.5(e)(i), in the alternative, the Tax Matters Representative may elect under Code Section 6226 and the Treasury Regulations promulgated thereunder to cause the Reviewed Year Members to take into account the adjustments made by the IRS (or other governmental tax authority) and to pay any taxes, interest and penalties due as a result of those adjustments. In this case, all Reviewed Year Members shall reasonably cooperate with the Tax Matters Representative and shall provide the Tax Matters Representative all Member information necessary to make this election.

(f) Exculpation and Indemnification of Tax Matters Representative.

(i) To the fullest extent permitted by applicable law, neither the Tax Matters Representative nor any former Tax Matters Representative shall have any liability to any Member or former Member or to the Company as a result of, or in connection with, any action or omission on the part of such Tax Matters Representative in his capacity as such, except to the extent that such action or omission constitutes fraud or willful misconduct on the part of such current or former Tax Matters Representative, or constitutes a material breach of such current or former Tax Matters Representative's obligations under this Section 11.5.

(ii) To the fullest extent permitted by applicable law, the Company and its Members (except, in the case of the Members, their obligations shall be several and pro rata, based upon their respective Percentage Interests) shall indemnify and hold harmless the Tax Matters Representative and any former Tax Matters Representative from and against any and all losses, claims, damages, liabilities, judgments, penalties, fines, settlements and reasonable expenses (including, without limitation, administrative expenses, court costs and attorneys' fees) actually incurred by such Tax Matters Representative in connection with its status as a Tax Matters Representative or any action or omission taken by it in its capacity as a Tax Matters Representative. Notwithstanding the foregoing, no current or former Tax Matters Representative will be indemnified or held harmless in connection with any action or inaction constituting fraud or willful misconduct on the part of such Tax Matters Representative, or for a material breach of such Tax Matters Representative's obligations under this Section 11.5.

(g) Cooperation of the Members; Consistency in Reporting Tax Items. All Members shall cooperate reasonably with the Tax Matters Representative in connection with any audit of the Company's tax returns and any ensuing administrative and judicial proceedings resulting therefrom. This cooperation shall include making available to the Tax Matters Representative such personal information of the Member (including confidential tax information) as may reasonably be deemed necessary by the Tax Matters Representative in connection with the audit and subsequent administrative and judicial proceedings under the New Partnership Audit Rules. Every Member, on such Member's tax return, shall treat each Company tax item in a manner that is consistent with the treatment of such item on the Company's tax return in accordance with Code Section 6222. The obligations of Members under this Section 11.5(g) shall also extend to former Members and to unadmitted assignees who may be considered current or former tax partners of the Company.

(h) Future Modification of Section 11.5. The New Partnership Audit Rules took effect for the Company's taxable year beginning January 1, 2018 and it is anticipated that a significant amount of administrative guidance will become available after the time that these new provisions became effective. The Members acknowledge that the full implementation of these New Partnership Audit Rules will result in significant changes to the procedures governing the resolution of tax controversies between the Company and the IRS. The Members agree that they will cooperate with each other and the Company to make future modifications to this Section 11.5 in conjunction with the Company's attorneys and tax advisors that are in the best interests of the Company and the Members as and when more guidance becomes available.

(i) Survival of Rights and Obligations. The rights and obligations under this Section 11.5 of the Company, the Members, former Members, unadmitted assignees of an Interest who may be treated as a current or former tax partners of the Company, and current or former Tax Matters Representatives shall survive the termination of such party's ownership of an Interest, the termination of a Tax Matters Representative's status as such, and the termination of the Company. The provisions of this Section 11.5 will remain binding on the Members, former Members, current and former Tax Matters Representatives, current or former unadmitted assignees of an Interest who may be considered current or former tax partners of the Company, and the Company for a period of time necessary to resolve any and all matters regarding the federal and, if applicable, state or local income taxation of the Company and its Members and former Members and the resolution of all payment and reporting obligations created under this Section 11.5.

(j) Employment of Advisors. The Tax Matters Representative shall employ experienced tax advisors to represent the Company in connection with any audit or investigation of the Company by the IRS or any other governmental tax authority and in connection with all subsequent administrative and judicial proceedings arising out of such audit. The fees and expenses of such tax advisors shall be a Company expense and shall be paid by the Company. It shall be the responsibility of the Members, at their own expense, to employ tax advisors to represent their respective separate interests.

(k) Notice and Expenses. The Tax Matters Representative shall keep the Board and the other Members reasonably informed of all material administrative and judicial proceedings involving the Company or any Company return, and shall furnish to each Member, if requested in writing, a copy of each notice or other communication received by the Tax Matters Representative from the IRS or any other governmental tax authority not otherwise sent directly to the other Member(s). All reasonable expenses incurred by the Tax Matters Representative in serving as the Tax Matters Representative shall be a Company expense and shall be paid or reimbursed, without interest, by the Company.

SECTION 12
INDEMNIFICATION

12.1 Indemnification.

(a) The Company, to the fullest extent permitted by law, hereby agrees to defend, indemnify and hold harmless each Manager, Board Appointed Officer or other Company representative, and each of their respective officers, directors, partners, members, shareholders, employees and agents (with any, a "Fiduciary"), from and against any and all liability, loss, cost, expense or damage incurred or sustained by reason of any act or omission in the conduct of the business of the Company, including, but not limited to, court costs, expenses and reasonable attorney and paralegal fees through any and all negotiations, arbitrations, trials and appeals and through all settlement and collection proceedings. A Fiduciary shall not be liable, responsible or accountable in damages or otherwise to the Company or to any Member, or to any successor, assignee or transferee of the Company or of any Member, for any losses, claims, damages or liabilities arising from (i) any act performed, or the omission to perform any act, within the scope of authority conferred or reasonably believed to be conferred on the Fiduciary by this Agreement, except by reason of acts or omissions of the Fiduciary found by a court of competent jurisdiction upon entry of a final judgment to be due to bad faith, fraud, willful misconduct or a knowing violation of the criminal law; (ii) the performance by the Fiduciary, or the omission to perform, any acts on advice of legal counsel, accountants or other professional consultants to the Company; (iii) the negligence, dishonesty or bad faith of any consultant, employee or agent of the Company selected or engaged by the Fiduciary in good faith; (iv) the disallowance or adjustment by taxing authorities of any deductions or credits in the Company's or a Member's income tax returns; or (v) distributions to the Members in accordance with the terms of this Agreement.

(b) In the event that any litigation, action, or proceeding (each, an "Action") is initiated by Dr. Craig Deligdish, whether personally or through any of his Affiliates, agents, or representatives, against the Company or ROP, in connection with or relating to the Business, NBMS shall assume the defense thereof with counsel of its choice, and neither the Company nor ROP shall be obligated to pay any attorneys' fees, expenses or costs incurred or sustained by NBMS in

connection with such Action, unless such Action results from the negligent acts, errors, omissions, or willful misconduct of the Company or ROP. ROP shall have the right to participate in any such Action with counsel of its choice, however, neither PRO Oncology, NBMS nor the Company shall have any obligation to pay or indemnify ROP for any attorneys' fees, expenses or costs incurred or sustained by ROP in connection therewith. For the avoidance of doubt, neither PRO Oncology, NBMS, PMC nor any of its or their Affiliates shall have any obligation to indemnify or hold harmless the Company, ROP or any of its or their Affiliates, officers, members or managers for any liability, loss, cost, expense or damages incurred or sustained by the Company, ROP or any of its or their Affiliates arising out of or in connection with any such Action ("Losses"), and neither the Company nor any of its Affiliates shall have any obligation to indemnify ROP or any of its Affiliates, officers, members or managers for any Losses.

(c) Notwithstanding the foregoing, the Company will not indemnify any Fiduciary or hold any Fiduciary harmless with respect to any of the foregoing that is incurred by such Fiduciary as the result of conduct which constitutes fraud, willful and wanton misconduct, gross negligence or failure to comply in any material respect with the provisions of this Agreement.

(d) The provisions of this Section 12.1 shall survive the termination of this Agreement. The satisfaction of any indemnification and any saving harmless as set forth herein shall be from and limited to Company Assets, and no Member shall have any personal liability on account thereof, other than to the extent set forth in Section 7.1.

12.2 Advancement of Legal Costs and Expenses. The Company shall advance Company funds to any Person who is entitled to indemnification pursuant to the terms of Section 12.1 for legal expenses and other costs incurred as a result of any legal action if the following conditions are satisfied: (a) the legal action relates to acts or omissions with respect to the performance of duties or services on behalf of the Company; (b) the legal action is initiated by a third party who is not a Member, or the legal action is initiated by a Member and a court of competent jurisdiction specifically approves such advancement; and (c) such Person undertakes to repay the advanced funds of the Company in cases in which such Person is not entitled to indemnification pursuant to the terms of Section 12.1.

12.3 Provisions Not Exclusive. The indemnification provided by this Section 12 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of a Majority in Interest of the Members or Board, or otherwise.

12.4 Insurance. The Company may, in the discretion of the Board, purchase insurance to insure against some or all of the liabilities contemplated by this Section 12.

SECTION 13
RESTRICTIVE COVENANTS

13.1 Noncompetition. Each Covenanting Member (as defined in Section 13.5(a)) that is not an Excluded Covenanting Member (as defined in Section 13.5(b)) hereby agrees and covenants that during and throughout the Covenant Period (as defined in Section 13.5(c)), it will not, and will cause each of such Covenanting Member's Member Parties (collectively with such Covenanting Member, the "Member Group" of such Covenanting Member) not to, directly or indirectly, in any capacity whatsoever: (A) engage in or be employed by or with any Person, business or activity that

engages in a Competing Business (as defined in Section 13.5(d)) anywhere within the Territory (as defined in Section 13.5(e)); or (B) own, invest in, finance, manage, control, operate, provide services, advice or other support to, or participate in or enter into any partnership or joint venture with, a Competing Business within the Territory; provided, however, that nothing in this Section 13.1 shall restrict or limit ROP from entering into the Management Services Agreement or the Center Manager from performing his duties pursuant to and in accordance with the Management Services Agreement; and provided further, that nothing in this Section 13.1 shall be interpreted or enforced in a manner that restricts access to medically necessary care or limits continuity of treatment for any patient who is receiving, or has received, care from any member of the Member Group of ROP at any time during the twenty-four (24) consecutive month period immediately preceding the Effective Date (collectively, the "ROP Member Group Patients").

13.2 Nonsolicitation.

(a) Each Covenanting Member that is not an Excluded Covenanting Member hereby agrees and covenants that during and throughout the Covenant Period, it will not, and it will cause each other member of the Member Group of such Covenanting Member not to, directly or indirectly in any capacity whatsoever, either as an employee, officer, director, equity holder, proprietor, partner, joint venture, consultant, or otherwise (i) cause, induce or encourage (or attempt to cause, induce or encourage) any vendor, supplier, licensor, licensee, consultant or other business relation of the Company or any Affiliate of the Company to cease conducting business or materially reduce its business with the Company or such Affiliate of the Company or to deal with any competitor of the Company and/or any Affiliate of the Company; or (ii) in any way interfere with the relationship between any such vendor, supplier, licensor, licensee, consultant or other Person and the Company and/or Affiliate of the Company.

(b) Each Covenanting Member that is not an Excluded Covenanting Member covenants and agrees that, during the Covenant Period, it will not, and it will cause each other member of the Member Group of such Covenanting Member not to, either alone or in conjunction with any other Person, directly or indirectly, (i) solicit, induce or encourage (or attempt to solicit, induce or encourage) any employee or independent contractor of the Company or any Affiliate of the Company to leave the employ of or engagement with the Company or any Affiliate of the Company, whether for purposes of employing or engaging any such employee or independent contractor in a Competing Business in the Territory or for any other reason; (ii) attempt to hire or retain any employee or independent contractor of the Company or any Affiliate of the Company; or (iii) interfere in any way with the relationship between the Company and/or an Affiliate of the Company and any such employee or independent contractor.

13.3 Non-Interference and Non-Disparagement. Each Covenanting Member that is not an Excluded Covenanting Member hereby agrees and covenants that it will not, and it will cause each other member of the Member Group of such Covenanting Member not to, directly or indirectly, on such Person's own behalf or on behalf of others: (a) make or cause to be made any false, misleading, disparaging or uncomplimentary statements or remarks about the Company or any Affiliate of the Company, its employees, officers, Managers or Members (current or former), or its business, or (b) interfere or attempt to interfere with or disrupt any business relationship between or among the Company or any Affiliate of the Company, its lenders, vendors, bankers, regulatory agencies, members, prospective members, or other Persons using the services of the Company or such Affiliate or doing business with the Company or such Affiliate.

13.4 Nondisclosure of Confidential Information and Trade Secrets.

(a) Except as provided in this Section 13.4 with respect to PRO Oncology, each Covenanting Member hereby agrees and covenants that it will not, and it will cause each other member of the Member Group of such Covenanting Member not to, directly or indirectly, on such Person's own behalf or on behalf of others, at any time, in any fashion, form or manner, divulge, disclose, publish or communicate to Person, or utilize for its own benefit, in any manner whatsoever, any trade secrets, confidential business or professional information, specialized training programs or processes, or nonpublic information of any kind, nature, or description concerning any matters affecting or relating to the business or activities of the Company or any Affiliate of the Company (collectively referred to as the "Confidential Information"), further including, without limitation, all nonpublic electronic, written, or oral information regarding or otherwise involving the Company or the Company's business or activities, including, but not limited to, the Company's trade secrets, discoveries, ideas, concepts, know-how, techniques, designs, plans, specifications, drawings, diagrams, data, projections, goals, computer programs, business activities and operations, financial information, employee information, customer lists, Member lists, reports, studies and other technical and business information, regardless of how acquired, except to a Person who is an employee, officer, Manager, or Member of the Company or an Affiliate of the Company or otherwise with the prior express written consent of the Board. The Company and each Member acknowledge that each of PRO Oncology, PMC and NBMS is subject to Florida's Public Records Act (Chapter 119, Florida Statutes, and Article I, Section 24, Florida Constitution) and Florida's Government-in-the-Sunshine Law (Section 286.011, Florida Statutes, and Article I, Section 24, Florida Constitution) (collectively, the "Laws"). Accordingly, the Company and each Member acknowledge that each of PRO Oncology, PMC and NBMS may be required to and, notwithstanding anything to the contrary in this Section 13.4 or elsewhere in this Agreement to the contrary, each of PRO Oncology, PMC and NBMS is permitted to disclose Confidential Information provided to it by the Company or any other Member unless such Confidential Information is subject to an exception to such Laws. The restriction contained in this Section 13.4(a) applies at all times during the Covenant Period and shall continue indefinitely thereafter following the termination thereof.

(b) All Confidential Information, including all copies thereof, and any other information not specifically designated by the Company for release to the public, that may come into the possession of the Covenanting Member or any other member of the Member Group of such Covenanting Member, including all copies thereof, shall be delivered to the Company upon the Company's request. Neither the Covenanting Member nor any other member of the Member Group of such Covenanting Member shall make, download or retain copies of or excerpts of such Confidential Information in violation of this Agreement.

(c) Each Covenanting Member hereby acknowledges and agrees that it is the Company's intention to maintain the confidentiality of its Confidential Information and the Confidential Information of its Affiliates notwithstanding that certain employees of the Company and/or an Affiliate of the Company may have free access to the information for the purpose of performing their duties with the Company or such Affiliate, and notwithstanding that employees who are not expressly bound by covenants similar to the covenants set forth in this Section 13.4 may have access to such information for job purposes. Each Covenanting Member hereby acknowledges and agrees that it is not practical, and shall not be necessary, to mark such information as "confidential,"

nor to transfer it within the Company by confidential envelope or communication, in order to preserve the confidential nature of the information.

13.5 General Provisions Applicable to Restrictive Covenants.

(a) For purposes of this Section 13 the term "Covenanting Member" means ROP, PRO Oncology and each other Member (if any). For purposes of this Section 13, the term "Covenanting Member" shall also include a Unit Holder of Units previously held by a Covenanting Member.

(b) For purposes of this Section 13 the term "Excluded Covenanting Member" means each of PRO Oncology and any Affiliate of PRO Oncology, NBMS, and/or PMC that becomes a Member.

(c) For purposes of this Section 13, the term "Covenant Period" means, to the extent applicable, both of the following time periods for each Member: (i) the period during which such Person is a Member, and the twenty-four (24) month period commencing on the date that such Person ceases to be a Member; and (ii) if the Member or any of the Member Parties of such Member is employed or engaged as an independent contractor by the Company or pursuant to the Management Services Agreement, the term of (and throughout) the employment, or engagement as an independent contractor, of such Member or Member Party by the Company or pursuant to the Management Services Agreement, and the twenty-four (24) month period commencing on the date that such Person ceases to be an employee or independent contractor of the Company or pursuant to the Management Services Agreement.

(d) For purposes of this Section 13, the term "Competing Business" means any business, enterprise, or activity that provides, markets, sells, or delivers medical procedures, products, and/or services that are substantially similar to, or directly competitive with, those offered by the Company at or through the Center; *provided, however*, that "Competing Business" shall expressly exclude: (i) any medical procedures, products, and/or services provided by any member of the Member Group of ROP to any ROP Member Group Patients in accordance with medically necessary care; and (ii) any procedures or services delivered by any member of the Member Group of ROP to its or their patients after the Effective Date, where such procedures or services are not available at the Center at the time such member of the Member Group of ROP would provide them and are medically necessary for patient care (collectively, the "Excluded Procedures and Services"). The parties hereto agree that the term "Competing Business" shall not include any Excluded Procedures and Services, and no interpretation of this definition shall restrict appropriate clinical access or create barriers to patient treatment.

(e) For purposes of this Section 13, the term "Territory" means both: (i) the area comprising the North Brevard Hospital District (the "District") and the ten (10) mile radius around the boundaries of the District, and (ii) the area comprising a ten (10) mile radius around each business location of the Company (including, without limitation, the Center) in existence or under development (including, without limitation, by means of the execution of a letter of intent, term sheet, lease, or other development efforts) at any time during the Restricted Period, and in either case shall include, without limitation, activities conducted by telephone or internet in such areas.

(f) Each Covenanting Member agrees that the covenants and agreements contained in Section 13 are of the essence of this Agreement; that each such covenant and agreement is reasonable and necessary to protect and preserve the legitimate business interests of the Company and the other Members; that none of such covenants or agreements is contrary to public policy, nor overbroad or overlong; that irreparable harm, loss and damage, which cannot be remedied in damages in an action at law, will be suffered by the Company and/or the other Members should the Covenanting Member (whether through its own actions or through any actions of any other member of the Member Group of such Covenanting Member) breach any of the covenants or agreements contained therein; that a breach of any of such covenants or agreements may constitute an infringement of the Company's and/or the other Members' rights in and to their respective trade secrets; that each such covenant and agreement is separate, distinct and severable from the other and remaining provisions of this Agreement; that the unenforceability of any other such provision shall not affect the validity or enforceability of such covenants and agreements; and that, in addition to other rights and remedies available to them as a matter of law or equity, the Company and each of the other Members shall be entitled to an immediate temporary injunction and also to a permanent injunction to prevent a breach or contemplated breach by the Covenanting Member (whether through its own actions or through any actions of any other member of the Member Group of such Covenanting Member) of any such covenant or agreement. Neither the Covenanting Member nor any member of the Member Group of such Covenanting Member shall assert as a defense that either the Company or any other Member has no (or insufficient) legitimate business interests to support the covenants and agreements contained in Section 13, and neither the Covenanting Member nor any member of the Member Group of such Covenanting Member shall assert as a defense that either the Company or any other Member has an adequate remedy at law or that the harm to the Company or any other Member is not irreparable.

(g) In the event that a Covenanting Member shall breach (whether through its own actions or through any actions of any other member of the Member Group of such Covenanting Member) any of the covenants or agreements set forth in Section 13, the running of the period of the restriction set forth in such section shall be tolled during the continuation of such breach, and the running of the period of such restriction shall commence or commence again only upon compliance by the Covenanting Member with the terms of Section 13.

(h) The provisions contained in Section 13 embody and constitute the entire agreement between the Covenanting Member, on the one hand, and the Company and the other Members, on the other hand, with respect to the matters contained therein, and all prior or contemporaneous agreements, undertakings, representations and statements, oral or written, relating thereto are deemed null, void of no effect, and are superseded by this Agreement.

(i) Each Covenanting Member hereby acknowledges and agrees that the covenants and agreements contained in Section 13 are given, in the case of a purchase of a Membership Interest of a Covenanting Member, for and in partial consideration of such purchase, and in the case of a Covenanting Member (or Affiliate of a Covenanting Member) who serves as an employee or independent contractor of the Company, for and in partial consideration of the Company's employment of, or service relationship with, such Covenanting Member (or Affiliate of such Covenanting Member) and, if applicable, such Covenanting Member's (or Affiliate of such Covenanting Member's) corresponding duty of loyalty to the Company as an employee. Each Covenanting Member hereby also acknowledges and agrees that if and to the extent that the covenants

and agreements contained in Section 13 are given in partial consideration of the purchase of the Covenanting Member's Membership Interest pursuant to this Agreement, any such purchase includes the goodwill of the Company attributable to such Membership Interest.

SECTION 14
OPTION TO PURCHASE MEMBERSHIP INTERESTS

14.1 Purchase Option. At any time during any Exercise Period (as such term is defined in this Section 14.2(b), below), ROP shall have the option (the "Purchase Option"), but not the obligation, to elect to purchase from the Company up to (but not in excess of) that number of additional Units (in each case, the "Option Units") that would result in ROP having an aggregate forty-nine percent (49%) Percentage Interest for a purchase price equal to the Fair Market Value of the Option Units (as such term is defined in this Section 14.2(c), below), provided ROP is a Member on the date of exercise of the Purchase Option. The Purchase Option may be exercised by ROP by ROP giving written notice of such exercise (each, an "Exercise Notice") to the Board at any time during any Exercise Period. Upon exercise of the Purchase Option, the closing of the purchase and sale of the Option Units subject to such exercise of the Purchase Option (the "Closing") shall occur effective on the first Anniversary Date (as such term is defined in this Section 14.2(a), below) to occur after the date on which ROP has given the applicable Exercise Notice, or if later, ten (10) days after which the Fair Marker Value of the Option Units for such Option Units is finally determined in accordance with Section 14.2(c), provided that ROP is a Member of the Company on the date of the Closing. In the event that ROP is a Member on the date of exercise of the Purchase Option but ceases to be a Member before the Closing relating to such exercise, ROP shall be deemed to have withdrawn such exercise of the Purchase Option effective as of the date it ceases to be a Member, and accordingly, the Closing with respect to such exercise of the Purchase Option shall not occur. The purchase price to be paid by ROP for any Option Units purchased pursuant to its exercise of the Purchase Option will be equal to the Fair Market Value of the Option Units (as such term is defined in this Section 14.2(c), below) on the date of such exercise of the Purchase Option and shall be paid in cash to the Company in full by ROP at the applicable Closing. For the avoidance of doubt, in the event ROP exercises the Purchase Option during any Exercise Period, there are one or more Exercise Periods to occur after such first Exercise Period, and ROP has not exercised the Purchase Option with respect to the maximum number of Units for which the Purchase Option may be exercised by ROP, ROP shall have the right to exercise the Purchase Option in accordance with, and subject to the terms set forth in, this Section 14.1.

14.2 Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "Anniversary Date" shall mean each of the first, second and third anniversaries of the first date on which the Center is open to the public for treatment of patients.

(b) "Exercise Period" shall mean each of the periods beginning sixty (60) days before and ending thirty (30) days before an Anniversary Date.

(c) "Fair Market Value of the Option Units" shall be determined in accordance with the following procedures: Subject to the last sentence of this Section 14.2(c), the Fair Market Value of the Option Units shall be an amount determined by mutual agreement of ROP and the

Company; provided, if such mutual agreement cannot be attained within fifteen (15) days, then the Fair Market Value of the Option Units shall be the fair market value of the Option Units subject to the applicable Exercise Notice, as determined by independent appraisal prepared by a qualified appraiser selected by the Board, in its reasonable discretion, which appraiser may (but is not required to be) any qualified appraiser previously used by the Company and/or selected by the Board to appraise the Company, the Business, any Membership Interests or Units, any Company Assets, and/or any property (whether real or personal) leased or to-be-leased by the Company. The Fair Market Value of the Option Units shall be based on the fair market value of the Company on the date of Closing taking into account the current market value of the Company Assets (including, without limitation, goodwill and the purchase price to be paid by ROP for the Option Units), reduced by any and all indebtedness or other obligations of the Company, and shall equal the fair market value of the Company as of Closing, multiplied by the Percentage Interest that the Option Units will represent upon Closing. Notwithstanding anything to the contrary set forth in this Section 14.2(c), the purchase price required to be paid by ROP for any Option Units, and accordingly, the Fair Market Value of the Option Units, shall be required to be in compliance with any and all applicable laws, regulations and governmental standards relating to the valuation of such Option Units, including (without limitation) the Stark Law, and shall not be less than the product of (x) the number of Units included in such Option Units, multiplied by (y) Highest Per Unit Purchase Price.

14.3 Example. By way of example, (a) if the sole members of the Company are PRO Oncology and ROP, PRO Oncology holds 800 Units, and ROP holds 200 Units, the maximum number of Option Units for which ROP would have the right to purchase pursuant to exercise of the Purchase Option would be 568.62745 (i.e., (800 ÷ 51%) -200) Units; and (b) if ROP elects to purchase all of such maximum number of Option Units, (i) there would be 1,568.62745 (i.e., 200 +800 + 568.62745) Units issued and outstanding upon issuance of such Option Units at Closing, and such Option Units would represent a 36.25% Percentage Interest (i.e. 568.62745 ÷ 1, 568.62745) upon issuance, and (ii) if the fair market value of the Company is determined to be $1,000,000 immediately prior to Closing (and not taking into account the purchase price to be paid by ROP for such Option Units), then the fair market value of each Unit outstanding immediately prior to Closing (not taking into account the purchase price to be paid by ROP for such Option Units), would be $1,000 (i.e. $1,000,000 ÷ 1,000), and therefore, the purchase price to be paid by ROP for such Option Units would be equal to $568,627.45 (i.e., 568.62745 x $1,000), or alternatively, the fair market value of the Company taking into account the purchase price to be paid by ROP for such Option Units would be ($1,000,000 ÷ (100% - 36.25%) = $1,568,627.45), and the Fair Market Value of the Option Units (and, therefore the purchase price therefor) would be equal to $1,568,627.45 x 36.25% = $568,627.45.

SECTION 15
GENERAL PROVISIONS

15.1 Relationship. Nothing contained in this Agreement shall be deemed or construed to constitute any Member as a member, general partner, employee or agent of any other Member, other than in connection with activities included with the purpose and scope of the Company as set forth herein and subject to limitations upon same, as set forth herein.

15.2 Entire Agreement; Amendments. This Agreement (and all agreements referred to herein) sets forth all the promises, covenants, agreements, conditions and understandings between the parties hereto, and supersedes all prior agreements, understandings, inducements or conditions,

expressed or implied, oral or written, except as herein contained. Except as otherwise expressly provided herein, no variations from, modifications of, amendments to or changes in this Agreement shall be binding upon any party hereto unless set forth in a document duly executed by a Majority in Interest of the Members. Upon such approval, any such amendment shall be binding upon and enforceable against all of the Members and Unit Holders.

15.3 Assignment. No party may assign or transfer his, her or its Units or Membership Interest or any other interest under this Agreement, or delegate his or its duties hereunder, except as expressly provided in Section 8 and otherwise provided herein.

15.4 Binding Effect. Subject to the restrictions on transfers and encumbrances set forth herein, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, legal representatives, successors and permitted assigns. Whenever a reference to any Member or Unit Holder is made in this Agreement, such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors and permitted assigns of such Member or Unit Holder.

15.5 No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

15.6 Multiple Copies or Counterparts of Agreement; Facsimiles. This Agreement (and any amendments to this Agreement) may be executed (including by way of e-signature or similar (including by way of DocuSign)) in one or more counterparts by the parties. All counterparts shall be construed together and shall constitute one agreement. Each counterpart shall be deemed an original hereof notwithstanding less than all of the parties may have executed it. The delivery of an executed counterpart by facsimile or other means of electronic transmission (such as the delivery of a "pdf" copy by e-mail delivery) shall constitute the delivery of an originally executed counterpart.

15.7 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of the Agreement.

15.8 Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of Florida, excluding any conflict-of-laws rule or principle that might refer the governance of the construction of this Agreement to the law of another jurisdiction.

15.9 Further Assurances. The parties hereto agree that they will execute and deliver such further instruments and do such further acts and things as may be reasonably required to carry out the intent and purposes of this Agreement.

15.10 Litigation. The Board shall defend and prosecute such legal or equitable actions as it deems necessary to enforce or protect the interests of the Company (and not any individual Member), and such expense shall be an operating cost of the Company.

15.11 Attorneys' Fees. In the event any arbitration, litigation or controversy arises out of or in connection with this Agreement between or among the parties hereto, the prevailing party in such arbitration, litigation or controversy shall be entitled to recover from the other party or parties in such

arbitration, litigation or controversy all reasonable attorneys' fees, expenses and suit costs, including those associated with any post-judgment collection proceedings.

15.12 Remedies. Each party hereto recognizes and agrees that the violation of any term, provision or condition of this Agreement may cause irreparable damage to the other parties which may be difficult to ascertain, and that the award of any sum of damages may not be adequate relief to such parties. Each party, therefore, agrees that, in addition to the remedies available in the event of a breach of this Agreement, any other party shall have a right to equitable relief including, but not limited to, the remedy of specific performance.

15.13 Saving Clause; Nonwaivable Provisions.

(a) Any requirements imposed under applicable law, including but not limited to, the provisions of the Act, as in effect from time to time, shall, where inconsistent with any provision of this Agreement, be controlling and shall govern the rights among the parties hereto. Any such provisions under applicable law or regulation which supersede or invalidate any provision hereof shall not affect the validity of this Agreement, and the remaining provisions shall be enforced as if the invalid provision or provisions were deleted.

(b) Nothing contained in this Agreement shall be construed or so operate as to cause this Agreement to effect, cause, or result in any violation of any provision of the Act (including, without limitation, Section 605.0105 of the Act (or any successor statute or rule) relating to provisions of the Act that an operating agreement is prohibited from containing, and addressing certain provisions that an operating agreement is permitted to contain). Should any provision of this Agreement be interpreted as violating any provision of the Act, such provision shall not affect the other provisions hereof. In the event a court of competent jurisdiction finds that any provision of this Agreement violates any provision of the Act, then the parties hereto agree that such court is authorized to modify such provision(s) of this Agreement to comport with the intent of the parties and any rule of law that would render such provision(s) enforceable and valid to the greatest extent possible. If for any reason such court does not or may not do so, then this Agreement shall be construed in all respects as if such invalid or unenforceable provision(s) were omitted.

15.14 Venue. All parties agree that the mandatory, exclusive venue for any action directly or indirectly involving this Agreement in any way shall be Brevard County, Florida. All parties hereby waive venue in all other locations and all objections and defenses to personal jurisdiction in Brevard County, Florida.

15.15 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15.16 Construction Rules. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa, as the context may require. Titles of Sections are for convenience of reference only, and shall neither limit nor amplify the provisions of this Agreement itself. References in this Agreement to particular Sections are references to Sections of this Agreement unless otherwise specifically provided. The words "hereof," "herein," "hereto," "hereunder" and similar words shall

refer to this Agreement as a whole and not to any particular provision of this Agreement unless otherwise specifically provided.

15.17 Interpretation. The parties each acknowledge to the other that he, she or it has reviewed, or has had sufficient opportunity to review, this Agreement and its terms. The parties further acknowledge to each other that the terms of this Agreement are intended to express the mutual intent of the Members and the Company. Accordingly, the parties intend that a court or arbitration panel construing this Agreement shall not construe it more strictly against any of the parties hereto (whether by implication made against a party by virtue of such party being the drafter of any provision, or otherwise). Each Member represents and warrants to the other parties hereto that he, she or it has had this Agreement reviewed on his, her or its behalf by independent legal counsel of his, her or its own choosing, or has waived his, her or its right to do so.

15.18 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions which the Board or the Members may take and all determinations which the Board or the Members may make pursuant to this Agreement may be taken and made with respect to the sole and absolute discretion of the Board or the Members, as applicable.

15.19 Prior Acts. Each Member, including any Substituted Member, by becoming a Member, ratifies and agrees to be bound by all actions taken by the Board and the other Members of the Company prior to the date such person became a Member.

15.20 Representation. Each of the Members hereby acknowledges that GrayRobinson, P.A. and its attorneys (collectively, the "Firm") represent only the Company in connection with the preparation and consummation of this Agreement and the consummation of the transactions contemplated hereby. Each party hereto consents to the Firm's representation of the Company in connection with the preparation and consummation of this Agreement, the consummation of the transactions contemplated hereby, and the Company's conduct of its business and hereby waives any conflict of interest that exists or may result from such representation. Each party hereto other than the Company hereby acknowledges that it had been advised and is hereby advised to seek individual legal counsel to represent it with respect to this Agreement and the transactions contemplated hereby. Each party hereto other than the Company represents and warrants to the Company and the Firm that it has had this Agreement reviewed on its behalf by independent legal counsel of its choosing, or has waived its right to do so.

15.21 Counsel Review. Prior to executing this Agreement, each party is strongly urged to seek independent legal counsel to review this Agreement for such party. Execution of this Agreement by a party indicates that such party has had this agreement reviewed by independent legal counsel or has made an informed decision that such review was unnecessary.

15.22 Force Majeure. No party to this Agreement shall be responsible for damages to any other party to this Agreement to the extent that a breach of this Agreement (or failure to perform) by such party is due to an act of God, strike or other labor dispute, war, terrorist activity, riot, civil disorder, embargo, pandemic, fire, flood, illness, injury or any other event beyond the reasonable control of such party (collectively, "Force Majeure"). During any delay in performance due to an event of Force Majeure, the parties shall use reasonable efforts and due diligence to resolve the cause of the delay and to minimize the effects thereof and reschedule any event/activation/obligation. If any of the obligations of any of the parties is hindered or prevented, in whole or in substantial part, because

of a Force Majeure event, then all other obligations of the parties shall continue to the extent not affected by the Force Majeure event. Delays or non-performance excused by this provision shall not excuse performance of any other obligation which is outstanding at the time of occurrence.

15.23 Public Records and Government in the Sunshine. The Board and PRO Oncology shall work in good faith to cause the Company to: (i) keep and maintain public records that ordinarily and necessarily would be required by PRO Oncology or any equity holder of PRO Oncology (including, without limitation, NBMS) to be maintained, (ii) provide the public with access to public records on the same terms and conditions that PRO Oncology or any equity holder of PRO Oncology (including, without limitation, NBMS), would provide the records and at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by Law; (iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (iv) meet all requirements for retaining public records and transfer to PRO Oncology or any equity holder of PRO Oncology (including, without limitation, NBMS), at no cost to PRO Oncology or any equity holder of PRO Oncology (including, without limitation, NBMS), all public records in possession of the Company upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; provided, however, that all records being transferred to PRO Oncology or any equity holder of PRO Oncology (including, without limitation, NBMS) pursuant to the foregoing which are stored electronically must be provided to PRO Oncology or any equity holder of PRO Oncology (including, without limitation, NBMS) in a format that is compatible with the information technology systems of NBMS and each such equity holder. In addition, the Board and PRO Oncology shall work together, in good faith, to provide the public with the right of access to governmental proceedings as required by the Government in the Sunshine Law (Section 286.011, Florida Statutes), including but not limited to (i) providing access to meetings of the Board, committees of the Board, or commissions of the Company, as required, (ii) ensuring that reasonable notice is given to the public of such meetings, and (iii) ensuring that minutes of the meetings are taken and promptly recorded and made available to the public, as required. IF THE COMPANY OR PRO ONCOLOGY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PRO ONCOLOGY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT OR THE COMPANY, CONTACT PMC'S CUSTODIAN OF PUBLIC RECORDS AT:

George Mikitarian, PHD President and CEO
Parrish Medical Center
951 N Washington Avenue
Titusville Fl 32796
321-268-6100
George.Mikitarian@parrishmed.com

15.24 Beneficial Ownership Reporting. Each Member, Manager and Board Appointed Officer (each, a "Beneficial Owner"), if a Beneficial Owner (as defined in the CTA), covenants and agrees to (a) promptly provide to the Company (upon the Company's written request at any time and from time to time) any information that the Company deems necessary or advisable to obtain from such Beneficial Owner in order for the Company to comply with the CTA, including (without limitation) any required personal identifying information and "acceptable identification document"; (b) notify the Company of any inaccuracy in or to any information provided by such Beneficial Owner

to the Company in order for the Company to comply with the CTA; and (c) notify the Company of any amendment, modification, supplement, or other change in or to information provided by such Beneficial Owner to the Company in order for the Company to comply with the CTA.

15.25 Affidavits.

(a) As required by Section 787.06(13), Florida Statutes, relating to human trafficking as defined therein, ROP, as a contracting party with a governmental entity, hereby covenants and agrees to execute an affidavit in substantially the form attached hereto as Exhibit F (the "ROP Affidavit"), and timely deliver the ROP Affidavit to the Company and PRO Oncology, concurrently with ROP's execution of this Agreement.

(b) As required by Section 787.06(13), Florida Statutes, relating to human trafficking as defined therein, the Company, as a contracting party with a governmental entity, hereby covenants and agrees to execute an affidavit in substantially the form attached hereto as Exhibit G (the "Company Affidavit"), and timely deliver the Company Affidavit to PRO Oncology, concurrently with the Company's execution of this Agreement.

(c) As required by Section 787.06(13), Florida Statutes, relating to human trafficking as defined therein, each Person that agrees to be bound by the provisions of this Agreement effective on any date after the Effective Date by their execution of a Joinder or any other document, as a contracting party with a governmental entity, hereby covenants and agrees to execute an affidavit in substantially the form attached hereto as Exhibit H or in such comparable form as may be requested by the Board (the "Other Contracting Party Affidavit"), and timely deliver the Other Contracting Party Affidavit to the Company and PRO Oncology, concurrently with such Person's execution of such Joinder or other document agreeing to be bound by the provisions of this Agreement.

[Remainder of Page Intentionally Left Blank. Signature Page Follows]

IN WITNESS WHEREOF, the Company and its Members have executed this Agreement effective as of the day and year first above written.

THE COMPANY:

PARRISH RADIATION ONCOLOGY, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

MEMBERS:

PRO ONCOLOGY, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

RADIATION ONCOLOGY PARTNERS, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A
TO
OPERATING AGREEMENT
OF
PARRISH RADIATION ONCOLOGY, LLC

Members, Member Addresses,
Number of Units, Percentage Interests,
Capital Contributions and Unreturned Capital

As of: August 1, 2025

Member Name	Member Address	Number of Units	Percentage Interest	Capital Contributions	Unreturned Capital
PRO Oncology, LLC	951 North Washington Ave. Titusville, FL 32796	800 Units	80.00%	$1,108,662.00*	$1,108,662.00*
Radiation Oncology Partners, LLC	2235 Langley Circle Orlando, FL 32835	200 Units	20.00%	$ 0/00**	$ 0.00**
	TOTAL	1,000 Units	100.000%	$1,108,662.00**	$1,108,662.00**

* The initial Capital Contributions made by PRO Oncology consists of the Equipment. The Members and the Company hereby acknowledge and agree that the estimated fair market value of the Equipment is equal to the dollar amount of PRO Oncology's Initial Capital Contribution as set forth above.

** The initial Capital Contributions required to be made by ROP may not have been fully made by ROP as of the Effective Date, in which case only the amount of such initial Capital Contribution actually made by ROP as of the Effective Date are treated as "Capital Contributions" and "Unreturned Capital" of ROP as of the Effective Date, and this Exhibit A shall be amended to reflect any additional initial Capital Contributions made by ROP after the Effective Date if and when made by ROP.

EXHIBIT B
TO OPERATING AGREEMENT OF
PARRISH RADIATION ONCOLOGY, LLC

EQUIPMENT

Oncology Equipment

HAI #	Proj	AssetID	Asset Class	Asset Description	Date	Historical Cost	Fair Market Value Installed as of: 5/31/2025
13	SCCC2015	51OS0044	Furniture and Fixtures	RADIATION PHYSICIAN OFF. DESKS	2015	7,610	2,830
20	SCCC2015	51OS0077	Furniture and Fixtures	15 WOOD LOBBY GUEST CHAIRS (2)	2015	651	231
26	SCCC2015	51OS0095	Furniture and Fixtures	24 GUEST EXAM ROOM CHAIRS (2)	2015	316	148
29	SCCC2015	51OS0117	Furniture and Fixtures	14 WOOD BACK CHECK OUT CHAIRS (3)	2015	630	272
38	SCCC2015	51OS0163	Furniture and Fixtures	7 LOBBY END TABLES (2)	2015	606	260
40	SCCC2015	51OS0181	Furniture and Fixtures	5 RADIOLOGY OFFICE CHAIRS (4)	2015	1,480	632
41	SCCC2015	51OS0184	Furniture and Fixtures	5 BLOOD DRAW CHAIRS (1)	2015	346	208
59	SCCC2015	51OS0232	Furniture and Fixtures	3 OFFICE CHAIRS (3)	2015	1,200	350
71	SCCC2015	51OS0279	Furniture and Fixtures	BOOKCASE	2015	860	220
72	SCCC2015	51OS0280	Furniture and Fixtures	BOOKCASE	2015	860	220
75	SCCC2015	51OS0284	Furniture and Fixtures	2 BOOKCASES (2)	2015	830	200
77	SCCC2015	51OS0292	Furniture and Fixtures	2 OFFICE CHAIRS (1)	2015	335	110
81	SCCC2015	51OS0307	Furniture and Fixtures	4 DRAWER FILING CABINET (3)	2015	495	188
83	SCCC2015	51OS0314	Furniture and Fixtures	2 PNEUMATIC HEIGHT STOOLS (2)	2015	630	190
84	SCCC2015	51OS0319	Furniture and Fixtures	2 PNEUMATIC HEIGHT STOOLS (1)	2015	305	90
91	SCCC2015	51OS0355	Furniture and Fixtures	STORAGE CABINET	2015	470	170
94	SCCC2015	51OS0372	Furniture and Fixtures	STORAGE CABINET	2015	400	150
102	SCCC2015	51OS0406	Furniture and Fixtures	TABLE	2015	310	110
125	21999M412	61600131	Furniture and Fixtures	RECLINERS(25), NEMSCH. CONSOUL (3)	2022	10936	9828
139	SCCC2015	51OS0002	Medical Equipment	VARIAN TRILOGY MACHINE	2015	780000	207000
140	SCCC2015	51OS0009	Medical Equipment	VARIAN MEDICAL EQUIPMENT	2015	107860	28600
141	SCCC2015	51OS0023	Medical Equipment	VARIAN TRILOGY MACHINE	2015	22360	5930
144	SCCC2015	51OS0070	Medical Equipment	TRILOGY COUCH TOP UPGRADE	2015	5470	1410
147	SCCC2015	51OS0122	Medical Equipment	SUN NUCLEAR EQUIPMENT	2015	2740	730
151	SCCC2015	51OS0177	Medical Equipment	HOT LAB EQUIPMENT	2015	1,930	630
156	SCCC2015	51OS0259	Medical Equipment	SUN NUCLEAR MEDICAL EQUIPMENT	2015	970	260
161	SCCC2015	51OS0418	Medical Equipment	SHILDED SYRINGE	2015	290	90
165	SCCC2015	51OS0528	Medical Equipment	1 DOSE READER	2015	120	35
192	19526O001	52600231	Medical Equipment	CT SCANNER,PHILIPS DS BIG BORE	2019	348,706	201,000
193	19526O001	52600232	Medical Equipment	RENOV. & FURN - BORE CT SCAN	2019	40,395	23,300
194	20526O026	52600233	Medical Equipment	BEAM SCAN SYS., IC PROFILER	2019	37,109	21,400
196	18526R334	52600243	Medical Equipment	LINAC UPGRAGE, VARIAN	2020	532,155	355,000
293	15526R054	52600224	Software	SFTWR UPGRD,VARIAN TRILOGYIMRT	2015	37,610	8,270
296	20526O031	52600235	Software	SW, SUNCHECK FOR LINACC	2020	20,969	11,600
297	20526O031	52600236	Software	SW, SUNCHECK FOR LINACC	2020	20,969	11,600
298	18526R334	52600275	Software	LINAC SW UPGD,IDENTIFY/ECLIPSE	2022	218,826	150,000
299	22526O803	52600270	Software	WIN10 UPGRADE, BIG BORE CT DS	2022	95,394	65,400
					Grand Total	**$2,303,143**	**$1,108,662**

EXHIBIT C
TO OPERATING AGREEMENT OF
PARRISH RADIATION ONCOLOGY, LLC

BOARD OF MANAGERS

Manager Name	Street Address
Christopher McAlpine	951 North Washington Ave. Titusville, FL 32796
Michael Moehring	951 North Washington Ave. Titusville, FL 32796
Matthew Graybill	951 North Washington Ave. Titusville, FL 32796
David Diamond, MD	2235 Langley Circle Orlando, FL 32835
Vikram Saini, JD	2235 Langley Circle Orlando, FL 32835

EXHIBIT D
TO OPERATING AGREEMENT OF
PARRISH RADIATION ONCOLOGY, LLC

BOARD OF MANAGERS – ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS

In accordance with the terms of the Operating Agreement of Parrish Radiation Oncology, LLC, dated as of August 1, 2025 (the "Operating Agreement"), the undersigned Manager has been appointed to the Board effective as of the ____ day of _____, 20___.

By his/her/its signature below, the undersigned Manager acknowledges receipt of a copy of the Operating Agreement, and agrees, as a condition of the retention of the undersigned position as a Manager, to be bound by all of the terms and conditions set forth in the Operating Agreement, including, without limitation, (1) each of the restrictive covenants set forth in Section 13 of the Operating Agreement, as though each reference therein to the term "Covenanting Member" were substituted with the term "Manager", and the Covenant Period with respect to such Manager meant the period during which such Person is a Manager and the twenty-four (24) month period commencing on the date that such person ceased to be a Manager; and (2) each of the covenants set forth in Section 15.24 of the Operating Agreement.

Manager: _____
Printed Name: _____
Address: _____
_____
Signature: _____
Signed and agreed to as of this ____ day of _____, 20___

Manager: _____
Printed Name: _____
Address: _____
_____
Signature: _____
Signed and agreed to as of this ____ day of _____, 20___

Manager: _____
Printed Name: _____
Address: _____
_____
Signature: _____
Signed and agreed to as of this ____ day of _____, 20___

Manager: _____
Printed Name: _____
Address: _____
_____
Signature: _____

Signed and agreed to as of this ____ day of _____, 20___

Manager: _____
Printed Name: _____
Address: _____
_____
Signature: _____
Signed and agreed to as of this ____ day of _____, 20___

EXHIBIT E
TO OPERATING AGREEMENT
OF
PARRISH RADIATION ONCOLOGY, LLC

BOARD EXCLUSIVE DECISIONS

Notwithstanding any other provision of the Operating Agreement of PARRISH RADIATION ONCOLOGY, LLC, dated effective as of August 1, 2025, of which this Exhibit is a part (the "Operating Agreement"), neither the Company, the Center Manager, any Manager, any Board Appointed Officer, nor any employee of the Company may take any action or incur any obligation binding on the Company within the scope of any of the actions or decisions listed below (each a "Board Exclusive Decision") unless and until the Board Exclusive Decision has been approved by the Board. Capitalized terms used in this Exhibit but not defined herein shall have the meaning ascribed to them in the Operating Agreement.

(a) do any act in contravention of the Operating Agreement or applicable law;

(b) file a voluntary petition or otherwise initiate proceedings (x) to have the Company adjudicated insolvent or, (y) seeking an order for relief of the Company as debtor under the United States Bankruptcy Code (11 U.S.C. §§ 101 et seq.); file any petition seeking any composition, reorganization, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy laws or any other present or future applicable federal, state or other statute or law relative to bankruptcy, insolvency, or other relief for debtors with respect to the Company; or seek the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Company or of all or any substantial part of the Company Property, or make any general assignment for the benefit of creditors of the Company, or admit in writing the inability of the Company to pay its debts generally as they become due, or declare or effect a moratorium on the Company's debt or take any action in furtherance of any proscribed action;

(c) confess to judgment against the Company;

(d) sell, transfer or otherwise dispose of all or substantially all of the Company Property;

(e) mortgage, encumber, or grant a security interest in any of the Company Property;

(f) amend the Operating Agreement or the Articles, including an amendment, the effect of which would be to cause the Company to be taxable as a corporation or to be treated as an association taxable as a corporation for federal income tax purposes;

(g) dissolve or terminate the Company;

(h) consummate a merger, consolidation, reorganization or other business combination of the Company with another Person, regardless of whether the Company is the surviving entity in the transaction;

(i) permit the Transfer by any Member of all or any part of its Units and/or Membership Interest other than a Permitted Transfer;

(j) except for any Deficit Loan, incur any third party indebtedness on behalf of the Company (other than ordinary course trade indebtedness) or cause the Company to guaranty any indebtedness;

(k) admit new Members or, except as provided in Section 3.2(d) of the Operating Agreement, issue any new Units or Membership Interest;

(l) redeem, purchase or otherwise acquire any Units or Membership Interest;

(m) effect any distribution of any Company Assets;

(n) materially amend, modify, waive, consent, approve, terminate or make any other material decision affecting or relating to the Management Services Agreement, any Equipment Lease Agreement, or the Real Property Lease Agreement;

(o) do any act that would make it impossible to carry on the ordinary business of the Company;

(p) except for any Deficit Loan, cause the Company to enter into any agreement or contract, or series of related agreements or contracts, pursuant to which Company could be required to sell, transfer or convey assets or make expenditures with a value in excess of One Hundred Fifty Thousand Dollars ($150,000);

(q) cease the operation of, or substantially change, modify or expand, the Business or transfer any part of the Business to any other entity;

(r) consummate any single loan or advance, or series of related loans or advances, by the Company to any third party or any Member or Affiliate of a Member;

(s) take any action resulting in a guaranty by any Member;

(t) form any subsidiary or otherwise obtain any ownership interest in another entity;

(u) except as provided in Section 3.2(d) of the Operating Agreement, change the Percentage Interest held by any Member; and/or

(v) do any other matters expressly set forth in the Operating Agreement as requiring the consent, vote or approval of the Board.

EXHIBIT F
TO OPERATING AGREEMENT
OF
PARRISH RADIATION ONCOLOGY, LLC

ROP AFFIDAVIT

NONGOVERNMENTAL ENTITY
HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

I, the undersigned, am an officer or representative of Radiation Oncology Partners, LLC, a Florida limited liability company ("ROP"), and attest that ROP does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

Print Name:_____
Title:_____
Signature:_____
Date:_____

Radiation Oncology Partners, LLC,
a Florida limited liability company

By: _____
Print Name: _____
Print Title: _____

EXHIBIT G
TO OPERATING AGREEMENT
OF
PARRISH RADIATION ONCOLOGY, LLC

COMPANY AFFIDAVIT

NONGOVERNMENTAL ENTITY
HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

I, the undersigned, am an officer or representative of Parrish Radiation Oncology, LLC, a Florida limited liability company ("PRO"), and attest that PRO does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

Parrish Radiation Oncology, LLC,
a Florida limited liability company

By: _____
Print Name: _____
Print Title: _____

EXHIBIT H
TO OPERATING AGREEMENT
OF
PARRISH RADIATION ONCOLOGY, LLC

OTHER CONTRACTING PARTY AFFIDAVIT

NONGOVERNMENTAL ENTITY
HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

I, the undersigned, am an officer or representative of _____, a _____ ("_____"), and attest that _____ does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

_____,
a _____

By: _____
Print Name: _____
Print Title: _____

SCHEDULE 13.1
EXISTING FROP PATIENTS

EXHIBIT “F”.

MANAGEMENT AND SERVICES AGREEMENT

[ATTACH]

MANAGEMENT SERVICES AGREEMENT

THIS MANAGEMENT SERVICES AGREEMENT (the "Agreement") is made effective the 1st day of October, 2025 (hereinafter, "Effective Date") by and between PARRISH RADIATION ONCOLOGY, LLC, a Florida limited liability company ("JV Company"), and RADIATION ONCOLOGY PARTNERS, LLC, a Florida limited liability company (hereinafter, "Management Company").

Background

A. Management Company has expertise in the operation of radiation oncology and radiation oncology therapy related medical services, provides billing, management, operational, and other consulting services uniquely suited to and designed for the efficient operation of radiation oncology medical services, and has adequate facilities and personnel required for the provision of such services.

B. JV Company subleases a portion of the building known as the "Parrish Oncology Center" located at 490 N. Washington Avenue, Titusville, Florida 32797 (the "Building"), with the subleased premises more particularly shown on Exhibit A (collectively, the subleased portions of the Building shall be referred to as the "Radiation Oncology Center").

C. JV Company desires to utilize the comprehensive management and consulting services of Management Company, as well as Clinical Professional Personnel of the Management Company in the conduct of the Radiation Oncology Center's business, and Management Company desires to be so utilized.

NOW THEREFORE, subject to the terms and conditions, and in consideration of the mutual promises and covenants, herein contained, JV Company and Management Company agree as follows:

ARTICLE 1
RELATIONSHIP BETWEEN MANAGEMENT COMPANY AND JV COMPANY

1.1 Engagement. Subject to the terms, provisions, and conditions set forth in this Agreement, and in consideration of the duties, covenants, and obligations of the parties as set forth herein, JV Company hereby appoints Management Company as its agent with respect to the management of the day-to-day operations of the Radiation Oncology Center, and grants to Management Company the power and authority to provide the comprehensive management and personnel staffing services for the Radiation Oncology Center set forth in this Agreement and in Exhibit B (the "Management Services"), upon the terms and conditions set forth in this Agreement. The Management Company shall also employ the physician clinic providers who are qualified radiation oncologists and will provide radiation oncology services at the Radiation Oncology Center (herein called Physician Clinical Providers). North Brevard Medical Support, Inc. ("NBMS") and/or North Brevard County Hospital District dba Parrish Medical Center (the "District") will employ all other employees necessary for the operation of the Parrish Oncology Center as mutually agreed by Management Company, the District, NBMS, and JV Company

(including but not limited the Center Manger). In addition, Management Company may contract with a Medical Physicist Group and Medical Dosimetrists Group to provide a qualified medical physicist and qualified medical dosimetrist to optimize patient outcomes. JV Company agrees that it will in good faith, at any time, at the request of Management Company, execute and deliver to Management Company all other documents and instruments necessary to vest in Management Company authority required to perform the duties required under this Agreement. Material changes to this Agreement, including modifications to Exhibit B, shall be approved by a Supermajority in Interest of the Members of JV Company, in accordance with JV Company's Limited Liability Company Operating Agreement (the "Operating Agreement").

1.2 Authority Related to Management of the Radiation Oncology Center. Management Company will have such operating and management authority over the functions of the Radiation Oncology Center as are defined herein in Article 2 and in Exhibit B, subject at all times to the ultimate operating and management authority of JV Company. Nothing contained in this Agreement shall be construed to abrogate the ultimate authority of JV Company over the management and operations of the Radiation Oncology Center, and JV Company shall retain authority and exercise control over the business of the Radiation Oncology Center, in accordance with JV Company's Articles of Organization and Operating Agreement.

ARTICLE 2
RIGHTS AND RESPONSIBILITIES OF MANAGEMENT COMPANY

2.1 Management Services. The intentions of the parties in entering into this Agreement are that Management Company assist JV Company in managing and supervising the Radiation Oncology Center and the services provided to the Radiation Oncology Center's patients; provided, however, that JV Company shall remain ultimately responsible for all patient care and other clinical activities of the Radiation Oncology Center. All services provided to patients of the Radiation Oncology Center shall be provided in accordance with a plan of care established by the patient's physician in conjunction with the Radiation Oncology Center's staff, and others involved in the patient's care. During the Term, Management Company agrees to provide the Management Services. Management Company agrees that the Management Services will be provided in accordance with all federal, state, and local laws, rules, and regulations, and all requirements of third-party payors, specifically applicable to the provision of such Management Services as reflected in this Agreement. To ensure that JV Company retains ultimate authority for the Radiation Oncology Center, JV Company may monitor Management Company in its provision of Management Services to JV Company. In accordance with Section 3.1 of this Agreement, JV Company shall have the right to inspect books and records maintained by the Management Company regarding the Radiation Oncology Center's operations.

2.2 General Description of Services. During the Term and in the course of its management and operation of the Radiation Oncology Center, subject to the reimbursement provisions in Article 5, Management Company will have the following general rights and duties:

(a) Physician Personnel Services.

(i) Management Company shall provide the Radiation Oncology Center with all necessary human resource functions, including processing personnel files, tracking, and employee evaluations or contractor evaluations for all Physician Clinical Providers and for the medical physicist and medical dosimetrists controlled by the Management Company (collectively Clinical Professional Personnel) and for all Physician Clinical Providers who shall be employed by Management Company to provide services at the Radiation Oncology Center for optimal patient outcomes;

(ii) Management Company shall engage and furnish to the Radiation Oncology Center qualified Physician Clinical Providers and qualified medical physicist and qualified medical dosimetrist needed for the Radiation Oncology Center's operations and shall provide day-to-day direction, supervision, and administration of such Clinical Professional Personnel as are necessary and appropriate for the provision of radiation oncology medical services by the Radiation Oncology Center;

(iii) Management Company's duties shall also include, but not be limited to Clinical Professional Personnel assignments, establishment of wage or payment schedules and personnel policies for all Clinical Professional Personnel, establishment of hours and shifts, quality assurance standards, training, and other matters of supervision on a day-to-day basis for all Clinical Professional Personnel providing services at the Radiation Oncology Center;

(iv) Management Company shall be responsible for and shall pay directly all compensation related expenses of all Clinical Professional Personnel contracted by the Radiation Oncology Center, including (A) contract labor expenses (if applicable), salary and wage expenses, (B) the withholding and/or payment of income, social security, and other payroll-related taxes, and required employer contributions, (C) unemployment coverage, (D) workers' compensation insurance coverage and professional liability coverage with limits as provided herein, (E) reimbursement for reasonable and necessary business expenses, and (F) the provision of employee benefits, as the same are offered by Management Company from time to time, and those benefits paid or offered by JV Company. Management Company shall not be liable for any compensation-related expenses concerning periods prior to the Effective Date. Management Company shall also provide, or cause to be provided, any and all payroll processing, including processing of payroll taxes and filings as required by applicable law, for all Clinical Professional Personnel providing services at the Radiation Oncology Center; and

(v) To the extent required by law, all personnel performing "qualifying services" (as such term is described in the Centers for Medicare & Medicaid Services ("CMS") Conditions of Participation for Radiation Oncology found at 42 C.F.R. Subpart B Radiation Oncology Model) for the Radiation Oncology Center (i.e., clinical personnel) shall be considered contractors of the Radiation Oncology Center. Personnel who are not required by law to be contractors of the Radiation Oncology Center may be employed by Management Company and the cost thereof shall be reimbursed by the Radiation Oncology Center to Management Company in accordance with Article 5.

(vi) Management Company shall not be responsible for and shall not pay employment related expenses for personnel providing services (other than the Clinical Professional Personnel) at the Radiation Oncology Center including A) contract labor expenses (if applicable), salary and wage expenses, (B) the withholding and/or payment of income, social security, and other payroll-related taxes, and required employer contributions, (C) unemployment coverage, (D) workers' compensation insurance coverage and professional liability coverage, (E) reimbursement for reasonable and necessary business expenses, and (F) the provision of employee benefits, as the same are offered by either NBMS or the District from time to time, and those benefits paid or offered by JV Company. The personnel (other than the Clinical Professional Personnel shall be employed by NBMS and/or the District and shall be assigned to the Radiation Oncology Center by such employer. Either NBMS and/or the District, as the case may be, shall have supervisory control over such personnel (other than Clinical Professional Personnel) and upon mutual agreement with Management Company shall have the ability to hire, reassign, or terminate any such personal (other than Clinical Professional Personal). NBMS and/or the District shall use its reasonable best efforts to work with Management Company to assure the smooth and efficient operation of the Radiation Oncology Center and optimal patient outcomes.

(b) Financial Operations. Management Company shall be responsible for overseeing and carrying out the Radiation Oncology Center's financial operations, including, without limitation, the following:

(i) All billing and collections for services provided by the Radiation Oncology Center during the Term shall be provided by Management Company. Management Company shall act under payment disposition instructions designated by JV Company from time to time, which instructions JV Company may modify or revoke at any time. Billings and collections shall be made in accordance with all laws, rules, regulations, and requirements that apply to the submitted claims;

(ii) The payment on behalf of the Radiation Oncology Center of all operating expenses and payables, including Clinical Professional Personnel salaries and payroll taxes to the vendors, contract parties, , and creditors incurred from and after the Effective Date. JV Company shall promptly forward to Management Company any bills, payables, invoices, or other documents relating to operations of the Radiation Oncology Center incurred during the Term including but not limited to the cost of personnel (other than the Clinical Professional Personnel) employed by NBMS or the District and assigned to the Radiation Oncology Center.;

(iii) Management Company may acquire in the Radiation Oncology Center's name, by purchase or otherwise, any personal property (such as clinical and office supplies and inventories, and additional office and therapeutic furniture and equipment which may be required in the future), intellectual property (such as software), or services required for the day-to-day operation of the Radiation Oncology Center;

(iv) All monies received from the operations of the Radiation Oncology Center shall be deposited in the Management Company's bank account designated pursuant to Section 2.4(b). Management Company shall disburse necessary funds for the payment of all costs,

expenses, and expenditures provided for in this Agreement and for payment of the Management Reimbursement as described in Article 5;

(v) Management Company shall maintain such detailed revenue, expense, billing and collections, operating accounts, books, records, and reports as are required to account for the financial results and performance of the Radiation Oncology Center based on Management Company's established accounting and recordkeeping systems maintained in accordance with generally accepted accounting principles, consistently applied. Such books, records, and reports shall be made available to JV Company upon request; and

(vi) Management Company shall cause to be prepared all federal, state, municipal, and other tax returns that JV Company is required to file, subject to the approval of JV Company, and shall file with the appropriate taxing authorities all returns required to be filed by JV Company in a manner required for JV Company to be in compliance with any law governing the timely filing of such returns.

(c) Statements and Reports. Management Company shall deliver or cause to be delivered monthly and year-to-date financial statements and Management Company shall also provide other such information (including but not limited to drafts of any and all Federal, State, Municipal, and other tax returns the JV Company is required to file) reasonably requested by the members of JV Company, to the extent such information is customarily maintained and reported by Management Company.

(d) Legal Action. Management Company shall promptly provide to the Radiation Oncology Center, all necessary information to permit JV Company to institute, in its name and at the Radiation Oncology Center's expense, any and all legal actions or proceedings to collect charges, or other income due to the Radiation Oncology Center, or otherwise to take appropriate steps to protest and/or litigate in any appropriate court any final governmental or agency decision with respect to any violation, order, rule, or regulation affecting the Radiation Oncology Center.

(e) Response to Investigations and Inspections. One or more representatives of Management Company will respond in person to assist the Radiation Oncology Center, immediately upon notification of Management Company by JV Company or upon Management Company otherwise becoming aware of an inspection, survey, or investigation being conducted at the Radiation Oncology Center by any governmental, accrediting, or regulatory authority.

(f) Policies and Procedures. Management Company shall provide written operating policies and procedures to the Radiation Oncology Center covering all aspects of the Radiation Oncology Center's activities, including, without limitation, admissions, discharges, patient care services, expenditures, staffing, community education, and other functions customary to the operation of the Radiation Oncology Center. The policy and procedure manuals shall become the property of JV Company.

(g) Licensure and Certification. Management Company shall assist the Radiation Oncology Center in obtaining and maintaining its licenses and certifications in good

standing throughout the Term. Management Company will serve as liaison with governmental agencies on certification and reimbursement issues. Management Company will establish procedures for the proper completion of all patient charts and the proper implementation of all other documentation necessary to obtain payments from third-party payors.

(h) Corporate Compliance. Management Company shall assist and provide all aspects of corporate compliance to and on behalf of the Radiation Oncology Center including ,but not limited to, compliance with all state and federal healthcare laws applicable to the Radiation Oncology Center, and compliance with operational requirements rules and regulations imposed by governmental entities including but not limited to the District.

2.3 Insurance. Management Company shall include JV Company as an "additional insured" under Management Company insurance policies, as an operating expense of the Radiation Oncology Center, as are reasonably required to operate and protect the Radiation Oncology Center, Management Company, and JV Company from liability arising out of the operation of the Radiation Oncology Center. Throughout the Term and for four (4) years thereafter, Management Company agrees to maintain the following minimum insurance coverage:

(a) general liability insurance of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the aggregate covering the operations and the premises used by the Radiation Oncology Center and its appurtenances,

(b) professional liability insurance coverage of Two Hundred Fifty Thousand Dollars ($250,000) per occurrence and Seven Hundred Fifty Thousand Dollars ($750,000) in the aggregate covering the operations and Clinical Professional Personnel and other medical personnel of the Radiation Oncology Center, and

(c) workers' compensation insurance, in a form and with coverage limits not less than as prescribed by the laws of the State of Florida, and employers' liability insurance in an amount equal to the greater of Two Million Dollars ($2,000,000.00) or the minimum amount required by law covering the Clinical Professional Personnel at the Radiation Oncology Center; and

(d) commercial automobile insurance with limits of not less than One Million Dollars ($1,000,000), such policy to include all owned, non-owned, and hired vehicles. All policies of insurance shall be with reputable and duly licensed insurance carriers approved by JV Company, and shall list the Radiation Oncology Center, JV Company, and Management Company as co-insureds thereon, as their respective interests may appear.

2.4 Operating Capital and Financing. Management Company will use reasonable efforts to secure adequate financing for the Radiation Oncology Center's operations.

(a) Management Company shall assume that the working capital and other day-to-day operating and capital needs of JV Company's business are adequate in accordance with normal business practices.

(b) Management Company is hereby authorized to make payment to itself of amounts reasonable and legally due to it from JV Company which are related to the operation of the Radiation Oncology Center as provided in this Agreement.

2.5 Budget.

(a) Not later than sixty (60) days prior to the end of each calendar year, Management Company shall prepare and deliver to JV Company and its members a proposed operating and capital budget for the following year that sets forth in reasonable detail the cost of all goods, services and capital items anticipated to be incurred in connection with the operation of Radiation Oncology Center (the "Budget"). As soon as practicable after any proposed Budget is delivered to JV Company and its members, but no later than fifteen (15) days after receipt by JV Company and its members, JV Company and its members shall provide Management Company with their comments in writing, and Management Company will consider JV Company's and such member's comments in good faith. If Management Company and JV Company and its members are unable to agree on a Budget for the next ensuing calendar year, the Budget for the current year shall remain in effect until further agreement between Management Company and JV Company. Provided, however, for the period beginning on the October 1, 2025 Effective Date and ending on December 31, 2025, prior to the date hereof, the parties have agreed to the Budget for such period.

(b) Management Company and JV Company will meet at least monthly in order to review Radiation Oncology Center's performance versus the Budget, as well as to review and discuss any material change of circumstance that may have occurred since the previous meeting between the parties that Management Company reasonably believes makes it necessary to change in any material respect any items in the Budget for such year. When practicable, the meetings shall be held in person at the location of the Radiation Oncology Center or another mutually agreeable location in North Brevard County, Florida, otherwise meetings shall be held by means of video call, conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Either party may call for a meeting in addition to the monthly meetings if a party believes a meeting is in order; provided that no party may call a meeting more than twice per month; and provided further that the parties may participate in non-monthly meetings by means of video call, conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Provided, the parties may agree in writing to meet less frequently (but not less than quarterly) after the initial twelve (12) months of the term of this Agreement.

ARTICLE 3
RIGHTS AND RESPONSIBILITIES OF JV COMPANY

3.1 Right of Inspection. The books and records of the Radiation Oncology Center shall be maintained by Management Company at the Radiation Oncology Center's principal place of business. JV Company and its members shall have the right during business hours upon reasonable advance notice to Management Company to examine, inspect or make copies of books and records relating to the Radiation Oncology Center's business, but the same shall be done with as little disruption as possible. In the event that (a) any Member of JV Company is required under applicable law to respond to any inquiry by a third party concerning any payment or reimbursement

made by JV Company to Management Company hereunder, or (b) any Member desires substantiation of any such payment or reimbursement, Management Company shall cooperate with all reasonable requests of such Member, including by providing such Member and its representatives with access to all information concerning such payments or reimbursements as may be reasonably requested by such Member.

3.2 Cooperation with Management Company.

(a) JV Company hereby appoints Management Company (and its billing and collections agents) as its true and lawful agent, and authorizes Management Company to bill, collect, demand, and accept on behalf of the Radiation Oncology Center all amounts which become due, owing, or payable to the Radiation Oncology Center from any organization, entity, or individual, including all federal health care programs, for services rendered by or under the supervision of the Radiation Oncology Center, and to effect receipts, releases, and discharges for such amounts and collection of such amounts for each fiscal year beginning October 1 2025;

(b) Fees and Charges for all services provided at the Radiation Oncology Center shall be established by the Management Company subject to the approval of the JV Company which approval shall not be unreasonably withheld.

(c) JV Company will reasonably cooperate with Management Company's quality assurance, peer review and patient satisfaction activities.

(d) JV Company agrees that it will in reasonably good faith at the reasonable request of Management Company, execute and deliver to Management Company all other instruments necessary to vest in Management Company the authority required to perform the duties required under this Agreement.

3.3 Notification of Inspections by Regulatory Authorities. Each party hereto shall promptly notify the other upon the appearance on the Radiation Oncology Center's premises of any governmental authorities, or of any other persons authorized by any governmental agency, or of any other oral or written request for investigation, for the purposes of conducting an inspection, survey, audit, or investigation of the Radiation Oncology Center and/or its operations.

3.4 Non-Disclosure.

(a) Each party acknowledges that it will have access to certain trade secrets and confidential and proprietary information which is exclusively the property of the other, including, without limitation, documents, recordings, photographs, policies, procedures, forms, patient/customer/client lists, public relations and employee training materials, or any other "trade secret" as defined by law.

(b) Except as otherwise required by law, including but not limited to those laws referenced in section 3.4(d) below, JV Company and Management Company agree that they will not, directly or indirectly, (i) during the Term, divulge to any person, or use for its own benefit, any confidential or proprietary information of the other party or (ii) at any time divulge to any

person, or use for its own benefit, any trade secrets of the other party for so long as such trade secret constitutes a trade secret under applicable law

(c) JV Company and Management Company hereto agree that. except as otherwise required by Florida law, including but not limited to the laws referenced in Section 3.4(d) below, a breach of the provisions of this Section 3.4 will result in irreparable injury to the other party and therefore agree and understand that the other party may seek injunctive relief to prevent disclosure of any information subject to this Agreement.

(d) If requested by legal process to disclose any information constituting any of Management Company's confidential or proprietary information, JV Company shall promptly give notice of such request to Management Company so that Management Company may, in is sole cost and expense, seek an appropriate protective order or, in the alternative, waive compliance to the extent necessary to comply with such request if a protective order is not obtained. If a protective order or waiver is granted, JV Company may disclose such information only to the extent required by such court order or to the extent permitted by such waiver. Management Company acknowledges that one of the members of JV Company, PRO Oncology, LLC an affiliate of NBMS is considered a quasi-governmental agency of the State of Florida and that, as such, information disclosed to JV Company or by JV Company to PRO Oncology, LLC, or NBMS may be subject to disclosure pursuant to Article I, Section 24 of the Florida Constitution and Chapter 119, *Florida Statutes*; provided, however, PRO Oncology, LLC, and NBMS agree to provide reasonable advance written notice to Management Company prior to disclosure of any of Management Company's or JV Company's information pursuant to the provisions of this sentence. Management Company or JV Company, as the case may be, shall be required to give notice to PRO Oncology, LLC, and NBMS to assert confidentiality under applicable law with respect to any proprietary or confidential information sought to be disclosed by PRO Oncology, LLC, and NBMS and the basis therefore within five (5) business days following receipt from PRO Oncology, LLC, and NBMS of its intent to disclose such confidential information. Management Company further acknowledges that PRO Oncology, LLC, and NBMS takes the position that all meetings of its board of directors are open to the public pursuant to Section 286.001, *Florida Statutes*, and Article I, Section 24 of the Florida Constitution, and that PRO Oncology, LLC, and NBMS conducts its meetings accordingly.

(e) The provisions of this Section 3.4 shall survive the termination of this Agreement.

ARTICLE 4
BOOKS AND RECORDS

4.1 Books and Records. Management Company shall have the responsibility to supervise and direct the keeping of full and accurate books of account and such other records as may be necessary or appropriate in order to accurately reflect the results of the operation of the Radiation Oncology Center, which shall be made available to JV Company upon request.

4.2 Access to Books and Records.

(a) If this Agreement is determined to be a contract within the purview of Section 1861(v)(1) of the Social Security Act and regulations promulgated in implementation thereof, Management Company shall, until the expiration of four (4) years after the furnishing of the Management Services, upon proper written request and prior written consent of JV Company, allow the Comptroller General of the United States, the Secretary of the Department of Health and Human Services, and their duly authorized representatives access to this Agreement and Management Company's books, documents, and records necessary to certify the nature and extent of costs of the Management Services provided hereunder.

(b) The provisions of this Section 4.2 shall survive the expiration or any termination of this Agreement.

ARTICLE 5
MANAGEMENT COMPANY REIMBURSEMENT

JV Company shall reimburse Management Company for all Direct Costs incurred by Management Company in providing the Management Services hereunder (the "Management Reimbursement"). "Direct Costs" shall mean all expenses incurred and paid by Management Company in providing the Management Services that are directly attributable to the Radiation Oncology Center, including, without limitation, actual expenditures related to the Clinical Professional Personnel and actual expenditures directly related to the Radiation Oncology Center's operations actually paid by the Management Company (e.g., leases or subleases of space and equipment, travel, supplies, utilities, telephone, internet, marketing, advertising, equipment, supplies, taxes, insurance, and other costs customarily incurred by radiation oncology centers). In addition, as part of Direct Costs, Management Company shall be entitled to charge a management fee as mutually agreed with JV Company not to exceed 2.5% of the total of Direct Costs (excluding such management fee). Provided, however, Indirect Costs of the Management Company shall not be charged to the Radiation Oncology Center.

ARTICLE 6
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ARTICLE 7
TERM AND TERMINATION

7.1 Term. The initial term of this Agreement (the "Initial Term") shall commence on the Effective Date, and, unless sooner terminated pursuant to this Article 7, shall remain in effect until the fifth (5th) anniversary of the Effective Date. Upon the expiration of the Initial Term, this Agreement will be automatically extended for successive additional periods of five (5) years each (each, a "Renewal Term," and collectively the Initial Term and any Renewal Term(s) may be referred to herein as "Term"), unless either party gives written notice to the other of its intent to

terminate this Agreement one hundred twenty (120) days prior to end of the then-effective Initial Term or Renewal Term, as applicable.

7.2 Termination. This Agreement shall terminate and, except as to liabilities, obligations, or claims of either party hereto which shall have accrued or arisen prior to such termination or that expressly survive such termination, the obligations of the parties hereto with respect to this Agreement shall cease and terminate as follows:

(a) Termination by JV Company for Cause.

(i) This Agreement may be terminated by JV Company for cause in the event of a breach by Management Company of any material term or condition hereof and the failure of Management Company to institute reasonable action to cure such breach within fifteen (15) days following the receipt of written notice of such breach from JV Company to Management Company;

(ii) If Management Company shall (A) apply for or consent to the appointment of a receiver or trustee for the liquidation of all or a substantial part of its assets, (B) file a voluntary petition in bankruptcy, (C) make a general assignment for the benefit of its creditors, or (D) file a petition or answer seeking reorganization or arrangement with its creditors or to take advantage of any insolvency law, then JV Company shall immediately have the right, at JV Company's option, to terminate this Agreement upon five (5) days' written notice to Management Company; or

(iii) If a petition is filed by a creditor of Management Company alleging that Management Company is bankrupt or insolvent or requesting the appointment of a receiver or trustee, or seeking a liquidation of all or a substantial part of Management Company's assets, and such petition is not dismissed or stayed within sixty (60) days after the date of its filing, then JV Company shall immediately have the right, at JV Company's option, to terminate this Agreement upon five (5) days' written notice to Management Company.

(b) Termination by Management Company for Cause.

(i) If JV Company shall (A) apply for or consent to the appointment of a receiver or trustee for the liquidation of all or a substantial portion of its assets, (B) file a voluntary petition in bankruptcy, (C) make a general assignment for the benefit of its creditors, or (D) file a petition or answer seeking a reorganization or an arrangement with creditors or to take advantage of any insolvency law, then Management Company shall immediately have the right, at Management Company's option, to terminate this Agreement upon five (5) days' written notice to JV Company;

(ii) If a petition is filed by a creditor of JV Company alleging that JV Company is bankrupt or insolvent or requesting the appointment of a receiver or trustee, or seeking a liquidation of all or a substantial part of JV Company's assets, and such petition is not dismissed or stayed within sixty (60) days after the date of its filing, then Management Company shall

immediately have the right, at Management Company's option, to terminate this Agreement upon five (5) days' written notice to JV Company;

(iii) If JV Company shall fail to keep, observe, or perform any material covenant, agreement, term, or provision of this Agreement, including the payment of the Management Reimbursement, and if such default shall continue for a period of fifteen (15) days after written notice thereof by Management Company to JV Company, then in such event Management Company may terminate this Agreement, at Management Company's option, at any time thereafter while such default continues upon written notice from Management Company to JV Company;

(iv) If JV Company's license or provider agreements are at any time suspended, terminated, or revoked and such suspension, termination, or revocation shall continue unabated and in effect for a period of thirty (30) consecutive days, this Agreement may be terminated at Management Company's option, upon five (5) days' written notice from Management Company to JV Company; or

(c) Automatic Termination.

(i) If JV Company is dissolved, then this Agreement shall terminate as of the date of dissolution;

(ii) A party shall be deemed to have terminated this Agreement effective on the date on which (A) the party is excluded or debarred from participation in governmental payor programs or (B) the party is convicted of a felony related to health care fraud or federally funded health care program abuse; or

(iii) If the Management Company is no longer a member of JV Company, pursuant to JV Company's Operating Agreement or otherwise, then this Agreement shall terminate, as of the date on which the Management Company cease to be a member of JV Company; provided, however, that Management Company shall continue to provide the Management Services agreed upon hereunder until and through such date.

(d) Other Termination Rights. This Agreement may be terminated pursuant to the provisions of Section 9.12 herein.

ARTICLE 8
INDEMNIFICATION

8.1 Indemnification By Management Company. Management Company hereby agrees to defend, indemnify and hold JV Company, its members and their respective managers, members, officers, employees, shareholders, successors and assigns (the "JV Indemnified Parties") harmless, from and against any and all losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and related costs) that may be sustained or suffered by any JV Indemnified Party resulting from (a) Management Company's negligence or willful misconduct related to the management of the Radiation Oncology Center, or (b) any material breach by

Management Company of any of its representations, warranties, covenants, obligations or duties under this Agreement.

8.2 Indemnification By JV Company. JV Company hereby agrees to defend, indemnify and hold Management Company, its respective managers, members, officers, employees, shareholders, successors and assigns (the "Management Indemnified Parties") harmless, from and against any and all losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and related costs) that may be sustained or suffered by any Management Indemnified Party resulting from (a) JV Company's negligence or willful misconduct related to the management of the Radiation Oncology Center, or (b) any material breach by JV Company of any of its representations, warranties, covenants, obligations or duties under this Agreement. Provided in no event shall PRO Oncology, LLC or NBMS have any liability in excess of the lessor of its investment in the joint venture or the limitation provided in the Florida Statutes for waiver of Sovereign Immunity by governmental entities found at section 768.28 Florida Statutes as if such waiver applied to this Agreement.

8.3 Continuing Effect. The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9
GENERAL PROVISIONS

9.1 Assignment. Neither party may assign this Agreement without prior written consent of the other party.

9.2 Notices. Any notice or other communication by either party to the other shall be given in writing and deemed to have been duly given when either delivered personally or mailed, postage prepaid, certified or registered mail, return receipt requested addressed as follows:

If to JV Company: Parrish Radiation Oncology, LLC
490 N. Washington Avenue
Titusville, Florida 32797
Attention: Manager

With a copy to: North Brevard Medical Support
951 North Washington Avenue
Titusville, Florida 32796
Attention: George Mikitarian,
Chief Executive Officer/President

If to Management Company: Radiation Oncology Partners, LLC
2235 Langley Circle
Orlando, FL 32835
ATTN: David Diamond, M.D.

With a copy to: VS Endeavors, LLC
2235 Langley Circle
Orlando, FL 32835
ATTN: Vikram Saini, JD

Either party hereto may, from time to time, change such party's address for receiving notices under this Agreement by giving written notice thereof to the other party.

9.3 No Partnership or Joint Venture. It is expressly acknowledged by the parties hereto that Management Company is an independent contractor and nothing in this Agreement is intended, nor shall it be construed, to create any employer/employee relationship, partnership, or a joint venture relationship between JV Company or its successors or assigns, on the one hand, and Management Company, its successors or assigns, on the other hand.

9.4 Modifications and Changes. This Agreement cannot be changed, modified, or amended except by an amendment to this Agreement or another agreement in writing signed by the parties hereto. Any material modifications to this Agreement, including changes to Exhibit B, shall be approved by a majority in Interest of the Members of JV Company, in accordance with the Operating Agreement.

9.5 Entire Agreement. This Agreement supersedes all of the understandings and agreements of whatsoever nature or kind existing between the parties with respect to the management of the Radiation Oncology Center, other than JV Company's Operating Agreement, and constitutes the entire agreement between the parties relating to the matters covered by this Agreement. No oral statements or prior written materials not specifically incorporated herein shall be of any force and effect.

9.6 Headings. Article and Section headings contained herein are for convenience of reference only, are not intended to define, limit, or describe the scope or intent of any of the provisions of this Agreement, to be considered in the interpretation of this Agreement. The headings of this Agreement shall not in any way limit the scope or modify the substance or context of any Sections of this Agreement.

9.7 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any action or proceeding arising out of or connected with this Agreement shall lie exclusively in the courts in and for Brevard County, Florida.

9.8 Future Contracts. If any new contract is negotiated between JV Company and Management Company relating to the Radiation Oncology Center, such new contract shall be effective only if set out in writing and duly executed by the parties hereto.

9.9 Force Majeure. No party shall be deemed to be in violation of this Agreement if it is prevented from performing or is hindered in its performance of any of its obligations hereunder

for any reason beyond its control, including, without limitation, strikes, shortages, pandemic, lack of JV Company's financial resources, or any statute, regulation, or rule of the federal, any state, or local government, or any agency thereof, now or hereafter in force.

9.10 Waiver. The failure on the part of any party to insist in any instance upon the strict observance by the other of any provision or term on this Agreement shall not be construed as a waiver of that or any other provision of this Agreement. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent or other breach hereof.

9.11 Counterparts and Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. An electronic signature shall be deemed an original signature for purposes of this Agreement and shall be given the same effect as if it were an original signature.

9.12 Fraud and Abuse/Stark Act. It is the intent and belief of the parties hereto that this Agreement complies with the Medicare/Medicaid anti-kickback and civil monetary penalties statutes and regulations promulgated thereunder. It is also the intent and good faith belief that this Agreement complies with the provisions of the Stark Law and does not in any manner violate said law. It is not a purpose of this Agreement to solicit or induce the referral of patients. The parties acknowledge that under this Agreement or any agreement between Management Company and JV Company, there is no payment to refer, recommend, or arrange, and no requirement for the referral, recommendation, or arrangement, for any items or services paid for by Medicare or Medicaid. Subsequent to the execution of this Agreement, should any provision of this Agreement be deemed by either party to be contrary to the provisions of such statutes and regulations or the continued lawful tax-exempt status of any member of JV Company, the parties agree to attempt in good faith to renegotiate the provision to the mutual satisfaction of the parties for a period of thirty (30) days. In the event the parties are not able to mutually agree on modification of the problematic provision, then either party may terminate this Agreement upon thirty (30) days' written notice to the other party, provided that, prior to exercising the termination right, the party wishing to terminate must obtain the opinion of a nationally recognized independent counsel which states that the provision in question could reasonably be deemed a violation of such statutes, regulations, or safe harbor provisions.

9.13 Limitation on Services Provided by Management Company. Notwithstanding anything contained herein to the contrary, Management Company shall have no responsibility to refer or to arrange for the referral of any patients to the parties to this Agreement, provided that, Management Company may devise and oversee a community education program which advises community members and health care professionals of the availability of services provided by the parties to this Agreement and educate the community concerning eligibility and access to the services thereof.

9.14 Non-Exclusion. Each of Management Company and JV Company hereby represents and warrants to the other that it or its employees (a) is not currently excluded from participation in any federal health care program as defined under 42 U.S.C. § 1320a-7b, (b) is not

currently excluded, debarred, suspended, or otherwise ineligible to participate in federal procurement or non-procurement programs, or (c) has not been convicted of a criminal offense that falls within the scope of 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.

9.15 Invalid Provisions. If any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable for any reason or in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such provisions had never been contained herein.

9.16 No Third-Party Beneficiaries. The parties agree that this Agreement is entered into to benefit only Management Company and JV Company and is not entered into or intended for the benefit of any third persons. The parties agree that this Agreement shall not be construed as a third-party beneficiary contract.

9.17 No Rule of Construction. The parties acknowledge that this Agreement was initially prepared by NBMS solely as a convenience and that all parties (including the owners of JV Company) and their counsel hereto have read and fully negotiated all the language used in this Agreement. The parties acknowledge that because all parties had an opportunity for their counsel to participate in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement, which construes ambiguous or unclear language in favor of or against any party.

9.18 HIPAA Privacy Protection. In accordance with the privacy regulations and security standards promulgated under the Health Insurance Portability and Accountability Act, 45 CFR Parts 160 and 164 (the "Privacy Regulations"), Management Company understands and agrees to not use or further disclose any patient's personal health information except as expressly permitted by this Agreement or as otherwise authorized in writing by the patient through a consent or authorization meeting the requirements of the Privacy Regulations. The HIPAA Addendum attached hereto as Exhibit C is made a part of this Agreement as if copied herein in extension.

9.19 Resolution of Disputes; Mediation. The parties agree that any dispute arising in connection with, or relating to, this Agreement or the termination of this Agreement shall be subject to resolution through informal methods. If the parties are unable to resolve such dispute after thirty (30) days of efforts, then such dispute if it involves amounts in excess of Ten Thousand Dollars ($10,000.00) shall be submitted to mediation with a single mediator selected by the parties. If the parties are unable to resolve the dispute through mediation, they shall retain all rights and remedies available under applicable law.

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURE PAGE TO MANAGEMENT SERVICES AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

JV COMPANY: **PARRISH RADIATION ONCOLOGY, LLC**

By: _____

Name: _____

Title: _____

MANAGEMENT COMPANY: **RADIATION ONCOLOGY PARTNERS, LLC**

By: _____

Name: _____

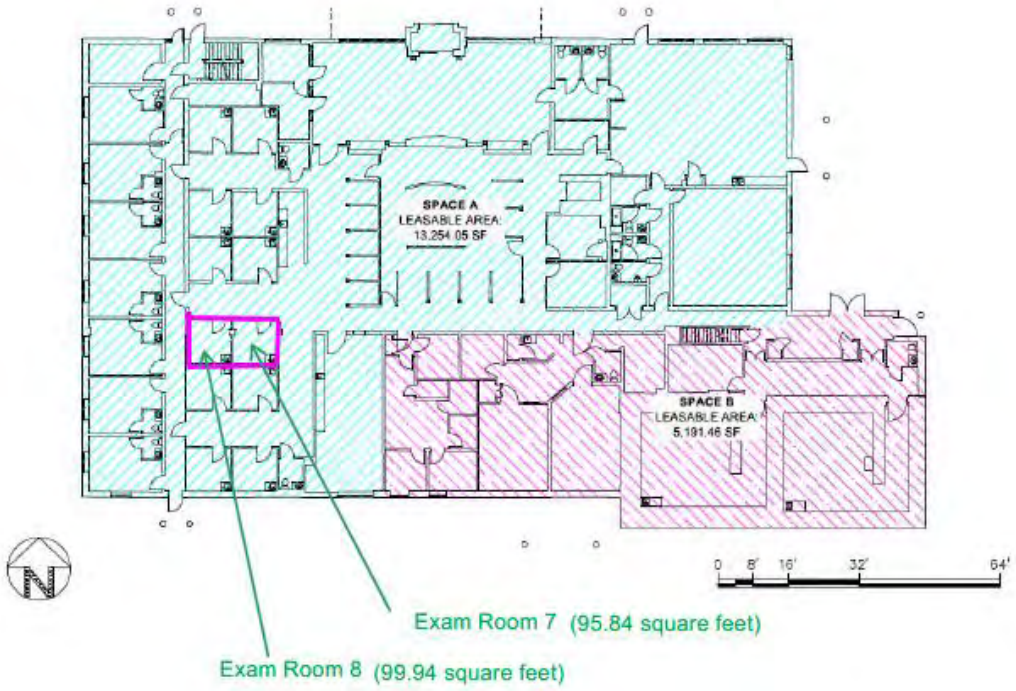
Title: _____

EXHIBIT A

LOCATION OF RADIATION ONCOLOGY CENTER

1. 490 N. Washington Avenue, Titusville, Florida 32797, portions of first and second floors containing approximately 5,767.07 square feet of space, as shown as "**Space B**" below, plus Exam Room 7 and Exam Room 8, which contain approximately 195.78 square feet of space, for a total square feet of 5,962.85 of exclusive space.

First Floor:



Second Floor:

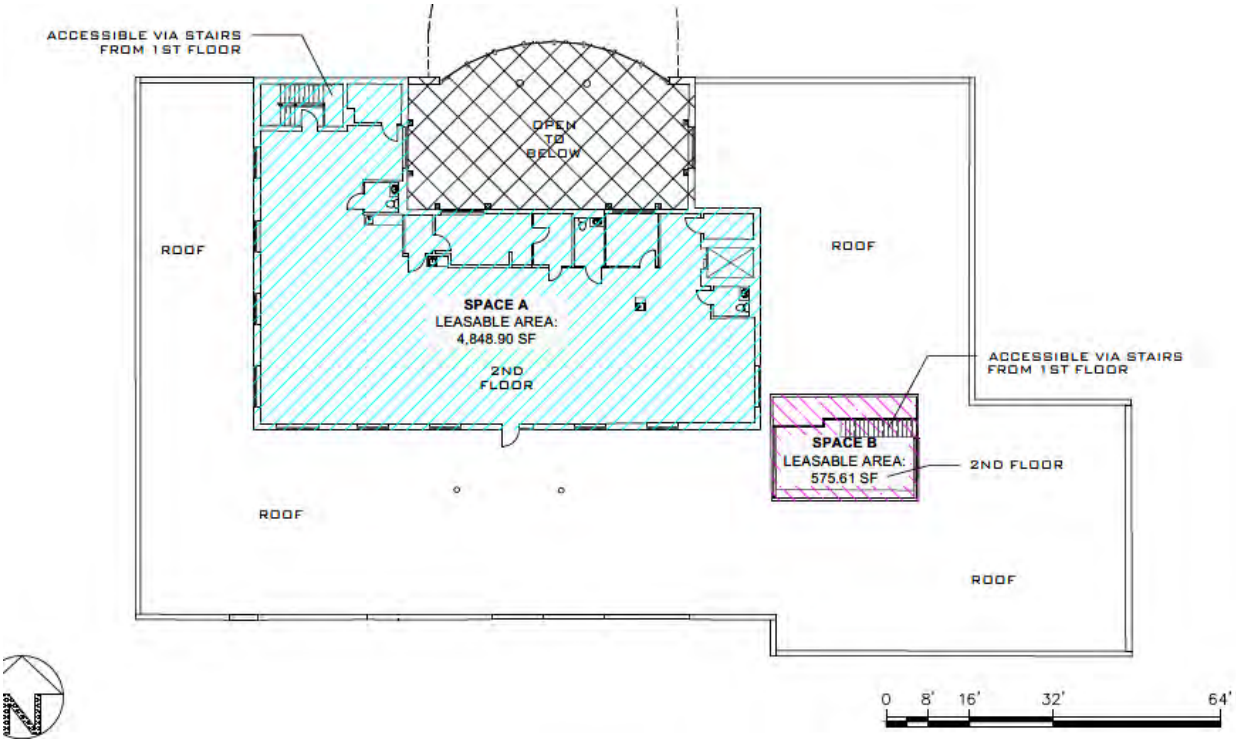


EXHIBIT B

MANAGEMENT SERVICES

Subject only to those limitations contained in the Management Services Agreement to which this Exhibit B is attached (the "Agreement"), and the limitations and obligations set forth in the Operating Agreement of JV Company, Management Company shall supervise and manage the business of the Radiation Oncology Center with full power to manage, supervise and improve its day-to-day operations and perform all services and acts customary to its management, including, but not limited to, the following:

I. GENERAL MANAGEMENT SERVICES

1. Develop and implement the Radiation Oncology Center's operational policies including, but not limited to, patient care policies, public relations, personnel policies (in connection with PRO Oncology, LLC, NBMS and the District), administrative policies, and policies as to admission and discharge of patients. Management Company will establish administrative criteria for admission, continuing stay, and discharge from the Radiation Oncology Center that are consistent with Medicare, Medicaid, and other third-party payor and managed care contract utilization review requirements. Management Company shall provide necessary policies and procedures and manuals as needed by the Radiation Oncology Center.

2. Assist and advise JV Company as requested in the negotiation of JV Company's contracts with insurers, third party administrators, and health plans, according to performance and reimbursement criteria of JV Company, and comply with the requirement of such contracts in the operations of the Radiation Oncology Center.

3. Develop and establish quality assurance and performance indicators to assure efficient operating procedures at the Radiation Oncology Center.

4. Provide in-service educational programs for the Radiation Oncology Center's personnel, including managers and office staff. **[ok?]**

5. Provide monthly operational reports to JV Company.

6. Provide and maintain clinical and financial management information systems and software.

7. Provide access to all accounting and patient care information of the Radiation Oncology Center as required by state law and/or other regulatory agencies.

8. Implement "best practice guidelines" or "clinical pathways" as needed or requested for JV Company.

9. Review all service contracts and provide recommendations to JV Company for all contracts, including leases, medical supply, insurance, and personnel contracts.

10. Facilitate business, regulatory, legal compliance and credentialing audits of the Radiation Oncology Center, including compliance with corporate law and the Health Insurance Portability and Accountability Act.

11. Develop the Radiation Oncology Center's annual budgets.

12. Prepare for licensure, certification, and accreditation surveys, as necessary.

13. Perform all billing, coding, collections, and disbursement of funds.

14. Prepare all required reports for state and federal governmental agencies, including, but not limited to, licensure renewals, cost reporting, and any other reporting required by the State of Florida in respect of the operations of the Radiation Oncology Center, each on a timely basis.

15. Assist in recruiting, hiring, and training all new personnel for the Radiation Oncology Center, including preparation of job descriptions and personnel records. Recruit, hire, and train all Clinical Professional Personnel providing services at the Radiation Oncology Center.

16. Develop , in cooperation with PRO Oncology, LLC, NBMS, and the District, a standardized Performance Improvement and Utilization Review Program, including training and support for the Radiation Oncology Center's personnel involved in these activities. Perform audits to ensure ongoing quality and patient satisfaction.

17. Provide computer equipment and information management systems adequate to meet the Radiation Oncology Center's needs for information management.

18. Management Company, in cooperation with PRO Oncology, LLC, NBMS, and the District, will be responsible for all JV Company approved communications with the media regarding matters related to the operation of the Radiation Oncology Center.

19. Arrange for the acquisition of any equipment, routine medical supplies, and other inventories needed by the Radiation Oncology Center and recommended by Management Company.

20. Provide such additional services of the type that are customary and reasonably necessary for the proper operations of the Radiation Oncology Center.

21. All providers having provider agreements with the JV Company would be part of and governed by Parrish Health Network and its contracts with third party payors.

22. All marketing materials used to promote the Radiation Oncology Center and activities of the JV Company and using the name or logo or other marketing materials of either NBMS or the District or any of their affiliates shall be preapproved by appropriate representatives of the District.

EXHIBIT C

HIPAA ADDENDUM

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("**Agreement**") is made and entered into and effective as of _____, 2025 (the "**Effective Date**") by and between **Radiation Oncology Partners, LLC**, a Florida limited liability company, by and on behalf of its covered entity subsidiaries, affiliates, and related organizations (collectively, the "**Business Associate**"), and **Parrish Radiation Oncology, LLC**, a Florida limited liability company ("**Covered Entity**").

R E C I T A L S

WHEREAS, Business Associate provides certain services ("**Services**") set forth in the Oncology Management Services Agreement related to the Radiation Oncology Center of even date herewith ("**Services Agreement**") to Covered Entity that may require Business Associate to access, create, receive, maintain, use or transmit health information that is protected by state and/or federal law; and

WHEREAS, the Business Associate is obligated to protect the privacy and security of individually identifiable health information ("**Protected Health Information**" or "**PHI**"), including but not limited to electronic protected health information ("**EPHI**"), created on behalf of, received from, maintained on behalf of, or transmitted by or on behalf of Covered Entity in accordance with the Health Insurance Portability and Accountability Act of 1996 and its implementing privacy and security regulations at 45 C.F.R. Parts 160 and 164 promulgated by the U.S. Department of Health and Human Services ("**HHS**"), as amended by the federal Health Information Technology for Economic and Clinical Health Act ("**HITECH Act**") and its implementing regulations, including but not limited to the federal breach notification rule at 45 C.F.R. Part 164, subpart D (collectively "**HIPAA**"); and

WHEREAS, Covered Entity and Business Associate desire to enter into this Agreement in order to comply with HIPAA, as may be modified or amended, including future issuance of regulations and guidance by HHS, and reflect their understanding of the use, disclosure and general confidentiality obligations of Business Associate regarding PHI that it creates on behalf of, receives from or on behalf of, maintains on behalf of, or transmits by or on behalf of Covered Entity in furtherance of the Services Agreement.

NOW, THEREFORE, in consideration of the mutual promises and other consideration contained in this Agreement, the parties agree as follows:

1. DEFINITIONS

Capitalized terms used herein but not otherwise defined in this Agreement shall have the same meanings as set forth in HIPAA, as may be modified or amended, including future issuance of regulations and guidance by HHS.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1 Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement, the Services Agreement or as permitted or Required by Law.

2.2 Business Associate may use and disclose PHI for the proper management and administration of Business Associate; provided that with respect to any disclosures of PHI, such disclosures are Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person agrees to notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. Business Associate may, in accordance with the Privacy Rule, de-identify Covered Entity's PHI and further use and disclose such de-identified health information without regard to this Agreement or HIPAA. Without limitation of the foregoing, Covered Entity acknowledges that, to the extent Business Associate is also a covered entity (as such term is defined by HIPAA), the legal structure of the Business Associate and its covered entity affiliates affords Business Associate the opportunity to be designated as a participant in an affiliated covered entity arrangement ("HIPAA Arrangement"). Business Associate represents and warrants that it has been designated as a participant in such HIPAA Arrangement. As such, Covered Entity agrees that Business Associate may share Covered Entity's PHI with other participants in the HIPAA Arrangement or their business associates, and that the other participants in the HIPAA Arrangement may use or disclose Covered Entity's PHI in compliance with the terms of this Agreement.

2.3 Business Associate agrees to use appropriate physical, administrative and technical safeguards to prevent the use or disclosure of Covered Entity's PHI for any purpose other than the provision of Services.

2.4 Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of PHI not in compliance with this Agreement.

2.5 In the event Business Associate engages any agent or Subcontractor to perform any Services and discloses PHI to such agent or Subcontractor, Business Associate will require any such agent or Subcontractor to agree to the same restrictions and conditions required in this Agreement that may be applicable to such agent or Subcontractor.

2.6 Upon written request from the Covered Entity, Business Associate agrees to make PHI available to Individuals in accordance with 45 C.F.R. Section 164.524, governing access of Individuals to their PHI.

2.7 Upon written request from the Covered Entity, Business Associate agrees to make PHI available for amendment and incorporate any amendments in accordance with 45 C.F.R Section 164.526, governing amendments to PHI.

2.8 Upon written request from the Covered Entity, Business Associate agrees to make any and all information available for the purpose of providing Individuals an accounting of disclosures of their PHI in accordance with 45 C.F.R. Section 164.528, governing accounting of disclosures of PHI.

2.9 Business Associate agrees to make its internal practices, books and records related to the use and disclosure of Covered Entity PHI hereunder available to the Secretary of HHS for the purposes of determining Covered Entity's compliance with HIPAA.

2.10 Business Associate shall implement and maintain administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Covered Entity's EPHI in accordance with the Security Rule.

2.11 Business Associate and Covered Entity agree to comply with all applicable rules and regulations promulgated under HIPAA in effect during the Term (as defined herein),

2.12 Business Associate will report to Covered Entity, within a reasonable time period of discovery: (a) any material breach of this Agreement ("**material breach**"); or (b) Breach as defined at 45 C.F.R. Part 164, Subpart D. Business Associate may supplement its initial report as information becomes available in order to identify:

a. The nature of the material breach or Breach, including how such material breach or Breach was made;

b. The PHI that was the target of the material breach, or the unsecured PHI involved in the Breach, including the types of identifiers involved and the likelihood of re-identification;

c. If known, the identity of the person/entity who used or received the PHI;

d. Whether PHI was actually acquired or viewed;

e. What corrective action Business Associate took, if any;

f. What Business Associate did to mitigate any risk or deleterious effect; and

g. Such other information as Covered Entity may reasonably request.

2.13 At all times during the Term, Business Associate will comply with all applicable federal, state and local laws, rules and regulations pertaining to patient records and the confidentiality of patient information, including Covered Entity's PHI To the extent Business Associate is to carry out Covered Entity's obligation under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of the obligation.

3. OBLIGATIONS OF COVERED ENTITY

3.1. Covered Entity will notify Business Associate of any agreement Covered Entity makes regarding any restriction or requirement for confidential communication with respect to the use or disclosure of PHI, to the extent that such restriction agreement or confidential communication requirement may affect Business Associate's use or disclosure of PHI.

3.2. Covered Entity will: (i) use safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate by Covered Entity, until such PHI is received by Business Associate; and (ii) inform Business Associate of any consent or authorization, including any changes in or withdrawal of any such consent or authorization, provided to the Covered Entity by an Individual that would affect Business Associate's use or disclosure of the PHI.

4. TERM AND TERMINATION

4.1. The term of this Agreement (the "**Term**") shall remain in effect until such time as the Services Agreement expires or is terminated or as otherwise provided herein.

4.1.1. Except for the requirements set forth in Section 4.2, which shall survive as set forth therein, and except as otherwise provided in Section 4.1.2, this Agreement will terminate on the date that the Services Agreement is terminated or expires.

4.1.2. This Agreement may be terminated by Covered Entity upon the breach of any material provision of this Agreement by Business Associate, which breach is not corrected within thirty (30) days after written notice of such breach is given to Business Associate. A material, uncured breach of this Agreement constitutes a breach of the Services Agreement.

4.2. Business Associate agrees that, upon termination of this Agreement, Business Associate will return or destroy all PHI received from or created or received on behalf of Covered Entity. In the event Business Associate determines that return or destruction is not feasible, Business Associate will extend the protections required in this Agreement to the PHI and limit further uses and disclosures to only those purposes that make the return or destruction of the information infeasible.

5. MISCELLANEOUS

5.1. **Regulatory References:** A reference to HIPAA or the HITECH Act, or a section thereof, and its regulations and requirements means the provisions and section(s) in effect, as may be modified or amended, including by the issuance of regulations and guidance by HHS.

5.2. **Amendment:** No modification of this Agreement will be effective unless made in writing and executed by each party hereto; provided, however, both parties agree that the provisions of HIPAA and the HITECH Act, including any implementing regulations to be published by HHS, which apply to business associates, that are not otherwise addressed herein, and that are required

to be incorporated into a HIPAA business associate agreement, are hereby incorporated into this Agreement as if set forth in this Agreement in their entirety and are effective as of the applicable compliance date. Notwithstanding the foregoing, the parties agree to take such action as may be Required by Law to amend this Agreement pursuant to final regulations or any amendment of HIPAA and the HITECH Act.

5.3. **Notices:** Any notices to be delivered hereunder shall be delivered to the addresses set forth in and consistent with the requirements for delivery contained in, the Services Agreement. Notice shall be in writing and shall be deemed effective when personally delivered or, if mailed, three (3) calendar days after the date deposited in the United States mail, first class, postage prepaid, to the addressee at its current business address.

5.4. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement.

5.5. **Choice of Law:** All issues and questions concerning the validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the state identified in the Services Agreement.

5.6. **Voluntary Execution**: Each party has read and understands this Agreement and represents that this Agreement is executed voluntarily and should not be construed against any party hereto solely because it drafted all or a portion hereof.

5.7. **Severability**: If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and this Agreement will be reformed, construed, and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

5.8. **Entire Agreement**: This Agreement supersedes any and all prior agreements and understandings between the parties related to the subject matter hereof.

5.9. **Independent Contractor**: None of the provisions of this Agreement are intended to create any relationship between the parties other than that of independent entities contracting with each other for the purpose of effecting the provisions of this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Business Associate Agreement to be executed and delivered as of the day and year first above written.

BUSINESS ASSOCIATE:

RADIATION ONCOLOGY PARTNERS, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

COVERED ENTITY:

PARRISH RADIATION ONCOLOGY, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT “G”.

BUSINESS ASSOCIATE AGREEMENT

[ATTACH]

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("**Agreement**") is made and entered into and effective as of August 8, 2025 (the "**Effective Date**") by and between **Radiation Oncology Partners, LLC**, a Florida limited liability company, by and on behalf of its covered entity subsidiaries, affiliates, and related organizations (collectively, the "**Business Associate**"), and **Parrish Radiation Oncology, LLC**, a Florida limited liability company ("**Covered Entity**").

R E C I T A L S

WHEREAS, Business Associate provides certain services ("**Services**") set forth in the Oncology Management Services Agreement of even date herewith ("**Services Agreement**") to Covered Entity that may require Business Associate to access, create, receive, maintain, use or transmit health information that is protected by state and/or federal law; and

WHEREAS, the Business Associate is obligated to protect the privacy and security of individually identifiable health information ("**Protected Health Information**" or "**PHI**"), including but not limited to electronic protected health information ("**EPHI**"), created on behalf of, received from, maintained on behalf of, or transmitted by or on behalf of Covered Entity in accordance with the Health Insurance Portability and Accountability Act of 1996 and its implementing privacy and security regulations at 45 C.F.R. Parts 160 and 164 promulgated by the U.S. Department of Health and Human Services ("**HHS**"), as amended by the federal Health Information Technology for Economic and Clinical Health Act ("**HITECH Act**") and its implementing regulations, including but not limited to the federal breach notification rule at 45 C.F.R. Part 164, subpart D (collectively "**HIPAA**"); and

WHEREAS, Covered Entity and Business Associate desire to enter into this Agreement in order to comply with HIPAA, as may be modified or amended, including future issuance of regulations and guidance by HHS, and reflect their understanding of the use, disclosure and general confidentiality obligations of Business Associate regarding PHI that it creates on behalf of, receives from or on behalf of, maintains on behalf of, or transmits by or on behalf of Covered Entity in furtherance of the Services Agreement.

NOW, THEREFORE, in consideration of the mutual promises and other consideration contained in this Agreement, the parties agree as follows:

1. DEFINITIONS

Capitalized terms used herein but not otherwise defined in this Agreement shall have the same meanings as set forth in HIPAA, as may be modified or amended, including future issuance of regulations and guidance by HHS.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1 Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement, the Services Agreement or as permitted or Required by Law.

2.2 Business Associate may use and disclose PHI for the proper management and administration of Business Associate; provided that with respect to any disclosures of PHI, such disclosures are Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person agrees to notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. Business Associate may, in accordance with the Privacy Rule, de-identify Covered Entity's PHI and further use and disclose such de-identified health information without regard to this Agreement or HIPAA. Without limitation of the foregoing, Covered Entity acknowledges that, to the extent Business Associate is also a covered entity (as such term is defined by HIPAA), the legal structure of the Business Associate and its covered entity affiliates affords Business Associate the opportunity to be designated as a participant in an affiliated covered entity arrangement ("**HIPAA Arrangement**"). Business Associate represents and warrants that it has been designated as a participant in such HIPAA Arrangement. As such, Covered Entity agrees that Business Associate may share Covered Entity's PHI with other participants in the HIPAA Arrangement or their business associates, and that the other participants in the HIPAA Arrangement may use or disclose Covered Entity's PHI in compliance with the terms of this Agreement.

2.3 Business Associate agrees to use appropriate physical, administrative and technical safeguards to prevent the use or disclosure of Covered Entity's PHI for any purpose other than the provision of Services.

2.4 Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of PHI not in compliance with this Agreement.

2.5 In the event Business Associate engages any agent or Subcontractor to perform any Services and discloses PHI to such agent or Subcontractor, Business Associate will require any such agent or Subcontractor to agree to the same restrictions and conditions required in this Agreement that may be applicable to such agent or Subcontractor.

2.6 Upon written request from the Covered Entity, Business Associate agrees to make PHI available to Individuals in accordance with 45 C.F.R. Section 164.524, governing access of Individuals to their PHI.

2.7 Upon written request from the Covered Entity, Business Associate agrees to make PHI available for amendment and incorporate any amendments in accordance with 45 C.F.R Section 164.526, governing amendments to PHI.

2.8 Upon written request from the Covered Entity, Business Associate agrees to make any and all information available for the purpose of providing Individuals an accounting of disclosures of their PHI in accordance with 45 C.F.R. Section 164.528, governing accounting of disclosures of PHI.

2.9 Business Associate agrees to make its internal practices, books and records related to the use and disclosure of Covered Entity PHI hereunder available to the Secretary of HHS for the purposes of determining Covered Entity's compliance with HIPAA.

2.10 Business Associate shall implement and maintain administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Covered Entity's EPHI in accordance with the Security Rule.

2.11 Business Associate and Covered Entity agree to comply with all applicable rules and regulations promulgated under HIPAA in effect during the Term (as defined herein),

2.12 Business Associate will report to Covered Entity, within a reasonable time period of discovery: (a) any material breach of this Agreement ("**material breach**"); or (b) Breach as defined at 45 C.F.R. Part 164, Subpart D. Business Associate may supplement its initial report as information becomes available in order to identify:

a. The nature of the material breach or Breach, including how such material breach or Breach was made;

b. The PHI that was the target of the material breach, or the unsecured PHI involved in the Breach, including the types of identifiers involved and the likelihood of re-identification;

c. If known, the identity of the person/entity who used or received the PHI;

d. Whether PHI was actually acquired or viewed;

e. What corrective action Business Associate took, if any;

f. What Business Associate did to mitigate any risk or deleterious effect; and

g. Such other information as Covered Entity may reasonably request.

2.13 At all times during the Term, Business Associate will comply with all applicable federal, state and local laws, rules and regulations pertaining to patient records and the confidentiality of patient information, including Covered Entity's PHI To the extent Business Associate is to carry out Covered Entity's obligation under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of the obligation.

3. OBLIGATIONS OF COVERED ENTITY

3.1. Covered Entity will notify Business Associate of any agreement Covered Entity makes regarding any restriction or requirement for confidential communication with respect to the use or disclosure of PHI, to the extent that such restriction agreement or confidential communication requirement may affect Business Associate's use or disclosure of PHI.

3.2. Covered Entity will: (i) use safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate by Covered Entity, until such PHI is received by Business Associate; and (ii) inform Business Associate of any consent or authorization, including any changes in or withdrawal of any such consent or authorization, provided to the Covered Entity by an Individual that would affect Business Associate's use or disclosure of the PHI.

4. TERM AND TERMINATION

4.1. The term of this Agreement (the "**Term**") shall remain in effect until such time as the Services Agreement expires or is terminated or as otherwise provided herein.

4.1.1. Except for the requirements set forth in Section 4.2, which shall survive as set forth therein, and except as otherwise provided in Section 4.1.2, this Agreement will terminate on the date that the Services Agreement is terminated or expires.

4.1.2. This Agreement may be terminated by Covered Entity upon the breach of any material provision of this Agreement by Business Associate, which breach is not corrected within thirty (30) days after written notice of such breach is given to Business Associate. A material, uncured breach of this Agreement constitutes a breach of the Services Agreement.

4.2. Business Associate agrees that, upon termination of this Agreement, Business Associate will return or destroy all PHI received from or created or received on behalf of Covered Entity. In the event Business Associate determines that return or destruction is not feasible, Business Associate will extend the protections required in this Agreement to the PHI and limit further uses and disclosures to only those purposes that make the return or destruction of the information infeasible.

5. MISCELLANEOUS

5.1. **Regulatory References:** A reference to HIPAA or the HITECH Act, or a section thereof, and its regulations and requirements means the provisions and section(s) in effect, as may be modified or amended, including by the issuance of regulations and guidance by HHS.

5.2. **Amendment:** No modification of this Agreement will be effective unless made in writing and executed by each party hereto; provided, however, both parties agree that the provisions of HIPAA and the HITECH Act, including any implementing regulations to be published by HHS, which apply to business associates, that are not otherwise addressed herein, and that are required to be incorporated into a HIPAA business associate agreement, are hereby incorporated into this Agreement as if set forth in this Agreement in their entirety and are effective as of the applicable compliance date. Notwithstanding the foregoing, the parties agree to take such action as may be

Required by Law to amend this Agreement pursuant to final regulations or any amendment of HIPAA and the HITECH Act.

5.3. **Notices:** Any notices to be delivered hereunder shall be delivered to the addresses set forth in and consistent with the requirements for delivery contained in, the Services Agreement. Notice shall be in writing and shall be deemed effective when personally delivered or, if mailed, three (3) calendar days after the date deposited in the United States mail, first class, postage prepaid, to the addressee at its current business address.

5.4. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement.

5.5. **Choice of Law:** All issues and questions concerning the validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the state identified in the Services Agreement.

5.6. **Voluntary Execution**: Each party has read and understands this Agreement, and represents that this Agreement is executed voluntarily and should not be construed against any party hereto solely because it drafted all or a portion hereof.

5.7. **Severability**: If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and this Agreement will be reformed, construed, and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

5.8. **Entire Agreement**: This Agreement supersedes any and all prior agreements and understandings between the parties related to the subject matter hereof.

5.9. **Independent Contractor**: None of the provisions of this Agreement are intended to create any relationship between the parties other than that of independent entities contracting with each other for the purpose of effecting the provisions of this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Business Associate Agreement to be executed and delivered as of the day and year first above written.

BUSINESS ASSOCIATE:

RADIATION ONCOLOGY PARTNERS, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

COVERED ENTITY:

PARRISH RADIATION ONCOLOGY, LLC,
a Florida limited liability company

By: _____
Christopher McAlpine, President

EXHIBIT "H"

JV SUBLEASE

[ATTACH]

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (this "**Sublease**"), is made and entered into as of the 8th day of August, 2025 (the "**Effective Date**"), by and between **NORTH BREVARD COUNTY HOSPITAL DISTRICT, d/b/a PARRISH MEDICAL CENTER**, a political subdivision of the State of Florida ("**Sublandlord**"), and **PARRISH RADIATION ONCOLOGY, LLC**, a Florida limited liability company ("**Subtenant**").

RECITALS:

A. Samsara Property, LLC, a Florida limited liability company, as landlord ("**Prime Landlord**"), and Sublandlord, as tenant, entered into that certain Lease Agreement dated as of the Effective Date (the "**Prime Lease**") for that certain two-story building currently known as the Parrish Oncology Center, with an address of 490 N. Washington Avenue, Titusville, Florida 32797, and consisting of approximately 23,870.02 rentable square feet (the "**Building**") and a vacant lot located on N. DeLeon Avenue (with no assigned address physical address). Sublandlord has provided a complete copy of the Prime Lease to Subtenant for its review.

B. The Prime Lease covers the entire Building consisting of approximately 23,870.02 rentable square feet of space in the Building, plus adjacent common areas and the vacant lot, all as legally described on **Exhibit A** attached hereto and incorporated herein, and is referred to herein as the "**Overall Premises**").

C. Sublandlord desires to sublet the Subleased Premises (as defined in Section 1.1(a) below) located in the Building to Subtenant, and Subtenant desires to sublease the Subleased Premises from Sublandlord, for the term and upon the conditions set forth herein.

NOW, THEREFORE, in consideration of the rent and other payments set forth in this Sublease, the covenants and agreements of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I. DEFINITIONS

Section 1.1 Basic Sublease Provisions and Definitions. The following basic provisions of this Sublease ("**Basic Sublease Provisions**") constitute an integral part of this Sublease and are set forth in this Section 1.1 for the convenience of the parties. Each reference in this Sublease to a Basic Sublease Provision shall be construed to incorporate all of the terms provided for under such provisions.

(a) Subleased Premises: The Subleased Premises are located at 490 N. Washington Avenue, Titusville, Florida 32797, and include portions of the first and second floors of the Building containing approximately 5,962.85 useable square feet of space as depicted on **Exhibit B** attached hereto and incorporated herein (the "**Subleased Premises**"). The Subleased Premises shall be leased to Subtenant on an exclusive basis. The Subtenant shall also be entitled to use on a non-exclusive basis with Sublandlord those areas of the Overall Premises depicted on **Exhibit B-1** attached hereto and incorporated herein (the "**Shared Premises**"). The Shared Premises currently consist of approximately 3,253.61 square feet of space.

(b) Rentable Square Feet. The "**Rentable Square Feet**" of the Subleased Premises equals the number of square feet contained in the Subleased Premises, which is 5,962.85, plus a "**Common Area Factor**" equal to 1.1578, for a total of **6,903.79 Rentable Square Feet** of Subleased Premises. The Common Area Factor has been determined based on a fair and

equitable measurement of the Shared Premises and the calculation methodology is set forth on **Exhibit B-1** attached hereto and incorporated herein.

(c) Term: The Term shall begin on the Commencement Date and shall end on the Expiration Date (the "**Term**").

(d) Commencement Date: August 8, 2025 (the "**Commencement Date**").

(e) Rent Commencement Date: The "**Rent Commencement Date**" shall be the earlier of (a) December 1, 2025, or (b) the date the Subtenant's business on the Subleased Premises opens to the public to see patients.

(f) Expiration Date: The date which is 20 Sublease Years (defined in Section 1(g) below) after the Commencement Date (the "**Expiration Date**").

(g) Sublandlord's Address for Notices:

North Brevard County Hospital District, d/b/a Parrish Medical Center
Attention: President
951 Washington Ave.
Titusville, Florida 32796

With a copy to:

GrayRobinson, P.A.
Attention: William A. Boyles, Esq.
301 E. Pine Street, Suite 1400
Orlando, Florida 32801

(h) Subtenant's Address for Notices:

Parrish Radiation Oncology, LLC
Attention: Manager
490 N. Washington Avenue
Titusville, Florida 32797

(i) Sublease Year: A "**Sublease Year**" shall mean each period of twelve (12) consecutive full months beginning on September 1st of each year and ending on August 31st of each year.

(j) Base Rent: Base Rent shall be payable in accordance with Section 5 of this Sublease, and as more particularly set forth in the Rent Schedule attached as **Exhibit C** and incorporated herein.

(k) Security Deposit: None.

ARTICLE II. SUBLEASED PREMISES

Section 2.1 Demise of Subleased Premises. Sublandlord, in consideration of the Rent (as hereinafter defined), to be paid and the covenants to be performed by Subtenant, does hereby sublease to Subtenant, and Subtenant does hereby take from Sublandlord, the Subleased Premises, subject to the terms and conditions of this Sublease. The Subleased Premises shall include, as Common Area, the Shared Space and the number of parking spaces required by the

City of Titusville's zoning code, and shall include of those spaces 2 reserved parking spaces adjacent to the Building, with signage for the reserved spaces to be installed by Subtenant. All parking spaces, with the exception of the 2 reserved parking spaces, shall be on a non-exclusive basis, in common with the other occupants and invitees of the Overall Premises.

Section 2.2 Delivery of Possession. Subtenant shall, as of the Commencement Date, be deemed to have (i) inspected the Subleased Premises and determined that the Subleased Premises are in the condition required under this Sublease, and (ii) accepted the Subleased Premises in its then as-is condition. Except as otherwise provided herein, Sublandlord shall not be required to perform any work or make any improvements or alterations to the Subleased Premises in preparation of or in conjunction with Subtenant's occupancy of the Subleased Premises or otherwise. Except as otherwise provided herein, Sublandlord makes no representation or warranty of any kind, express or implied, with respect to the Subleased Premises (including, without limitation, existing improvements therein and thereto), including without limitation, Sublandlord makes no representation or warranty as to the habitability or fitness of the Subleased Premises (including, without limitation, existing improvements therein and thereto) for any particular purpose.

Section 2.3 Certain Provisions of Prime Lease Incorporated. In the event of any inconsistencies between the terms and provisions of the Prime Lease and the terms and provisions of this Sublease, the terms and provisions of this Sublease shall govern. Subtenant acknowledges that it has reviewed the Prime Lease and is familiar with the terms and conditions thereof.

The following provisions of the Prime Lease (the "**Incorporated Provisions**") are explicitly incorporated herein by reference and made a part hereof: Section 6.2, Article XIV, Section 13.5, and Section 17.2. In no event shall Subtenant have any right to extend the term of this Sublease or to require Sublandlord to exercise any extension options or other options granted to Sublandlord under the Prime Lease.

Sublandlord shall not enter into any amendment to or modification of the Prime Lease that would conflict with or materially limit the rights granted to Subtenant by this Sublease or alter the method of calculating the costs that would be incurred under this Sublease without Subtenant's prior written approval (which may be granted or withheld in its sole and absolute discretion). No consent, waiver, amendment, or other change by Prime Landlord of Sublandlord's obligations and liabilities as "Tenant" under the Prime Lease shall reduce, limit or otherwise impair the rights, obligation or liabilities of either Subtenant or Sublandlord under this Sublease unless each of Sublandlord and Subtenant shall have agreed in writing that such consent, waiver, amendment or change shall be effective under this Sublease. Unless the context requires otherwise, for the period during the Term of this Sublease only, (i) references in the Incorporated Provisions to "Landlord" shall refer to Sublandlord (subject to any provisions of this Sublease which expressly relieve Sublandlord of any obligation or responsibility for the performance of the obligations of Landlord under the Prime Lease), (ii) references in such provisions to "Tenant" shall refer to Subtenant (subject to any provisions of this Sublease which expressly relieve Subtenant of any obligation or responsibility for the performance of the obligations of Tenant under the Prime Lease), and (iii) references in such provisions to the "Premises" shall refer to the Subleased Premises under this Sublease. Subtenant acknowledges that it has received a copy of the Prime Lease, and shall not do, or cause to be done any act (whether of omission or commission) which would result in a default under or breach of any term, covenant, provision or condition of the Prime Lease. Sublandlord shall not do, or cause to be done any act (whether of omission or commission) which would result in a default under or breach of any term, covenant, provision or condition of the Prime Lease. Except as set forth herein, Subtenant shall not have any expansion, contraction or similar rights (including, without limitation, any right of first refusal) under the Prime

Lease, or any rights to cancel, terminate, extend or renew the term of the Prime Lease. Sublandlord agrees to promptly notify Subtenant of any notices of default delivered by Sublandlord to Landlord or received from Landlord by Sublandlord under the Prime Lease (which notice shall include a copy of the aforesaid notice). In addition, Sublandlord agrees to promptly notify Subtenant of any and all notices and other communications delivered by Sublandlord to Landlord or received from Landlord by Sublandlord under the Prime Lease with respect to the Subleased Space or the parking spaces assigned to Subtenant hereunder (which notice shall include a copy of the aforesaid notice/communication).

Notwithstanding the incorporation herein of the Incorporated Provisions or anything otherwise contained in this Sublease to the contrary, except as expressly set forth above, Sublandlord shall not be obligated to render or provide any of the services required to be provided by Prime Landlord under the Prime Lease or the Incorporated Provisions, respectively, and Sublandlord shall not be obligated to satisfy any obligations or liabilities of the Prime Landlord thereunder; and Sublandlord shall not have any responsibility or liability to Subtenant (x) on account of any act or omission of Prime Landlord, any default by Prime Landlord, or breach by Prime Landlord of any term, covenant or condition of the Prime Lease, or any failure by Prime Landlord to perform any of its obligations under the Prime Lease, or (y) by reason of any condition of or in the Building or the Subleased Premises now or hereafter existing; provided, however, that Sublandlord shall promptly, at Subtenant's request and at Sublandlord's expense, take all such reasonable actions as Subtenant shall direct to exercise and enforce Sublandlord's rights and remedies under the Prime Lease with respect to the Subleased Premises or, at Sublandlord's option and with Subtenant's consent, authorize Subtenant in writing to enforce the same in Sublandlord's name and at Sublandlord's expense. Subtenant shall be entitled to receive and retain any recovery allocable to the Subleased Premises during the Term of this Sublease resulting from such actions, after recovery by Sublandlord of all loss, liability, claim, cost and expense due to Sublandlord by Subtenant under this Sublease or incurred by Sublandlord in enforcing such rights and remedies. Notwithstanding the foregoing, to the extent that Sublandlord's obligation to pay Rent under the Prime Lease is abated in whole or in part pursuant to the provisions of the Prime Lease in respect of any period of time after the Rent Commencement Date and so long as such abatement applies to the Overall Premises as a whole (as opposed to a specific part of the Overall Premises which does not include the Subleased Premises and/or the Shared Space), Subtenant's obligation to pay Base Rent under this Sublease shall be abated in the same proportion as Sublandlord's abatement of Rent under the Prime Lease. To the extent that Sublandlord permits Subtenant to enforce any rights of Sublandlord under the Prime Lease, then Subtenant shall be subrogated to such rights to the extent that enforcement thereof is required in regard to the Subleased Premises, except that any cost of such enforcement shall be borne exclusively by Subtenant.

Section 2.4 Payment for Additional Services. Whenever Subtenant requires in writing Prime Landlord to furnish any service or perform any act for the Subleased Premises for which Prime Landlord is entitled to make a separate charge under the Prime Lease, Subtenant shall promptly pay the same, plus any applicable sales and use taxes due thereon. In furtherance thereof, Subtenant shall promptly pay to Sublandlord any charges billed to Sublandlord by Prime Landlord from time to time, to the extent any such charges are due solely to services provided at the written request of Subtenant to the Subleased Premises or solely benefit the Subleased Premises.

ARTICLE III. TERM

Section 3.1 Term. This Sublease is effective and enforceable as of the Effective Date. The Term shall commence on the Commencement Date and, unless sooner terminated as hereinafter provided, shall end on the Expiration Date. As used herein, references to the "**Term**"

shall mean and include the original Term. As used herein, references to the "**Expiration Date**" shall mean and include the original Expiration Date.

ARTICLE IV. USE

Section 4.1 Permitted Use. Subtenant may use and occupy the Subleased Premises for providing medical radiation oncology services and related ancillary uses (including, without limitation, office uses supporting the medical radiation oncology practice) as may be permitted by applicable law, but otherwise for no other use without the consent of Sublandlord and Prime Landlord**.**

Section 4.2 Compliance with Law. Subtenant shall not use the Subleased Premises for any unlawful purpose or act; shall not commit or permit any waste or damage to the Subleased Premises; shall comply with and obey all laws, regulations, or orders of any governmental authority or agency, including, without limitation, the requirements of laws relating to hazardous materials and the Americans with Disabilities Act. Subtenant shall not do or permit anything to be done in or about the Subleased Premises which will in any way unreasonably obstruct or interfere with the rights of other tenants or occupants of the Building, or unreasonably injure or annoy them.

Section 4.3 Rules and Regulations. Subtenant agrees to comply with and observe all reasonable and customary rules and regulations that may be established by Sublandlord and Prime Landlord from time to time which are of uniform applicability to all tenants of the Building (if there are multiple tenants) and of which Subtenant shall have received prior written notice. Subtenant's failure to keep and observe the rules and regulations shall constitute a breach of the terms of this Sublease in the manner as if the same were contained herein as covenants. A copy of the current rules and regulations is attached hereto as **Exhibit D.**

Section 4.4 Intentionally Deleted.

Section 4.5 Hazardous Materials; Medical Waste. Subtenant shall not cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous or flammable substances or materials on the Subleased Premises or the Building. Subtenant shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into the Subleased Premises or the Building any such materials or substances except to use in the ordinary course of Subtenant's business. In all events, Subtenant shall indemnify, defend and hold harmless Sublandlord and Prime Landlord (and their members, managers, officers, directors, agents, employees and contractors) in the manner elsewhere provided in this Sublease against any liability resulting from any release of hazardous or flammable substances or materials on the Subleased Premises during the Term of this Sublease caused by Subtenant or persons acting under Subtenant. Subtenant, at its sole cost and expense shall register as a medical waste generating facility with the State of Florida to the extent required by applicable law and shall prepare a written medical waste management plan to the extent required by applicable law which description, shall include, but not be limited to, the location of all medical waste to be stored on the Subleased Premises, if any. The plan, and any revisions, modifications and amendments and updates thereto, shall be provided to Sublandlord as they are provided to the governmental and/or regulatory agencies mentioned above. All medical waste produced or stored on the Subleased Premises may not be incinerated or otherwise disposed of on the Subleased Premises or the Building and must be disposed of in accordance with applicable law and shall be: (a) packaged to protect the waste from being released; (b) segregated by category; (c) not be compacted or mixed with other waste; and (d) stored accordingly, all, to the extent required by applicable law. Sublandlord shall arrange for the pick-up and disposal of Subtenant's medical waste in accordance with all applicable laws, and

shall bill Subtenant its prorata share of the fair market costs paid or incurred by Sublandlord in connection therewith. Subtenant, and its professional staff, and not Sublandlord, are responsible for the management and handling of all medical waste from the Subleased Premises until the same are picked up by Sublandlord or its contractor. Sublandlord, and its professional staff, and not Subtenant, are responsible for the management, handling and transportation of all medical waste from the Subleased Premises from pick-up to the point of disposal. Subtenant agrees to indemnify, defend and hold Sublandlord and Prime Landlord harmless from any and all liability which may be incurred as a result of Subtenant's breach of the provisions of this Section. Sublandlord agrees to indemnify, defend and hold Subtenant and Prime Landlord harmless from any and all liability which may be incurred as a result of Sublandlord's breach of the provisions of this Section.

Sublandlord and Prime Landlord will have the right, but not the obligation, without in any way limiting Sublandlord's other rights and remedies under this Sublease, to enter upon the Subleased Premises, or to take such actions as it deems necessary or advisable, to investigate, clean up, remove or remediate any hazardous material or contamination by hazardous material present on, in, at, under or emanating from the Subleased Premises in violation of Subtenant's obligations under this Sublease or under any applicable laws or that Subtenant is liable under this Sublease to clean up, remove or remediate. Sublandlord and Prime Landlord will have the right, at its election, in its own name or as Subtenant's agent, to negotiate, defend, approve and appeal, at Subtenant's expense, any action taken or order issued by any governmental agency or authority against Subtenant, Sublandlord or the Subleased Premises relating to any hazardous material or under any related law or the occurrence of any event or existence of any condition that would cause a breach by Subtenant of any of the covenants set forth in this Section 4.5.

This Section 4.5 shall survive the expiration or earlier termination of this Sublease.

ARTICLE V. RENT

Section 5.1 Rent. Commencing on the Rent Commencement Date and thereafter during the Term, Subtenant shall pay to Sublandlord Base Rent as set forth in Section 1.1 and Additional Rent as set forth in Section 5.2 (collectively, the "**Rent**"), in equal monthly installments in advance on the first (1st) day of each calendar month of the Term via Electronic Transfer to Sublandlord's bank in lawful United States currency without notice, demand, deduction, set-off, counterclaim or recoupment. Rent shall be considered late if received after the 5th business day of the month. In the event the Term commences on a day other than the first (1st) day of any calendar month, Subtenant shall pay the pro-rata share of Rent due for the unexpired time in such month in addition to the Rent for the full month following such part of a month.

Section 5.2 Additional Rent. Commencing on the Rent Commencement Date, Subtenant shall pay to Sublandlord, as additional rent (the "**Additional Rent**"), all other sums, charges, and payments required to be paid by Subtenant to Sublandlord under this Sublease, whether or not the same are designated as Additional Rent.

Section 5.3 Operating Expenses.

Commencing on the Commencement Date, Subtenant agrees to pay to Sublandlord as Additional Rent for each calendar year during the Term Subtenant's Proportionate Share of: (i) the Total Expenses (as defined in Section 5.3 of the Prime Lease) as passed through to Tenant under the Prime Lease; (ii) the costs, charges and expenses which are paid or incurred by Sublandlord under Article VI of the Prime Lease; and (iii) Sublease Operating Expenses (defined below), in all cases, without duplication (collectively, the "**Sublease Total Expenses**"). For purposes of this Section, "**Subtenant's Proportionate Share**" shall be equal to a fraction, the

numerator of which is the total Rentable Square Footage of the Subleased Premises, as set forth in the Basic Sublease Provisions, and the denominator of which is the total rentable square footage of the Building, which may be expressed as a percentage. For purposes of this Sublease, Sublandlord and Subtenant agree that Subtenant's Proportionate Share as of the Commencement Date is **28.92%**. Sublandlord shall be entitled to estimate the amount of Sublease Total Expenses to be paid by Subtenant during each calendar year of the Term (based, as to Landlord Responsible Items (as defined in the Prime Lease), on Prime Landlord's estimate thereof under the Prime Lease)), whereupon commencing on the Commencement Date, Subtenant shall pay to Sublandlord each month, at the same time each installment of Base Rent is due, an amount equal to one-twelfth (1/12) of the estimated Sublease Total Expenses for such calendar year.

It is the intent of the parties that, in order to achieve efficiency and economies of scale, other than services related to the Specialty Room Designated Equipment (defined below), services for the Subleased Premises, Shared Premises and other portions of the Overall Premises will be paid for and contracted for or provided by Sublandlord and, notwithstanding anything to the contrary contained herein, the costs associated therewith allocated to Subtenant based on either: (i) Subtenant's Proportionate Share; or (ii) a commercially reasonable basis if such service is of the nature that it disproportionately benefits the Subleased Premises. As used herein, the term "**Specialty Room Designated Equipment**" shall mean and include: (x) equipment and improvements if and/or to the extent that, as reasonably determined by the parties, the maintenance, repair and/or replacement thereof requires special training and/or certification (for example, certain structural and other portions of the two (2) concrete-lined vaults which contain linear accelerator ("**LINAC**") equipment and associated imaging equipment (collectively, the "**Specialty Rooms**"), the cooling water system for the LINAC and HVAC system servicing the Specialty Rooms; and (y) a generator which services only the Specialty Rooms. The parties contemplate that the expenses associated with the Specialty Room Designated Equipment and Specialty Rooms would be passed through to Subtenant at a proportional share equal to 100% of such expenses.

On or before March 31st of each calendar year during the Term, Sublandlord shall deliver Subtenant a statement (the "**Reconciliation Statement**") showing the actual amount of such Sublease Total Expenses for the prior calendar year (or portion thereof for the first and last years of the Term) and a reconciliation of the amounts paid by Subtenant during the prior calendar year (or portion thereof for the first and last years of the Term) and the difference between the amount paid by Subtenant and Subtenant's Proportionate Share of the actual Sublease Total Expenses. Together with the Reconciliation Statement, Sublandlord shall provide Subtenant with a copy of the reconciliation statement and related materials provided by Prime Landlord to Sublandlord under the Prime Lease. For a period of sixty (60) days after receipt of such Reconciliation Statement, Subtenant and Subtenant's agents shall have the right to inspect in person Sublandlord's books and records showing the Sublease Total Expenses. In the event that the Reconciliation Statement shows a deficiency (i.e. Subtenant's estimated payments were less than Subtenant's Proportionate Share of actual Sublease Total Expenses), Subtenant shall pay the amount of any such deficiency to Sublandlord within sixty (60) days after receipt of the Reconciliation Statement. In the event of an overpayment by Subtenant (i.e. Subtenant's estimated payments exceeded Subtenant's Proportionate Share of actual Sublease Total Expenses), Subtenant shall receive a credit for the amount of any such overpayment against the next payment of Additional Rent due from Subtenant, or in the event of the last year of Term, a cash payment for the amount of the credit.

(a) "**Sublease Operating Expenses**" shall mean all costs and expenses paid or incurred by Sublandlord for the following items (the "**Sublandlord Responsible Items**") which

the Sublandlord is responsible for maintaining, repairing, and replacing (as provided below) in a first-class manner ("**Sublandlord Responsible Items Costs**"):

Sublandlord Pays For Directly and Contracts For and Passes Through Costs to Subtenant:
All shared and not separately metered utilities, including exterior lighting
All water and sewer charges, except to the extent separately metered to the Subleased Premises
HVAC repairs and HVAC maintenance; filter replacement (other than the HVAC serving the Specialty Rooms)
Water heater maintenance and repairs
Generator repairs and maintenance (other than the generator serving the Specialty Rooms)
Repair, replacement and maintenance of all interior plumbing fixtures
Repair, replacement and maintenance of all interior lighting, light bulbs and electrical fixtures
Repair and maintenance of all electrical panels, transformers, circuit breaker, exterior lighting fixtures
All janitorial – interior and exterior
Disposal of medical waste
Disposal of regular waste
All pest control – interior and exterior
Repair and maintenance of interior and exterior signage
Security alarm and security system maintenance, repair and replacement; any secured locking systems for doors or entryways;
Exterior doors and locks, windows and window panes, repair and maintenance
Gate repair, replacement and maintenance
Fire extinguishers maintenance and replacement
Fire alarm system; fire suppression system and fire sprinkler system repair and maintenance
Lawn maintenance, including shrub and grass fertilization; tree trimming and replacement of trees, grass and shrubs as needed
Irrigation system repair and maintenance
Window cleaning – interior and exterior
All other items of repair, maintenance and replacement associated with the Subleased Premises except for those items which are the exclusive responsibility of the Subtenant under this Sublease or Prime Landlord as set forth in the Prime Lease.

There shall be excluded from Sublandlord Responsible Items Costs the following:

(i) Costs incurred in connection with any major change in the Overall Premises, such as adding or deleting floors;

(ii) depreciation interest and principal payments on mortgages, and other debt costs, if any;

(iii) costs of correcting defects in or inadequacy of the performance of the Sublandlord Responsible Items;

(iv) expenses directly resulting from the gross negligence of the Sublandlord, its agents, servants or employees;

(v) legal fees, space planner's fees, real estate broker's leasing commissions, and advertising expenses incurred in connection with the future leasing of the Overall Premises;

(vi) costs for which Sublandlord is reimbursed by insurance, its carrier, any tenant's carrier and/or Prime Landlord or its carrier;

(vii) any bad debt loss, rent loss, or reserves for bad debts or rent loss;

(viii) the expenses of extraordinary services provided to other tenants in the Building;

(ix) costs associated with the operation of the business of the entity which constitutes Sublandlord as the same are distinguished from the costs of operation of the Overall Premises, including accounting and legal matters of Sublandlord, costs of defending any lawsuits with any mortgagee (except as the actions of Subtenant may be at issue), costs of selling, syndicating, financing, mortgaging or hypothecating any of Sublandlord's interest in the Overall Premises, costs of any disputes between Sublandlord and its employees (if any) not engaged in operation of the Overall Premises, disputes of Sublandlord with Landlord and/or the manager of the Building, or outside fees paid in connection with disputes with other tenants;

(x) the wages of any employee who does not devote substantially all of his or her time to the Overall Premises or are not allocated accordingly;

(xi) fines, penalties, and interest (except to the extent caused by the actions or inactions of Subtenant);

(xii) amounts paid as rental by Sublandlord under the Prime Lease;

(xiii) any damage or loss resulting from any casualty insured against by owners of similar class medical office buildings in Titusville, Florida, except to the extent of customary deductibles; and

(xiv) reserves for capital improvements.

It is understood and agreed that capital items (those items having a useful life in excess of one year) ("**Capital Items**") will not be included in their entirety the year such costs are incurred, but will be amortized in accordance with generally accepted accounting principles ("**GAAP**") at the time such capital costs are incurred consistently applied over the useful life of the item so capitalized and on a straight-line basis. If capital items which are customarily purchased by landlords of similar class medical office buildings in Titusville, Florida are leased by Sublandlord, rather than purchased, the decision by Sublandlord to lease the item in question shall not serve to increase the Subtenant's proportionate share of Operating Expenses beyond that which would have applied had item in question been purchased. To the extent Sublandlord elects to replace Capital Items and/or services with replacements that are considered an upgrade or enhancement over the items being replaced, then to the extent the replacement or service is an upgrade or enhancement, such additional cost component for the upgrade or enhancement shall be excluded from Operating Expenses and the reimbursement for Capital Items; provided, however, the Landlord shall not be obligated to choose an upgraded or enhanced Capital Item or service, unless such Capital Item or service is required by applicable laws, codes or regulations and/or because a replacement item of the same quality as the initial item is not reasonably available.

Sublandlord and Subtenant agree that Sublandlord and Subtenant shall meet on a periodic basis and at least one time every calendar year to discuss Sublease Operating Expenses and contractor selection for third party vendors who service the Overall Premises for Sublandlord's maintenance, repair and replacement obligations hereunder.

Section 5.4 Late Fees. Any payment of Rent not paid when due shall incur a late charge for reimbursement of Sublandlord's anticipated out-of-pocket expenses due to such failure of two and one-half percent (2.5%) of the amount of such payment ("**Late Charge**"). The provisions of this Section shall not be construed to extend the date for payment of any sums required to be paid by Subtenant under this Sublease or to relieve Subtenant of its obligation to pay all such sums at the time or times herein stipulated, and neither the demand for, nor collection by, Sublandlord of late charges pursuant to this Section shall be construed as a cure of any default in payment by Subtenant. It is agreed that the Late Charge is a fair and reasonable charge under the circumstances and shall not be construed as interest on a debt payment. Any amount due from Subtenant to Sublandlord under this Sublease which is not paid when due (including, without limitation, amounts due as reimbursement to Sublandlord for cost incurred by Sublandlord in performing obligations of Subtenant hereunder upon Subtenant's failure to so perform) shall bear interest at rate of eight percent (8%) per annum from the date when due until the date paid ("**Default Interest**"). In the event any charge imposed hereunder or under any other Section of this Sublease is either stated to be or construed as interest, then no such interest charge shall be calculated at a rate that is higher than the maximum rate which is allowed under the usury laws of Florida, which maximum rate of interest shall be substituted for the rate in excess thereof, if any, computed pursuant to this Sublease.

Section 5.5 Tax on Rent. In the event that Subtenant is not exempt from the payment of tax, Subtenant shall be liable, at its sole cost and expense, for, and Sublandlord shall have no liability in respect of, any sales, use or similar tax with respect to any and all Rent. In the event that Subtenant is not exempt from the payment of tax, Subtenant shall pay to Sublandlord, as Additional Rent, all sales, use or similar tax that is due and payable with respect to any and all Rent together with the payment of such Rent. Without limiting the generality of the foregoing, with each payment of Rent, Subtenant shall pay to Sublandlord an additional amount equal to the applicable Florida sales tax due on such payments.

Section 5.6 No Set-Off. All agreements, covenants and activities to be performed by Subtenant hereunder shall be at Subtenant's expense and without any abatement of Rent except as otherwise provided herein. Except as otherwise provided herein, Subtenant shall not be entitled to any set-off, offset or abatement of any Rent due Sublandlord hereunder.

ARTICLE VI. UTILITIES, ALTERATIONS AND REPAIRS

Section 6.1 Utilities. Subtenant will place in its own name and promptly pay directly to the provider all charges for electricity, water, gas, telephone and internet service, sewer service, and any other utilities furnished to the Subleased Premises, to the extent such services can be separately metered and billed. Subtenant shall pay to Sublandlord any utility costs which are provided by Sublandlord as to the Subleased Premises, including any Shared Premises.

Section 6.2 Alterations. All alterations to the Subleased Premises shall be made with the approval of the Sublandlord, which approval shall not be unreasonably withheld, conditioned or delayed and in accordance with and subject to the provisions of Section 6.2 of the Prime Lease.

Section 6.3 Sublandlord Repairs, Maintenance and Replacements. Sublandlord shall promptly, at its own expense but with the costs set forth in Section 5.3 being part of Sublease Operating Expenses, keep the Sublandlord Responsible Items, in good repair and, if necessary or required, make modifications or replacements thereof; provided, however, Subtenant shall be responsible for all such repairs or replacements arising from its acts, neglect or default.

Section 6.4 Subtenant Repairs, Maintenance and Replacements. From and after the Commencement Date, Subtenant shall at all times at Subtenant's sole cost and expense, keep the Subleased Premises (including all personal property therein, whether or not provided by Sublandlord or Prime Landlord), in good condition and repair, ordinary wear and tear and casualty excepted, except to the extent that Sublandlord or Prime Landlord are required to do so pursuant to Section 6.3 or as otherwise provided in this Sublease or the Prime Lease. In addition, and not limitation of the foregoing, Subtenant shall also make such repairs and replacements to the Subleased Premises and the Building due to the negligence or actions of Subtenant, its agents, employees, invitees, licensees and contractors. If Subtenant refuses or neglects to commence and to complete any repairs promptly and adequately, Sublandlord may, but shall not be required to do so, make and complete said repairs and Subtenant shall pay the cost thereof promptly upon demand. Subtenant shall be responsible for, at its own expense, the following items with respect to the Subleased Premises:

Subtenant Pays For Directly and Contracts For:
All utilities, to the extent they are separately metered for the Subleased Premises
Interior maintenance, repair and replacement of walls, flooring, interior ceilings and ceiling panels, drywall, cabinetry; interior stairwells
Repair, maintenance and repair of all clinical equipment, furniture and all personal property owned by Subtenant
Vending machines (if any)
All telecommunications and equipment, including internet services, including cabling
Repairs and maintenance of Specialty Room Designated Equipment
All other items of repair, maintenance and replacement associated with the Subleased Premises except for those items which are the exclusive responsibility of the Sublandlord or Prime Landlord as set forth in this Sublease or the Prime Lease.

Section 6.5 Use of Common Area and Parking Areas. The "**Common Area**" shall comprise the Shared Space and all public spaces located on the exterior of the Building, including sidewalks, interior drives, parking areas, and green space areas. Sublandlord hereby grants to Subtenant and its subtenants and their respective agents, contractors, employees, invitees and visitors, the exclusive right to use the Common Area in common with other users of the Overall Premises.

Section 6.6 Maintenance Contracts/Maintenance Plan. Sublandlord shall, throughout the Term, obtain, maintain and pay for an HVAC maintenance contract for regular (but no less than quarterly) service and maintenance and shall provide Subtenant with a copy of said agreement. Sublandlord shall also, throughout the Term, obtain, maintain and pay for generator (other than the Generator serving the Specialty Rooms), fire alarm and sprinkler (fire suppression) system maintenance contracts for regular service and maintenance and shall provide Subtenant with a copy of said agreements, the cost or fair market value (if provided by Sublandlord directly) of which maintenance contracts and services shall be Sublease Operating Expenses. All maintenance contracts shall also call for the performance of maintenance that will ensure compliance with any manufacturers' recommended maintenance programs and with the requirements necessary to keep any warranty (if applicable) valid. All such maintenance contracts shall not exceed the Term of this Sublease. Notwithstanding anything to the contrary herein, the HVAC maintenance contract services can be provided by Sublandlord so long as Sublandlord has in-house employees who are qualified to perform routine inspection and maintenance of HVAC systems, and in such case, the maintenance contract will be referred to as a "maintenance plan."

ARTICLE VII. LIENS AND ENCUMBRANCES

Section 7.1 Liens. Subtenant shall keep the Subleased Premises free from any liens, including but not limited to construction liens. If any lien is filed against the Sublandlord's interest in the Subleased Premises for work claimed to have been done for or material claimed to have been furnished to Subtenant, Subtenant shall cause such lien to be discharged or bonded over of record within thirty (30) days after Subtenant received notice of its filing. Further, Subtenant shall not encumber its leasehold interest in the Subleased Premises and/or this Sublease without the prior written consent of Sublandlord.

The interest of Prime Landlord in the Overall Premises and Sublandlord in the Subleased Premises will not be subject in any way to any liens, including any lien rights under Chapter 713, Florida Statutes, for improvements to or other work performed to the Subleased Premises by or on behalf of Subtenant. Subtenant has no power or authority to create any lien or permit any lien to attach to the present estate, reversion, or other interest of Prime Landlord in the Overall Premises and/or Sublandlord in the Subleased Premises. All mechanics, materialmen, contractors, laborers, artisans, suppliers, and other parties contracting with Subtenant, its representatives or contractors with respect to the Subleased Premises are hereby given notice that they must look solely to the Subtenant to secure payment for any labor, services or materials furnished or to be furnished to Subtenant, or to anyone holding any of the Subleased Premises through or under Subtenant during the term of this Sublease. The foregoing provisions are made with express reference to Section 713.10, Florida Statutes. Subtenant shall notify every contractor making improvements to the Subleased Premises that the interest of the Sublandlord in the Subleased Premises shall not be subject to liens for improvements to or other work performed with respect to the Subleased Premises by or on behalf of Subtenant. Nothing contained in this Sublease shall authorize Subtenant to do any act which may create or be the foundation for any lien, mortgage or other encumbrance upon the reservation or other estate of Sublandlord, or of any interest of Sublandlord in the Subleased Premises or any improvements thereof; it is agreed that should Subtenant cause any alterations, changes, additions, improvements or repairs to be made in the Subleased Premises, or cause materials to be furnished or labor to be performed therein, neither Prime Landlord, Sublandlord nor the Subleased Premises shall, under any circumstances, be liable for the payment of any expenses incurred or for the value of any work done or material furnished to the Subleased Premises or any part thereof. All such alterations, changes, additions, improvements, repairs, materials and labor shall be at Subtenant's expense and Subtenant shall be solely and wholly responsible to contractors, laborers and material men furnishing labor and materials to the Subleased Premises, or any part thereof. To the extent required by Florida Statutes Chapter 713, with the understanding that certain governmental property may not be subject to Chapter 713, and prior to commencement of any work on the Subleased Premises for which a Notice of Commencement is required pursuant to Chapter 713, Florida Statutes (or its successor), Subtenant shall record such a notice in the Public Records of the County, identifying Subtenant as the party for whom such work is being performed, summarizing and memorializing the terms of this Article, and requiring the service of copies of all notices, liens or claims of lien upon Sublandlord; and Subtenant shall simultaneously therewith transmit a copy of said notice to Sublandlord. In addition to the foregoing, Sublandlord shall have the right (but not the obligation) to record a notice in the Public Records of the County in accordance with Section 713.10, Florida Statutes (or its successor).

Section 7.2 Lien on Subtenant's Personal Property. Sublandlord hereby waives any and all rights that it may now or hereafter have to any lien and/or security interest in any personal property of Subtenant, including, without limitation, goods, inventory, equipment, fixtures, and all other tangible and intangible personal property owned by Subtenant and all insurance proceeds of or relating to any of the foregoing, and all proceeds therefrom, including, without limitation, Sublandlord's statutory landlord's lien.

ARTICLE VIII. ASSIGNMENT AND SUBLETTING

Section 8.1 Assignment and Subletting Generally. Except as expressly permitted pursuant to Section 8.3 below, Subtenant agrees not to assign, mortgage, encumber or in any manner transfer, in whole or in part, this Sublease or any estate or interest therein, and not to sublet the Subleased Premises or any part or parts thereof or allow anyone to come in with, through or under it without Sublandlord's consent, which consent shall not be unreasonably withheld, conditioned or denied. Any transfer, assignment or subletting in violation of this Section shall be void and shall represent a default under this Sublease. Consent by Sublandlord to one or more assignments of this Sublease or to one or more subletting of the Subleased Premises shall not operate to exhaust/extinguish Sublandlord's rights under this Article VIII. In the event that Subtenant, with or without the previous consent of Sublandlord, does assign or in any manner transfer this Sublease or any estate or interest therein, Subtenant shall in no way be released from any of its obligations under this Sublease. The acceptance of Rent by Sublandlord from any other person shall not be deemed to be a waiver by Sublandlord of any provision hereof.

Section 8.2 Notice. If at any time or from time to time during the Term, as the same may be extended, Subtenant desires to sublet all or any part of the Subleased Premises or to assign this Sublease, Subtenant shall give written notice to Sublandlord and Prime Landlord setting forth the proposed subtenant or assignee, the terms of the proposed subletting and the space so proposed to be sublet or the terms of the proposed assignment, as the case may be, and such other information as may be reasonably requested by Sublandlord and Prime Landlord. Within ten (10) business days after receipt of Subtenant's written request for such assignment or sublet, Sublandlord and Prime Landlord shall notify Subtenant of its approval or disapproval of the same.

Section 8.3 Permitted Transfers. Subtenant shall have the right, without Sublandlord's consent but upon prior written notice to Sublandlord and Prime Landlord, to assign the Sublease or sublet or license all or part of the Subleased Premises (i) to any successor of Subtenant resulting from a merger or consolidation of Subtenant, (ii) to any bona-fide purchaser of all or substantially all of Subtenant's assets, (iii) to any entity controlling, controlled by or under common control with Subtenant, (iv) North Brevard Medical Support, Inc., a Florida not for profit corporation ("**NBMS**"), or any affiliate of NBMS, and (v) to any physician or medical specialist (the "**Permitted Transfer(s)**"). The sale, issuance, or transfer of any voting capital stock of Subtenant (if Subtenant is a non-public corporation) or membership interests in Subtenant (if Subtenant is a limited liability company), which results in a change in the control of Subtenant ("**Change of Control**"), shall be deemed to be a Permitted Transfer so long as (a) the transaction involves all or substantially all of Subtenant's business and assets, and (b) the net worth of the entity or entities liable for the performance of Subtenant's obligations after the transaction is not less than the net worth of Subtenant prior to the transaction.

ARTICLE IX. NON-LIABILITY, INDEMNIFICATION, AND INSURANCE

Section 9.1 Release. All of Subtenant's trade fixtures, specialty equipment, merchandise, inventory and all other personal property in or about the Subleased Premises, the Building or the Common Areas, which is deemed to include the trade fixtures, merchandise, inventory and personal property of others located in or about the Subleased Premises or Common Areas at the invitation, direction or acquiescence (express or implied) of Subtenant (all of which property shall be referred to herein, collectively, as "**Subtenant's Property**"), shall be at all times during the Term at Subtenant's sole risk. Sublandlord shall not be liable to Subtenant or to any other person for, and Subtenant hereby releases Sublandlord from (a) any and all liability for theft or damage to Subtenant's Property, and (b) any and all liability for any injury to Subtenant or its employees, agents, contractors, guests and invitees in or about the Subleased Premises, the

Building or the Common Areas, except to the extent caused by the gross negligence or willful misconduct of Sublandlord, its agents, employees or contractors. Nothing contained in this Section 9.1 shall limit (or be deemed to limit) the waivers contained in Section 9.6 below. In the event of any conflict between the provisions of Section 9.6 below and this Section 9.1, the provisions of Section 9.6 shall prevail. This Section 9.1 shall survive the expiration or earlier termination of this Sublease.

Section 9.2 Indemnification by Subtenant. To the fullest extent permitted under Florida law and subject to the last sentence of this paragraph, Subtenant shall protect, defend, indemnify and hold Sublandlord, its members, managers, officers, directors, agents, employees and contractors harmless from and against any and all claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including reasonable attorneys' fees and expenses at the trial and appellate levels) to the extent (a) arising out of or relating to any act, omission, negligence or willful misconduct of Subtenant and/or its subtenants and/or their respective agents, employees, or contractors ("**Subtenant Parties**") in or about the Subleased Premises, the Building and/or the Common Areas, (b) arising out of or relating to any of Subtenant's Property, or (c) arising out of any other act or occurrence within the Subleased Premises, in all such cases except to the extent caused by the gross negligence or willful misconduct of Sublandlord, its agents, employees contractors, customers or invitees. Nothing contained in this Section 9.2 shall limit (or be deemed to limit) the waivers contained in Section 9.6 below. In the event of any conflict between the provisions of Section 9.6 below and this Section 9.2, the provisions of Section 9.6 shall prevail. This Section 9.2 shall survive the expiration or earlier termination of this Sublease. Notwithstanding the foregoing, nothing in this indemnification clause or elsewhere in this Sublease is intended, nor shall it be construed or interpreted, to alter or waive the entitlement of Subtenant to the protection of sovereign immunity, or to extend or modify Subtenant's liability beyond the limits established by Florida law generally, and, more specifically, Article X, Section 13 of the Florida Constitution, and Section 768.28 Florida Statutes (2025) as from time to time amended and any successor, if applicable.

Section 9.3 Subtenant's Insurance.

(a) During the Term (and any period of early entry or occupancy or holding over by Subtenant, if applicable), Subtenant shall maintain the following types of insurance, in the amounts specified below:

(i) Liability Insurance. Commercial General Liability Insurance (which insurance shall not exclude blanket, contractual liability, broad form property damage, personal injury, or fire damage coverage) covering the Subleased Premises and Subtenant's use thereof against claims for bodily injury or death and property damage, which insurance shall provide coverage on an occurrence basis with a per occurrence limit of not less than $2,000,000 for each policy year, which limits may be satisfied by any combination of primary and excess or umbrella per occurrence policies.

(ii) Property Insurance. Special Form Insurance with named storm coverage (which insurance shall not exclude flood) in the amount of the full replacement cost of Subtenant's Property (including alterations or additions performed by Subtenant pursuant hereto, but excluding those improvements, if any, made by Sublandlord), which insurance shall include an agreed amount endorsement waiving coinsurance limitations.

(iii) Workers' Compensation Insurance. Subtenant shall provide and keep in full force and effect workers' compensation insurance, in a form and with coverage limits not less than as prescribed by the laws of the State of Florida, and employers' liability

insurance in an amount equal to the greater of Two Million Dollars ($2,000,000.00) or the minimum amount required by law.

(iv) Builder's Risk Insurance. Subtenant shall, prior to the commencement of and during any construction work on the Subleased Premises made by Subtenant or its agents, and as often as Subtenant may construct, replace, reconstruct, restore or make a substantial alteration to, any improvement thereon, provide and keep in full force and effect builders' risk insurance in accordance with the requirements of this Section for the full replacement cost of such work.

(b) All insurance required by Subtenant hereunder shall (i) be issued by one or more insurance companies reasonably acceptable to Sublandlord, and (ii) provide that said insurance shall not be materially changed, canceled or permitted to lapse on less than thirty (30) days' prior written notice to Sublandlord. In addition, Subtenant's insurance shall protect Subtenant and Sublandlord as their interests may appear, naming Sublandlord and any mortgagee requested by Sublandlord in writing, as additional insureds under its liability policies and the liability policies of all contractors. Upon Subtenant's receipt of a written request from Sublandlord, Subtenant shall provide Sublandlord with copies of all insurance policies, including all endorsements, evidencing the coverages required hereunder. In the event that Subtenant fails to provide evidence of insurance required to be provided by Subtenant in this Sublease within ten (10) business days following Sublandlord's request thereof, and thirty (30) days prior to the expiration of any such coverage, Sublandlord, in addition to its other rights and remedies, shall be authorized (but not required) to procure such coverage in the amount stated with all costs thereof to be chargeable to Subtenant and payable upon written invoice thereof. The limit of insurance required by this Sublease, or as carried by Subtenant, shall not limit the liability of Subtenant or relieve Subtenant of any obligation thereunder, except to the extent provided for under the waiver of subrogation set forth in Section 9.6 hereof. Any deductibles selected by Subtenant shall be the sole responsibility of Subtenant.

(c) Subtenant shall not do anything in or about the Subleased Premises which will in any way tend to increase the insurance rates or invalidate any insurance policy on the Subleased Premises and/or the Building. If Subtenant installs any electrical equipment that overloads the lines in the Subleased Premises, Subtenant shall at its own expense make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction. Subtenant shall pay as Additional Rent, upon demand of Sublandlord, any such increased premium cost due to Subtenant's use or occupancy of the Subleased Premises. All property kept, stored or maintained within the Subleased Premises by Subtenant shall be at Subtenant's sole risk.

(d) All insurance coverages required by Subtenant or Sublandlord under this Sublease may be provided by self-insurance or through Subtenant's or Sublandlord's captive insurance company, provided the same is sufficient to enable payment of any losses, damages and claims which are Subtenant's or Sublandlord's responsibility under this Sublease (including, without limitation, to the fullest extent permitted by law, those under Section 9.2 above without waiving Subtenant's or Sublandlord's rights to sovereign immunity as provided in Section 768.28, Florida Statutes). On the Commencement Date and thereafter during the Term as reasonably requested by Sublandlord, Subtenant shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance. Failure by Sublandlord to request proof of insurance from Subtenant, and/or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve Subtenant of its liability and obligations under this Sublease.

(e) Cooperation. Each party will reasonably cooperate with the other party in connection with the collection of any insurance proceeds that may be payable in the event of loss

and execute and deliver to the insurers such proof of loss and other documents required for the recovery of any such insurance proceeds.

Section 9.4 Sublandlord's Insurance. During the Term, Sublandlord agrees to maintain the types and amounts of insurance as required by and in accordance with the Prime Lease, the reasonable and customary premiums therefor being reimbursable by Subtenant as an Operating Expense pursuant to Section 5.3 above.

Section 9.5 Waiver of Subrogation. Notwithstanding anything contained in this Sublease to the contrary, Sublandlord and Subtenant hereby waive any rights each may have against the other on account of any loss of or damage to their respective property, the Subleased Premises, its contents, or other portions of the Building or Common Areas arising from any risk which is required to be insured against under this Article IX (and which is actually insured against to the extent a party's coverage is broader or has higher limits than is required under this Sublease). The special form coverage insurance policies maintained by Sublandlord and Subtenant as provided in this Sublease shall include an endorsement containing an express waiver of any rights of subrogation by the insurance company against Sublandlord and Subtenant, as applicable.

ARTICLE X. HOLDING OVER

Section 10.1 Holding Over. It is expressly agreed and understood by both Sublandlord and Subtenant that the failure by Subtenant to surrender possession of the Subleased Premises at the expiration of the Term or sooner termination of this Sublease shall result in substantial damages to Sublandlord and those damages are impossible or impracticable to measure. If Subtenant so remains in possession of the Subleased Premises after the expiration of the Term or sooner termination of this Sublease, then, at Sublandlord's option, and in addition to all other rights and remedies available to Sublandlord, Subtenant shall be deemed to be occupying the Subleased Premises as a month-to-month tenant only and Subtenant shall pay Sublandlord for each day of such holding over a sum equal to one hundred fifty percent (150%) of the Base Rent payable during the preceding Sublease Year prorated for the number of days for such holding over, plus all Additional Rent which Subtenant would have been required to pay hereunder had this Sublease been in effect (the "**Holdover Rent**"). If either Sublandlord or Subtenant desires to terminate said occupancy at the end of any month after the termination of this Sublease, the party so desiring to terminate shall give the other party no less than thirty (30) days written notice to that effect. However, the Sublandlord shall not be required to give any such notice if Subtenant has failed to pay the Holdover Rent in advance when due. The provisions of this Article X shall survive the expiration of the Term or sooner termination of this Sublease.

ARTICLE XI. ADDITIONAL RIGHTS RESERVED

Section 11.1 Reservation of Rights. In addition to any other rights available at law or by contract, Subtenant shall have the following rights:

(a) To install and maintain signage as reasonably approved by Sublandlord;

(b) To hold educational seminars or gatherings to support those impacted by cancer or cancer care.

ARTICLE XII. INSOLVENCY OR BANKRUPTCY

Section 12.1 Bankruptcy. The appointment of a receiver to take possession of all or substantially all of the assets of Subtenant, or an assignment by Subtenant for the benefit of

creditors or any action taken or suffered by Subtenant under any insolvency, bankruptcy, or reorganization act shall constitute a breach of this Sublease by Subtenant. In no event shall this Sublease be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Sublease or any rights or privileges hereunder be an asset of Subtenant under a bankruptcy, insolvency or reorganization proceedings.

ARTICLE XIII. DEFAULT AND REMEDIES

Section 13.1 Default by Subtenant. The happening of any of the following shall be deemed an "**Event of Default**" by Subtenant:

(a) Subtenant's failure to pay any installment or payment of Rent within five (5) business days after written notice from Sublandlord to Subtenant specifying such failure to pay; or

(b) Subtenant's failure to perform any other term, covenant, condition or provision hereof within twenty (20) days after notice or demand therefor is served upon Subtenant by Sublandlord; provided, that if such default is of such a character as to require more than twenty (20) days after the receipt of such notice to cure, then Subtenant shall be permitted such longer period as may be reasonably required to cure such default, so long as Subtenant commences such cure within the initial twenty (20) day period and thereafter proceeds diligently to cure such default (and, in any event the failure is cured no later than one hundred eighty (180) days after the initial notice thereof from Sublandlord to Subtenant, subject to an event of force majeure); or

(c) Subtenant abandons the Subleased Premises without the payment of Rent or permits this Sublease to be taken under any writ of execution.

(d) Subtenant shall cause or permit to occur a default under the Incorporated Provisions which, after notice thereof from Sublandlord, is not cured five (5) days prior to the expiration of any cure period applicable thereto pursuant to the Incorporated Provisions or the Prime Lease, if any.

Section 13.2 Remedies. Upon the occurrence of an Event of Default, Sublandlord, besides any other rights or remedies which Sublandlord may have by law or otherwise, shall have the following remedies, any and all of which rights and remedies Sublandlord may pursue separately or concurrently or in any combination, without any further notice or opportunity to cure (except as specifically provided herein below) or demand whatsoever, and without prejudice to any other remedy which Sublandlord may have for possession of the Subleased Premises or for arrearages in Rent payable by Subtenant and the pursuit of any such remedy or remedies shall not constitute an election of remedies excluding the election of another remedy or other remedies, or a forfeiture or waiver of any Rent payable under this Sublease by Subtenant or of any damages or other sums accruing to Sublandlord by reason of Subtenant's default under this Sublease.

(a) Sublandlord may re-enter the Subleased Premises and cure any Event of Default of Subtenant, and Subtenant shall reimburse Sublandlord as Additional Rent for any costs and expenses which Sublandlord thereby incurs, including, without limitation, reasonable attorneys' fees and costs; and Sublandlord shall not be liable to Subtenant for any loss or damage which Subtenant may sustain by reason of Sublandlord's action, except to the extent caused by the gross negligence or willful misconduct of Sublandlord.

(b) Sublandlord may terminate this Sublease in which event Subtenant shall immediately surrender the Subleased Premises to Sublandlord, and if Subtenant fails to do so, Sublandlord may, without prejudice to any other remedy which it may have for possession or arrearages in Rent, enter upon the Subleased Premises and take possession of the Subleased

Premises, expel or remove Subtenant and any other person who may be occupying the Subleased Premises or any part thereof; and Subtenant agrees to pay to Sublandlord on demand the amount of any rentals due and payable hereunder up to and including the date that Sublandlord obtains possession of the Subleased Premises..

(c) Sublandlord may enter upon the Subleased Premises and take possession of the Subleased Premises, without terminating this Sublease, and expel or remove Subtenant and any other person who may be occupying the Subleased Premises or any part thereof, relet the Subleased Premises or any part thereof on such terms and conditions as Sublandlord shall in its sole discretion deem advisable and receive the rent therefor; and Subtenant agrees to pay to Sublandlord on demand any deficiency that may arise by reason of such reletting and all costs and reasonable expenses incurred by Sublandlord in taking possession of the Subleased Premises and reletting the Subleased Premises. The proceeds of such reletting shall be applied: first, to the payment of any indebtedness of Subtenant to Sublandlord other than Rent due hereunder; second, to the payment of any and all costs and reasonable expenses incurred by Sublandlord in taking possession of the Subleased Premises and reletting the Subleased Premises; third, to the payment of Rent due and unpaid hereunder; and the residue, if any, shall be held by Sublandlord and applied in payment of future Rent as the same may become due and payable hereunder.

(d) Sublandlord may declare all Rent due or to become due under this Sublease (discounted to present value at the lesser of: (i) six percent (6%); or (ii) the discount rate announced by the Federal Reserve Bank of New York as of the date Sublandlord makes such declaration) to be immediately due and payable.

Section 13.3 General Damages Upon Default. In the event of any uncured Event of Default by Subtenant which is followed by an eviction action and termination of this Sublease, Subtenant shall also be liable for and shall pay to Sublandlord at the address specified for notice to Sublandlord herein, in addition to any sum provided to be paid herein or under applicable Laws, brokers' fees incurred by Sublandlord in connection with any re-letting the whole or any part of the Subleased Premises, the reasonable and customary costs of: removing and storing Subtenant's or other occupant's property, repairing, altering, remodeling or otherwise putting the Subleased Premises into a condition acceptable to a new tenant or tenants, and all reasonable costs and expenses incurred by Sublandlord in enforcing or defending Sublandlord's rights and/or remedies (including, without limitation, reasonable attorneys' fees and costs). Actions to collect amounts due by Subtenant to Sublandlord may be brought from time to time, on one or more occasions, without the necessity of Sublandlord's waiting until Expiration Date.

Section 13.4 Application of Funds. Any payments received by Sublandlord under any of the provisions of this Sublease during the existence or continuance of any Event of Default by Subtenant shall be applied to Subtenant's obligations in the order that Sublandlord may determine in its sole and absolute discretion (unless otherwise prescribed by applicable Laws).

Section 13.5 Sublandlord’s Default and Subtenant’s Remedies. Sublandlord shall be in default if it fails to perform any term, condition, covenant or obligation required of Sublandlord under this Sublease for a period of twenty (20) days after written notice thereof from Subtenant to Sublandlord; provided, that if such default is of such a character as to require more than twenty (20) days after the receipt of such notice to cure, then Sublandlord shall be permitted such longer period as may be reasonably required to cure such default, so long as Sublandlord commences such cure within the initial twenty (20) day period and thereafter proceeds diligently to cure such default. Upon the occurrence of any such default by Sublandlord and the expiration of the aforesaid cure period or any default by Landlord under the Prime Lease and the expiration of the cure period thereunder, Subtenant may perform such obligations of Sublandlord and deduct the

actual cost of completing such obligations from future Rent or sue for injunctive relief or to recover Subtenant's actual, out-of-pocket damages for any loss resulting from the breach. Notwithstanding the foregoing (except in the event of an emergency, in which case no second notice is required of any party), before exercising self-help, Subtenant must give Sublandlord a second notice (after the expiration of the cure period) before exercising the aforesaid self-help right which specifies in bold and capitalized letters **"THIS IS A SECOND NOTICE UNDER SECTION 13.5 OF THE SUBLEASE OF SUBTENANT'S INTENT TO USE SELF-HELP"** and if such breach or default continues for a period of five (5) business days after the second notice thereof, Subtenant may (but is not obligated to) cure such breach on behalf of Sublandlord or Sublandlord, as applicable.

Section 13.6 Remedies Cumulative. No right or remedy herein conferred upon or reserved to Sublandlord or Subtenant is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute. With respect to any remedy exercised by a party, such party shall have an affirmative obligation to use commercially reasonable efforts to mitigate its damages hereunder.

ARTICLE XIV.CASUALTY AND EMINENT DOMAIN

Section 14.1 Casualty. Subtenant shall within a reasonable period of time notify Sublandlord of any damage to the Subleased Premises by fire or other casualty. Sublandlord shall promptly provide Subtenant with copies of any notices it delivers or receives with respect to a fire or other casualty and the repair of the Building and Sublandlord's Property as a result thereof. This Sublease shall terminate if the Prime Lease is terminated as a result of a fire or other casualty. In the event that the Prime Lease is not terminated, Sublandlord agrees promptly to restore and repair the Overall Premises and Tenant's Property (as defined in the Prime Lease); provided, however, Sublandlord's obligation hereunder with respect to the Subleased Premises shall be limited to the reconstruction of such of the leasehold improvements to substantially their condition as of the Commencement Date. Rent shall proportionately abate during the time that the Subleased Premises or part thereof are unusable because of any such damage. Notwithstanding the foregoing, (a) if the Subleased Premises are so destroyed that they cannot be repaired or rebuilt within two hundred seventy (270) days from the casualty date; or (b) Subtenant's Property is destroyed by a casualty that is not covered by the insurance required hereunder or, if covered, such insurance proceeds are not released by any lender entitled thereto or are insufficient to rebuild/replace Subtenant's Property, then Subtenant may, upon thirty (30) days' written notice to Sublandlord, terminate this Sublease with respect to matters thereafter accruing. Subtenant may, at its option, terminate this Sublease if the Subleased Premises and/or Subtenant's Property are substantially damaged or destroyed by a casualty that occurs during the last two (2) years of the Term. In no event shall Sublandlord be required to repair or replace any of Subtenant's Property, Subtenant being solely responsible for the same.

Section 14.2 Eminent Domain. Sublandlord shall within a reasonable period of time notify Subtenant if all or any portion of the Overall Property is taken or threatened to be taken by eminent domain. Sublandlord shall promptly provide Subtenant with copies of any notices it delivers or receives with respect to an action for eminent domain and the termination of the Prime Lease as a result thereof. This Sublease shall terminate if the Prime Lease is terminated as a result of an action for eminent domain. All damages awarded shall belong to Landlord or Sublandlord as provided in the Prime Lease; provided, however, that neither Landlord nor Sublandlord shall be entitled to any award or compensation paid or payable to Subtenant for its moving expenses or for Subtenant's Property that may be taken in any such proceeding and Subtenant shall be entitled to pursue its own action for eminent domain for any other such award that is available to a tenant under a commercial lease under Florida law; provided, however, that

the same shall not diminish Landlord's or Sublandlord's allocated share of the award pursuant to the terms hereof.

ARTICLE XV. SURRENDER OF PREMISES

Section 15.1 Surrender. At the end of the Term or sooner termination of this Sublease, Subtenant will peaceably deliver to the Sublandlord possession of the Subleased Premises, together with all improvements or additions upon or belonging to the same, by whomsoever made, in the same condition as received, or first installed, ordinary wear and tear and damage by fire, earthquake, act of God or the elements alone excepted.

ARTICLE XVI.WAIVER

Section 16.1 Waiver. Waiver by Sublandlord or Subtenant of any term, covenant, requirement, or condition herein contained shall not be deemed to be a permanent or continuing waiver thereof, nor as a waiver of any other term, covenant, condition, or requirement of this Sublease, and acceptance of Rent hereunder by Sublandlord or payment of Rent hereunder by Subtenant shall not be deemed to be a waiver of any breach by the other party of any term, covenant, requirement, or condition or any subsequent breach of the same or any other term, requirement, covenant or condition herein contained.

ARTICLE XVII. NOTICES AND SUBORDINATION

Section 17.1 Notices. Any notice required or permitted to be given under this Sublease or by law shall be deemed to have been given if it is written and delivered in person or by overnight courier or mailed by certified mail, postage prepaid, to the party who is to receive such notice at the addresses specified in Section 1.1. If sent by overnight courier, the notice shall be deemed to have been received one (1) business day after sending. If mailed, the notice shall be deemed to have been received on the date that is three (3) business days following mailing. Either party may change its address by giving written notice thereof to the other party. Notices provided by counsel for either party shall be effective hereunder.

Section 17.2 Subordination. This Sublease shall be subject and subordinate to the Prime Lease and all mortgages, deeds of trust, ground leases and security agreements now or hereafter encumbering the Overall Premises.

Section 17.3 Estoppels. Each party agrees to execute and deliver to the other, within ten (10) business days after request therefor by the other party, a statement, in writing, certifying to the requesting party and/or any other party designated by the requesting party, that: (a) this Sublease is in full force and effect; (b) the Commencement Date; (c) the Rent Commencement Date, (d) that Rent is paid currently without any offset or defense thereto, (e) the amount of Rent, if any, paid in advance; (f) that there are no known uncured defaults by Landlord under the Prime Lease and/or , Sublandlord or Subtenant under this Sublease, or stating those known and claimed, provided that, in fact, such facts are accurate and ascertainable; and (g) any other information reasonably requested by the requesting party.

ARTICLE XVIII. INTENTIONALLY DELETED

ARTICLE XIX. MISCELLANEOUS PROVISIONS

Section 19.1 Governing Law; Venue. This Sublease shall be governed by the laws of the State of Florida. Venue for any action under this Sublease shall lie in the appropriate state court located in Brevard County, Florida.

Section 19.2 Complete Agreement. If any provision of this Sublease shall be held to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect. This Sublease represents the entire agreement between Sublandlord and Subtenant covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties. No change or addition shall be made to this Sublease except by a written agreement executed by Sublandlord and Subtenant.

Section 19.3 Time of Essence. Time is of the essence in the performance of this Sublease by Sublandlord and Subtenant.

Section 19.4 Quiet Enjoyment. Upon Subtenant's paying Rent and all other charges due hereunder, and observing and performing all terms, covenants, conditions and provisions on its part to be observed and performed, Subtenant may peaceably and quietly enjoy the Subleased Premises.

Section 19.5 Interpretation. The captions or headings to the various articles and sections hereof are inserted only as a matter of convenience and for reference, and in no way define, limit, construe or describe the scope hereof or the intent of any provision hereof. When applicable, use of the singular form of any word shall also mean and apply to the plural, and the neuter form shall mean and apply to the masculine or feminine. Sublandlord and Subtenant hereby acknowledge and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of this Sublease, or any portions hereof, or any amendments hereto. This Sublease shall not be recorded. All Exhibits referenced in this Sublease are attached hereto and incorporated herein by reference.

Section 19.6 Successors and Assigns. Except as herein limited, this Sublease shall be binding upon and inure to the benefit of the parties, and their respective legal representatives, successors and assigns.

Section 19.7 Authority. The parties represent and warrant to each other that: (i) the person executing this Sublease on their behalf has been authorized to execute and deliver this Sublease by the entity for which he or she is signing; and (ii) this Sublease is the valid and binding agreement of such entity, enforceable in accordance with its terms.

Section 19.8 Counterparts; Electronic Signatures. This Sublease may be executed in separate counterparts, each of which when so executed shall be an original, but all of which together shall constitute but one and the same instrument. All prior representations, undertakings, and agreements by or between the parties hereto with respect to the subject matter of this Sublease are merged into, and expressed in, this Sublease, and any and all prior representations, undertakings, and agreements by and between such parties with respect thereto hereby are canceled. Electronic signatures (including PDF signature) on this Sublease and any amendment thereto shall be considered original signatures for all purposes.

Section 19.9 Force Majeure. Notwithstanding anything to the contrary set forth herein, if Sublandlord is delayed in, or prevented from observing or performing any of its obligations hereunder as the result of: (i) an act or omission of Subtenant; or (ii) any other cause that is not within the control of Sublandlord (including, without limitation, inclement weather, the unavailability of materials, equipment, services or labor, and utility or energy shortages or acts or omissions of public utility providers, pandemics, or government mandates); then: (i) such observation or performance shall be excused for the period of the delay; and (ii) any deadlines for observation or performance shall be extended for the same period. Notwithstanding anything to the contrary set forth herein, if Subtenant is delayed in, or prevented from observing or

performing any of its obligations hereunder, with the exception of financial obligations, as the result of: (i) an act or omission of Prime Landlord or Sublandlord; or (ii) any other cause that is not within the control of Subtenant (including, without limitation, inclement weather, the unavailability of materials, equipment, services or labor, and utility or energy shortages or acts or omissions of public utility providers, pandemics, or government mandates); then: (i) such observation or performance shall be excused for the period of the delay; and (ii) any deadlines for observation or performance shall be extended for the same period.

Section 19.10 Signage. The parties acknowledge that Subtenant shall have the right to identifying signage on the Subleased Premises as mutually agreed to by Sublandlord and Subtenant, all subject to applicable governmental laws and requirements. Subtenant shall be responsible for maintaining its signage on the Subleased Premises.

Section 19.11 Attorney's Fees. If there is any legal action or proceeding between Sublandlord and Subtenant arising from or based on this Sublease, the unsuccessful party to such action or proceeding shall pay to the prevailing party, all costs and expenses, including reasonable attorneys' fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in conjunction therewith. For purposes of this Section 19.11, the term "**prevailing party**" shall include, but not be limited to, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, settlement or judgment.

Section 19.12 Security. Subtenant acknowledges that Sublandlord shall not be providing building security under this Sublease. If Subtenant elects to install a security alarm system, Subtenant shall pay for the costs to install, use and maintain such security alarm system in the Subleased Premises. Subtenant shall also be responsible for unlocking and locking its Subleased Premises. Provided Subtenant is not in default under this Sublease, Subtenant shall have access to the Subleased Premises on a 24-hour basis.

Section 19.13 Real Estate Brokers. The parties each represent and warrant to each other that it has not dealt with any real estate broker in connection with this Sublease. Each party agrees to indemnify and hold the other party harmless against and from all liabilities, claims, losses, costs, damages and expenses, including attorneys' fees, arising out of, resulting from, or in connection with the breach of the foregoing covenant, warranty and representation.

Section 19.14 RADON NOTICE. 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 DEPARTMENT.

Section 19.15 Regulatory Matters.

(a) Sublandlord and Subtenant enter into this Sublease with the intent of conducting their relationship and implementing the agreements contained herein in full compliance with applicable federal, state and local law, including without limitation, the Medicare/Medicaid Anti-Kickback statute (the "**Anti-Kickback Law**") and Section 1877 of the Social Security Act (the "**Stark Law**"), as amended. Notwithstanding any unanticipated effect of any of the provisions of this Sublease, neither party will intentionally conduct itself under the terms of this Sublease in a manner that would constitute a violation of the Anti-Kickback Law or the Stark Law. Without limiting the generality of the foregoing, Sublandlord and Subtenant expressly agree that nothing

contained in this Sublease shall require either party to refer any patients to the other, or to any affiliate or subsidiary of the other. No payment is based upon or measured by the value or volume of referrals or other business generated between the parties. The parties hereby agree that the Rent set forth herein is consistent with fair market value rentals in the surrounding area. The Rent has been determined as a result of arm's length negotiations, and has not been determined in any manner that takes into account the volume or value of any referrals or business generated for which payment may be made under Medicare, Medicaid or otherwise.

(b) If any legislation, regulation or government policy is passed or adopted, the effect of which would cause either party to be in violation of any laws, including, without limitation, those set forth in this Section, due to the existence of any provision of this Sublease, or if, regardless of whether any law has changed, it is determined that any provision of this Sublease causes either party to be in violation of any such law, then Sublandlord and Subtenant agree to negotiate in good faith for a period of ninety (90) days to modify the terms of this Sublease to comply with applicable law, maintaining, however, the terms and intent of this Sublease to the greatest extent possible within the requirements of such law. Should the parties hereto fail to agree upon modified terms to this Sublease within this time, then the parties shall submit the matter to be resolved through binding arbitration, with a single arbitrator (the "**Arbitrator**") presiding. The arbitration shall be administered by the American Arbitration Association ("**AAA**") and shall be held in Brevard County, Florida. Such Arbitrator must be "neutral." A "**neutral**" arbitrator shall be a person who would not be subject to disqualification under Rule R 17 of the AAA Commercial Rules. If the parties cannot reach agreement on the selection of a single arbitrator within a twenty (20) day period, the AAA shall have the right to make such selection upon the request of any party to the arbitration proceeding. Such arbitrator shall be a Florida licensed attorney board certified in Health Law. The rules of arbitration shall be the Commercial Arbitration Rules of the AAA, as modified by any other instructions that the parties hereto may agree upon at the time, provided that the discovery rules under the Florida Rules of Civil Procedure shall govern discovery in the arbitration. To the extent legally permissible, the Arbitrator shall provide Sublandlord and Subtenant with language that modifies the terms of this Sublease to comply with applicable law, maintaining, however, the terms and intent of this Sublease to the greatest extent possible within the requirements of such law and Sublandlord and Subtenant shall, within ten (10) business days after receiving such language, enter into an amendment of this Sublease adopting such modification. The decision of the Arbitrator shall be final and binding upon the parties. The cost of the Arbitrator will be split equally between Sublandlord and Subtenant.

(c) Sublandlord acknowledges and agrees that Subtenant's Permitted Use at the Subleased Premises may be subject to various laws and regulations and require various permits or licenses from different governmental authorities, and Sublandlord agrees to reasonably cooperate with Subtenant, at no cost to Sublandlord, in connection with any such compliance.

(d) Sublandlord acknowledges that Subtenant is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 and related regulations ("**HIPAA**"), and that HIPAA requires Subtenant to ensure the safety and confidentiality of patient medical records. Sublandlord further acknowledges that, in order for Subtenant to comply with HIPAA, Subtenant must restrict access to the portions of the Subleased Premises where patient medical records are kept or stored. Sublandlord hereby agrees that, notwithstanding the rights granted to Sublandlord pursuant to Section 9 of **Exhibit D** of this Sublease, except for an emergency entry into the Subleased Premises taken pursuant to Section 9 of **Exhibit D** to this Sublease or when accompanied by an authorized representative of Subtenant, neither Sublandlord nor its employees, agents, representatives or contractors shall be permitted to enter those areas of the Subleased Premises designated by Subtenant as locations where patient medical records are kept or stored.

Section 19.16 Limitation on Special Damages. In no event shall either party be liable to the other party for consequential, punitive or special damages of any kind.

Section 19.17 Memorandum of Sublease. Upon the execution of the Sublease the parties agree to execute a Memorandum of Sublease in the form attached hereto as **Exhibit F** (the "**Memorandum of Sublease**"). The Memorandum of Sublease will be promptly recorded in the Public Records of Brevard County, Florida, and Subtenant agrees to pay the cost or recording the Memorandum of Sublease.

Section 19.18 Compliance with Florida Statutes Section 787.06(13). Subtenant represents and warrants to Sublandlord that Subtenant does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. If requested by Sublandlord, Subtenant agrees to have an officer of Sublandlord sign an affidavit in compliance with such statute.

Section 19.19 OFAC. Subtenant represents and warrants that (a) Subtenant, (b) all persons and entities owning (directly or indirectly) an ownership interest in Subtenant, and (c) all entities owned (directly or indirectly) by Subtenant: (i) are not, and shall not become, persons or entities with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; (ii) are not knowingly engaged in, and shall not engage in, any dealings or transactions or be otherwise associated with such persons or entities described in (i) above; and (iii) are not, and shall not be, otherwise in violation, and shall not engage in dealings reasonably likely to violate, any anti-terrorism law or the regulations or orders thereunder. Subtenant agrees upon Sublandlord's request to reaffirm in writing the representation made by Subtenant in this Section. If Subtenant breaches any representation or covenant set forth in this Section, or (a) Subtenant, (b) any person or entity owning (directly or indirectly) an ownership interest in Subtenant, or (c) any entity in which Subtenant (directly or indirectly) owns an ownership interest, hereafter becomes a Prohibited Person (as defined in any of the foregoing), then in any such event, if such breach is not promptly cured, same shall constitute an Event of Default under this Sublease, entitling Sublandlord to any and all remedies under this Sublease or at law or in equity (including the right to terminate this Sublease).

Sublandlord represents and warrants that (a) Sublandlord, (b) all persons and entities owning (directly or indirectly) an ownership interest in Sublandlord, and (c) all entities owned (directly or indirectly) by Sublandlord: (i) are not, and shall not become, persons or entities with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; (ii) are not knowingly engaged in, and shall not engage in, any dealings or transactions or be otherwise associated with such persons or entities described in (i) above; and (iii) are not, and shall not be, otherwise in violation, and shall not engage in dealings reasonably likely to violate, any anti-terrorism law or the regulations or orders thereunder. Sublandlord agrees upon Subtenant's request to reaffirm in writing the representation made by Sublandlord in this Section. If Sublandlord breaches any representation or covenant set forth in this Section, or (a) Sublandlord, (b) any person or entity owning (directly or indirectly) an ownership interest in Sublandlord, or (c) any entity in which Sublandlord (directly or indirectly) owns an ownership interest, hereafter becomes a Prohibited Person (as defined in any of the foregoing), then in any such event, if such breach is not promptly cured, same shall constitute an

Event of Default under this Sublease, entitling Subtenant to any and all remedies under this Sublease or at law or in equity (including the right to terminate this Sublease).

Section 19.20 Sublandlord Transfer. Upon a transfer of title to the Subleased Premises, the transferor shall be relieved of all covenants and obligations of Sublandlord hereunder arising from and after the date of such transfer, and Subtenant shall look solely to the successor in interest of the transferor as Sublandlord hereunder which arise on and after the date of such transfer. Subtenant agrees to attorn to the transferee or assignee, such attornment to be self-operative.

Section 19.21 Limitation of Liability. In no event shall Sublandlord be liable to Subtenant for any failure of other tenants in the Overall Premises to operate their businesses, or for any loss or damage that may be caused by the acts or omissions of other tenants; provided, however, that the foregoing shall not release Sublandlord from its obligations and/or liabilities under this Sublease.. Notwithstanding anything to the contrary contained herein, neither Sublandlord, nor any member or general or limited partner in or of Sublandlord, whether direct or indirect, nor any direct or indirect partners in such partners, nor any disclosed or undisclosed officers, shareholders, principals, directors, managers, managing members, members, employees, partners, servants, or agents of Sublandlord, or any of the foregoing, nor any investment adviser or other holder of any equity interest in Sublandlord, their successors, assigns, agents, or any mortgagee in possession (collectively, "**Sublandlord Parties**") shall have any personal liability with respect to any provisions of this Sublease and, if Sublandlord is in breach with respect to its obligations, and if as a consequence of such breach Subtenant shall recover a money judgment against Sublandlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Sublandlord in the Subleased Premises and out of rents or other income from such property receivable by Sublandlord, or out of the consideration received by Sublandlord from the sale or other disposition of all or any part of Sublandlord's right, title and interest in the Subleased Premises. In no event shall Sublandlord or any Sublandlord Parties be liable to Subtenant for any lost profit, damage to or loss of business or any form of special, indirect, punitive or consequential damages.

Section 19.22 Permitted Title Exceptions. Subtenant understands and agrees that, notwithstanding anything to the contrary contained in this Sublease, the Subleased Premises are subject to the permitted title exceptions set forth in **Exhibit F** attached hereto and incorporated herein (the "**Permitted Title Exceptions**"). Subtenant agrees to abide by the terms, provisions, covenants, agreements, restrictions, requirements and conditions contained Permitted Title Exceptions.

Section 19.23 No Partnership. Nothing contained herein shall create any relationship between the parties hereto other than that of Sublandlord and Subtenant, and Sublandlord shall not be deemed to be a partner or a joint venturer of Subtenant in the conduct of its business.

Section 19.24 Miscellaneous.

(a) Sublandlord and Subtenant each acknowledge that each has been represented by independent counsel and each has executed this Sublease after being fully advised by said counsel as to its effect and significance.

(b) Although the printed provisions of this Sublease were drafted by Sublandlord and Subtenant, the parties hereto agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of either Sublandlord or Subtenant.

(c) The parties agree that any deletion of language from this Sublease prior to its mutual execution by Sublandlord and Subtenant shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, observe or opposite of the deleted language.

(d) Notwithstanding anything to the contrary contained in this Sublease: (i) all indemnity and defense obligations, obligations to pay money (including, without limitation, Rent), and audit or review rights; and (ii) all provisions of this Sublease which from their sense and context are intended to survive the expiration of the Term or sooner termination of this Sublease shall survive such expiration or sooner termination (including, without limitation, any repossession and/or re-letting of the Subleased Premises) and continue to be binding upon the applicable party, whether or not so expressed.

(e) The recitals to this Sublease are true and correct, and are incorporated herein by this reference.

(f) The exhibits (*i.e.*, exhibits, attachments and schedules) referred to in, and attached to, this Sublease are hereby incorporated in full by reference.

(g) The use of headings, captions and numbers in this Sublease is solely for the convenience of identifying and indexing the various paragraphs and shall in no event be considered in construing or interpreting any provision in this Sublease.

(h) Any reference in this Sublease to a "business day" shall include each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which national banks in Brevard County, Florida are closed.

(i) All references to "dollars" or "$" shall mean United States dollars. All references to the "terms" of this Sublease or a portion thereof shall be deemed to be a reference to the terms, provisions, covenants, agreements, restrictions, requirements and conditions thereof.

(j) Notwithstanding the fact that certain references elsewhere in this Sublease to acts required to be performed by a party hereunder omit to state that such acts shall be performed at such party's sole cost and expense, each and every act to be performed or obligation to be fulfilled by a party pursuant to this Sublease shall be performed or fulfilled at such party's sole cost and expense, unless this Sublease expressly provides otherwise.

Section 19.25 Accord and Satisfaction. Payment by any party, or receipt or acceptance by a receiving party, of any payment due hereunder in an amount less than the amount required to be paid hereunder shall not be deemed an accord and satisfaction, or a waiver by the receiving party of its right to receive and recover the full amount of such payment due hereunder, notwithstanding any statement to the contrary on any check or payment or on any letter accompanying such check or payment. The receiving party may accept such check or payment without prejudice to the receiving party's right to recover the balance of such payment due hereunder or to pursue any other legal or equitable remedy provided in this Sublease.

Section 19.26 No Third-Party Beneficiaries. Nothing in this Sublease is intended or shall be deemed to confer any rights or benefits upon any person or entity other than the parties hereto or to make or render any such other person or entity a third-party beneficiary of this Sublease.

Section 19.27 Prime Landlord's Consent. Sublandlord and Subtenant acknowledge that this Sublease is subject to receipt by the parties hereto of the written approval of and consent by the Prime Landlord to this Sublease substantially in the form attached hereto as **Exhibit G**.

[Signatures follow next.]

IN WITNESS WHEREOF, the parties have executed this Sublease effective as of the Effective Date.

SUBLANDLORD:

NORTH BREVARD COUNTY HOSPITAL DISTRICT, d/b/a PARRISH MEDICAL CENTER, a political subdivision of the State of Florida

By: _____
George Mikitarian, President/CEO

Dated: August 8, 2025

SUBTENANT:

PARRISH RADIATION ONCOLOGY, LLC, a Florida limited liability company

By: _____
Christopher McAlpine, President

Dated: August 8, 2025

EXHIBIT A

LEGAL DESCRIPTION OF THE OVERALL PREMISES

PARCEL 1:

The West 260 feet of the East 280 feet of the Southeast 1/4, lying South of U.S. Highway No. 1 and North of the Plat of E.H. RICES ADDITION TO TITUSVILLE, recorded in Plat Book 1, Page 6, Section 33, Township 21 South, Range 35 East, Brevard County, Florida. LESS AND EXCEPT the South 215 feet.

AND

The South 215 feet of the North 334.58 feet of the West 260 feet of the East 280 feet of the Southeast 1/4 of the Southeast 1/4 of Section 33, Township 21 South, Range 35 East, Brevard County, Florida.

AND

PARCEL 2:

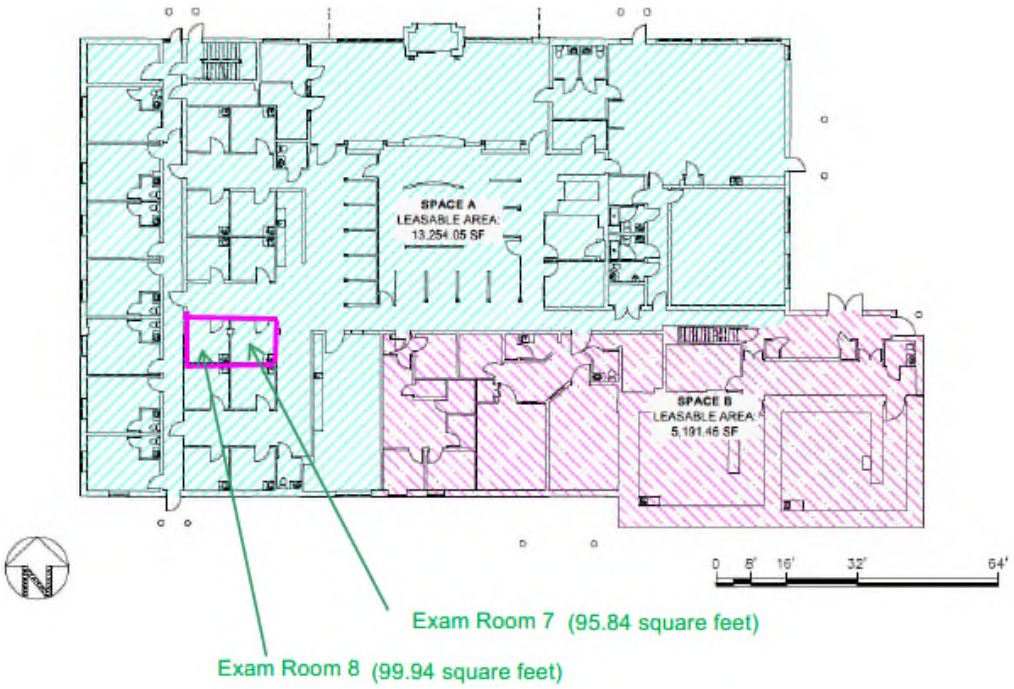
Lots 13 and 14, Block 1, BRYAN-HELLER ESTATES, according to the plat thereof, as recorded in Plat Book 10, Page 89, of the Public Records of Brevard County, Florida.

EXHIBIT B

DIAGRAM OF THE SUBLEASED PREMISES

490 N. Washington Avenue, Titusville, Florida 32797, portions of first and second floors containing approximately 5,767.07 square feet of space, as shown as "**Space B**" below, plus Exam Room 7 and Exam Room 8, which contain approximately 195.78 square feet of space, for a total square feet of **5,962.85** of space:

First Floor:



Second Floor:

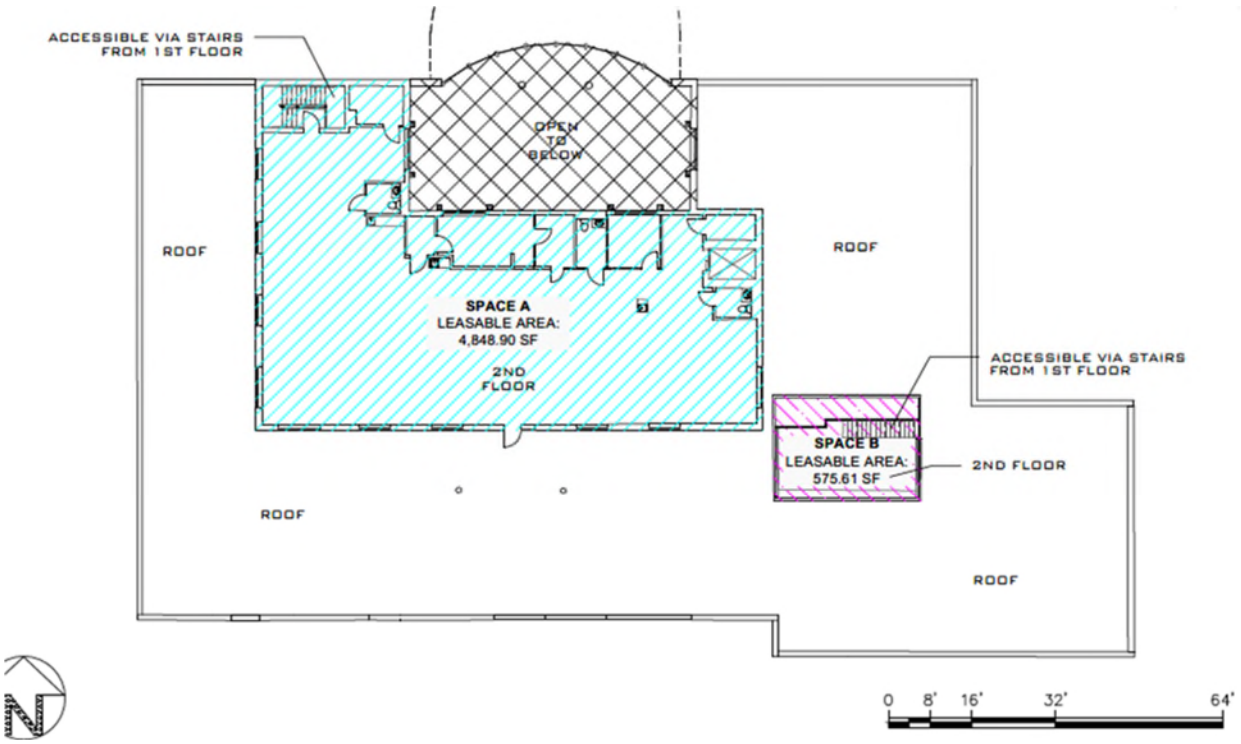
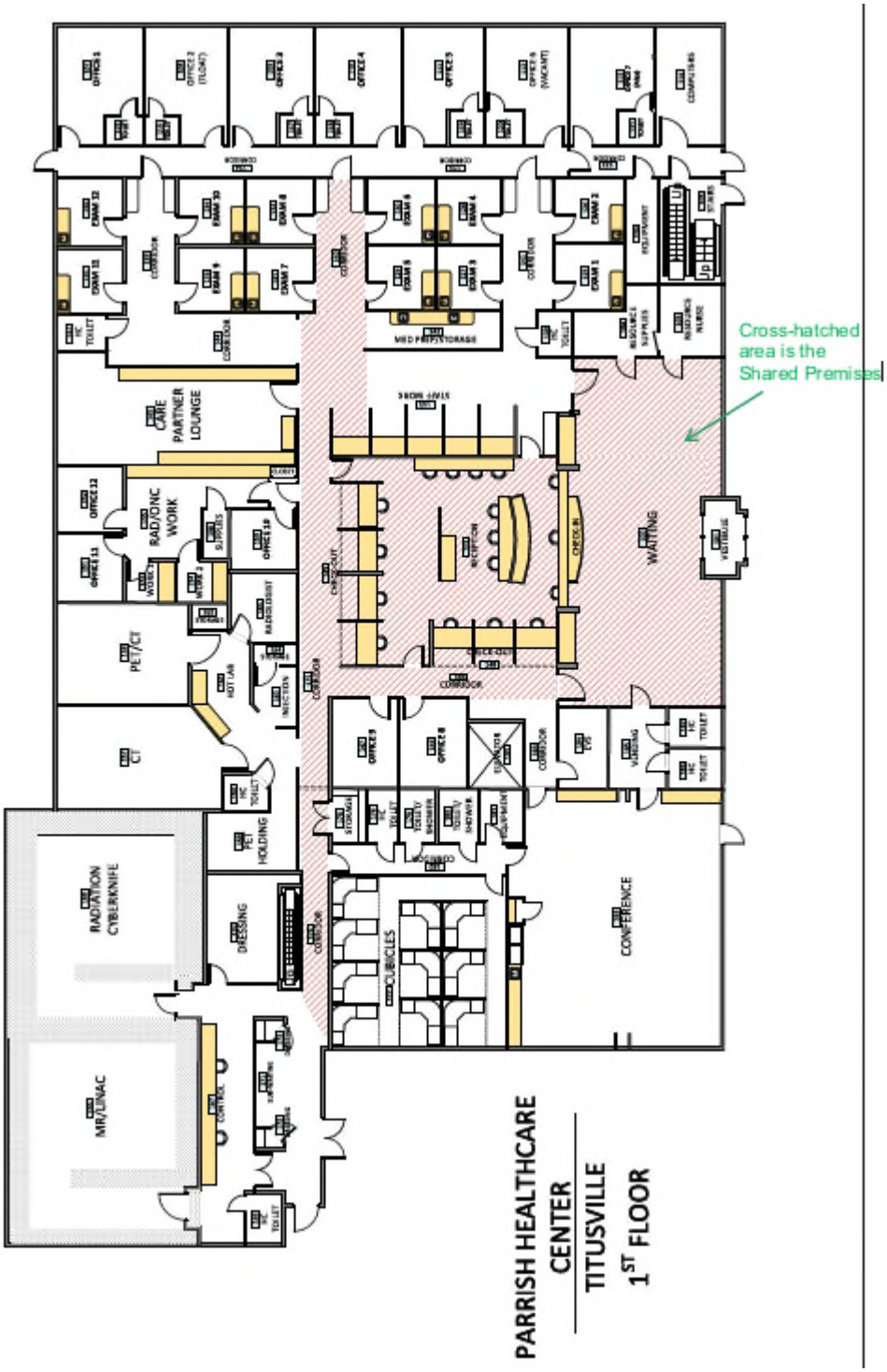


EXHIBIT B-1

DIAGRAM OF THE SHARED PREMISES



Calculation of Square Footage of Shared Premises

Room #	Name	Square Footage
100	Waiting	1,228.94
102	Reception	732.25
140	Corridor	164.00
148	Corridor	129.50
149	Corridor	224.00
175	Corridor	401.31
174	Corridor	198.11
188	Corridor	175.50
Total		**3,253.61**

Calculation of Common Area Factor and Additional Rentable Square Feet

Step 1:
Calculate the Total Useable Square Footage of Space by using the following formula:

Total RSF of the Building minus the square footage of shared space

So:

23,870.02 – 3,253.61 = 20,616.41

Step 2:
Calculate the Common Area Factor for the Building by using the following formula:

Total Rentable Square feet in the Building divided by the total number of Useable Square Feet

So,

23,870.02 divided by 20,616.41 = 1.1578

Step 3:

Calculate the Rentable Square Feet of the Subleased Premises using the following formula:

Total Useable Square Feet x Common Area Factor

So,

5,962.85 x 1.1578 = 6,903.79

Step 4:

Calculate the net gain in Rentable Square Feet in the Subleased Premises by adding in the Common Area Factor square footage:

So,

6,903.79 minus 5,962.85 = **940.94 net gain in Rentable Square Feet**

EXHIBIT C

RENT SCHEDULE

NOTE: The Rent Schedule below is based on a Rent Commencement Date of December 1, 2025. If the actual Rent Commencement Date varies from such date then the Rent Schedule will need to be adjusted accordingly. Provided, however, the end of the Term of the Sublease can be no longer than the end of the Term of the Prime Lease, which is August 31, 2045, subject to renewal options.

Lease Period		Rentable Square Feet	Annual Base Rent Rate	Annual Base Rent Rate Increase	Annual Base Rent	Monthly Base Rent Installment
From:	To:					
12/1/2025	11/30/2026	6,903.79	$65.79		$454,200.36	$37,850.03
12/1/2026	11/30/2027	6,903.79	$67.76	3.00%	$467,800.80	$38,983.40
12/1/2027	11/30/2028	6,903.79	$69.79	3.00%	$481,815.48	$40,151.29
12/1/2028	11/30/2029	6,903.79	$71.88	3.00%	$496,244.40	$41,353.70
12/1/2029	11/30/2030	6,903.79	$74.04	3.00%	$511,156.56	$42,596.38
12/1/2030	11/30/2031	6,903.79	$76.26	3.00%	$526,483.08	$43,873.59
12/1/2031	11/30/2032	6,903.79	$78.55	3.00%	$542,292.72	$45,191.06
12/1/2032	11/30/2033	6,903.79	$80.91	3.00%	$558,585.60	$46,548.80
12/1/2033	11/30/2034	6,903.79	$83.34	3.00%	$575,361.84	$47,946.82
12/1/2034	11/30/2035	6,903.79	$85.84	3.00%	$592,621.32	$49,385.11
12/1/2035	11/30/2036	6,903.79	$88.42	3.00%	$610,433.16	$50,869.43
12/1/2036	11/30/2037	6,903.79	$91.07	3.00%	$628,728.12	$52,394.01
12/1/2037	11/30/2038	6,903.79	$93.80	3.00%	$647,575.56	$53,964.63
12/1/2038	11/30/2039	6,903.79	$96.61	3.00%	$666,975.12	$55,581.26
12/1/2039	11/30/2040	6,903.79	$99.51	3.00%	$686,996.16	$57,249.68
12/1/2040	11/30/2041	6,903.79	$102.50	3.00%	$707,638.44	$58,969.87
12/1/2041	11/30/2042	6,903.79	$105.58	3.00%	$728,902.20	$60,741.85
12/1/2042	11/30/2043	6,903.79	$108.75	3.00%	$750,787.20	$62,565.60
12/1/2043	11/30/2044	6,903.79	$112.01	3.00%	$773,293.56	$64,441.13
12/1/2044	8/31/2045	6,903.79	$115.37	3.00%	$597,367.71	$66,374.19
Total					$12,005,259.39	

EXHIBIT D

RULES AND REGULATIONS

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors, or halls, shall not be obstructed or encumbered by any Subtenant or used for any purpose other than ingress and egress to and from the Subleased Premises.

2. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the Subtenant who, or whose servants, employees, agents, visitors or licensees, shall have caused the same.

3. No bicycle or other vehicle, and no dog or other animal (except ADA permitted service animals) shall be allowed in offices, halls, corridors, or elsewhere in the Building.

4. Subtenant shall not cause or permit unusual or objectionable odor to be produced upon or permeate from the Subleased Premises. Subtenant shall not disturb any occupants of this or neighboring buildings or premises by the use of any musical instruments, radio, television, loudspeaker, or by any disturbing noise in violation of code requirements.

5. All loading, unloading, receiving or delivery of goods, supplies or disposal of garbage or refuse shall be made only through entry ways provided for such purposes and indicated by Sublandlord.

6. Subtenant shall be responsible for any damage to the Building or the property of its tenants or others and injuries sustained by any person whomsoever resulting from the use or moving of articles in or out of the Subleased Premises, and shall make all repairs and improvements required by Sublandlord or governmental authorities in connection with the use or moving of such articles.

7. Canvassing, soliciting, and peddling in the Building is prohibited and each Subtenant shall cooperate to prevent the same.

8. Where the word “Subtenant” occurs, it is understood and agreed that it shall mean Subtenant’s associates, agents, clerks, employees and visitors. Wherever the word “Sublandlord” occurs, it is understood that it shall mean Sublandlord’s assigns, agents, clerks, employees, and visitors.

9. Sublandlord and Prime Landlord shall have the right, upon 48 hours’ notice except in the event of an emergency, when no notice will be required, to enter upon the Subleased Premises during normal business hours for the purpose of inspecting the same, showing the same to prospective purchasers, appraisers, lenders, or tenants, and making such alterations, repairs, improvements, or additions to the Subleased Premises as Sublandlord or Prime Landlord may reasonably deem necessary. All such activities of Sublandlord and Prime Landlord shall be without abatement of Rent or liability to Subtenant, except as otherwise provided in the Sublease.

10. Subtenant shall not permit any person in its employ or otherwise to smoke or use tobacco, marijuana or other similar products in the Building or Common Areas at any time.

EXHIBIT E

FORM OF MEMORANDUM OF SUBLEASE

This instrument prepared by and
return to:
Paul S. Quinn, Jr., Esq.
GrayRobinson, P.A.
301 E. Pine Street, Suite 1400
Orlando, FL 32801

MEMORANDUM OF SUBLEASE

THIS MEMORANDUM OF SUBLEASE (this "**Memorandum**") is made this 8th day of August, 2025 by and between **NORTH BREVARD COUNTY HOSPITAL DISTRICT, d/b/a PARRISH MEDICAL CENTER**, a political subdivision of the State of Florida ("**Sublandlord**"), whose address is: Attention: President, 951 Washington Ave., Titusville, Florida 32796, and **PARRISH RADIATION ONCOLOGY, LLC**, a Florida limited liability company, whose address is 490 N. Washington Avenue, Titusville, Florida 32797 ("**Subtenant**").

RECITALS:

Whereas, Sublandlord and Subtenant entered into that certain Sublease dated August 8, 2025 (the "**Sublease**"). As of the Commencement Date, the Subleased Premises under the Sublease include approximately **6,903.79 rentable square feet** of the Building located at 490 N. Washington Avenue, Titusville, Florida 32797 and certain common areas (the "**Subleased Premises**"), all located on the property more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "**Overall Premises**").

Whereas, Sublandlord has agreed to Sublease the Subleased Premises to Subtenant on the terms and conditions of the Sublease described herein, and the parties hereby desire to place third parties on notice of certain provisions of the Sublease as set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The above Recitals are true and correct and are incorporated herein by reference.

2. Sublease. Sublandlord and Subtenant have entered into the Sublease for the Subleased Premises.

3. Terms. The parties desire to record this Memorandum. All terms with capitalized initials used in this Memorandum and not otherwise defined shall have the meaning ascribed to them in the Sublease.

4. Notice address of Sublandlord. The name and address of the Sublandlord is:

North Brevard County Hospital District, d/b/a Parrish Medical Center
Attention: President
951 Washington Ave.

Titusville, Florida 32796

With a copy to:

GrayRobinson, P.A.
Attention: William A. Boyles, Esq.
301 E. Pine Street, Suite 1400
Orlando, Florida 32801
(b)

5. Notice address of Subtenant. The name and address of the Subtenant is:

Parrish Radiation Oncology, LLC
Attention: Manager
490 N. Washington Avenue
Titusville, Florida 32797

6. Subleased Premises being Leased. Sublandlord is leasing to Subtenant, and Subtenant is leasing from Sublandlord the Subleased Premises.

7. Effective Date. The Effective Date of the Sublease is August 8, 2025.

8. Commencement Date. The commencement date of the Sublease is August 8, 2025 (the "**Commencement Date**").

9. Rent Commencement Date. The "**Rent Commencement Date**" shall be the earlier of (a) December 1, 2025, or (b) the date the Tenant's business on the Subleased Premises opens to the public to see patients.

10. Term. The Term of the Sublease begins on the Commencement Date and ends on August 31, 2045.

11. No Construction Liens. The Sublease provides in Section 7.1:

> Liens. Subtenant shall keep the Subleased Premises free from any liens, including but not limited to construction liens. If any lien is filed against the Sublandlord's interest in the Subleased Premises for work claimed to have been done for or material claimed to have been furnished to Subtenant, Subtenant shall cause such lien to be discharged or bonded over of record within thirty (30) days after Subtenant received notice of its filing. Further, Subtenant shall not encumber its leasehold interest in the Subleased Premises and/or this Sublease without the prior written consent of Sublandlord.
>
> The interest of Sublandlord in the Subleased Premises will not be subject in any way to any liens, including any lien rights under Chapter 713, Florida Statutes, for improvements to or other work performed to the Subleased Premises by or on behalf of Subtenant. Subtenant has no power or authority to create any lien or permit any lien to attach to the present estate, reversion, or other interest of the Sublandlord in the Subleased Premises. All mechanics, materialmen, contractors, laborers, artisans, suppliers, and other parties contracting with Subtenant, its representatives or contractors with respect to the Subleased Premises are hereby given notice that they must look solely to the Subtenant to secure payment for any labor, services or materials furnished or to be furnished to Subtenant, or to

anyone holding any of the Subleased Premises through or under Subtenant during the term of this Sublease. The foregoing provisions are made with express reference to Section 713.10, Florida Statutes. Subtenant shall notify every contractor making improvements to the Subleased Premises that the interest of the Sublandlord in the Subleased Premises shall not be subject to liens for improvements to or other work performed with respect to the Subleased Premises by or on behalf of Subtenant. Nothing contained in this Sublease shall authorize Subtenant to do any act which may create or be the foundation for any lien, mortgage or other encumbrance upon the reservation or other estate of Sublandlord, or of any interest of Sublandlord in the Subleased Premises or any improvements thereof; it is agreed that should Subtenant cause any alterations, changes, additions, improvements or repairs to be made in the Subleased Premises, or cause materials to be furnished or labor to be performed therein, neither Sublandlord nor the Subleased Premises shall, under any circumstances, be liable for the payment of any expenses incurred or for the value of any work done or material furnished to the Subleased Premises or any part thereof. All such alterations, changes, additions, improvements, repairs, materials and labor shall be at Subtenant's expense and Subtenant shall be solely and wholly responsible to contractors, laborers and material men furnishing labor and materials to the Subleased Premises, or any part thereof. To the extent required by Florida Statutes Chapter 713, with the understanding that certain governmental property may not be subject to Chapter 713, and prior to commencement of any work on the Subleased Premises for which a Notice of Commencement is required pursuant to Chapter 713, Florida Statutes (or its successor), Subtenant shall record such a notice in the Public Records of the County, identifying Subtenant as the party for whom such work is being performed, summarizing and memorializing the terms of this Article, and requiring the service of copies of all notices, liens or claims of lien upon Sublandlord; and Subtenant shall simultaneously therewith transmit a copy of said notice to Sublandlord. In addition to the foregoing, Sublandlord shall have the right (but not the obligation) to record a notice in the Public Records of the County in accordance with Section 713.10, Florida Statutes (or its successor).

12. Effect of Memorandum. The purpose of this Memorandum is to give notice of the Sublease and of the rights created thereby, all of which are hereby confirmed. This Memorandum does not set forth the entire Sublease but is only intended to give notice thereof. The provisions set forth in the written Sublease are hereby incorporated by reference into this Memorandum. Nothing contained herein shall be deemed to in any way to amend, modify or supersede the terms of the Sublease, which terms remain in full force and effect. In the event of any conflict between the terms of the Sublease and this Memorandum, the terms of the Sublease shall prevail.

13. Governing Law. The Sublease shall be governed by and construed in accordance with the laws of Florida.

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

[Signature Pages Follow]

IN WITNESS WHEREOF, Sublandlord and Subtenant have duly executed this Memorandum as of the date first set forth above.

SUBLANDLORD:

NORTH BREVARD COUNTY HOSPITAL DISTRICT, d/b/a PARRISH MEDICAL CENTER, a political subdivision of the State of Florida

By: _____
George Mikitarian, President/CEO

STATE OF FLORIDA)
COUNTY OF BREVARD)

On this ___ day of August, 2025, before me by means of (check one box) [X] physical presence or [ ] online notarization the undersigned Notary Public, personally appeared George Mikitarian, the President/CEO of North Brevard County Hospital District, d/b/a Parrish Medical Center, a political subdivision of the State of Florida, who is ☐ personally known to me or ☐ provided _____ as identification, and proved to me on the basis of satisfactory evidence, to be the person whose names is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

_____
Signature of Notary Public

_____
Printed name of Notary

Place Notary Seal and/or Stamp Above

Commission Number: _____
My Commission Expires _____

[SIGNATURE PAGE TO MEMORANDUM OF LEASE]

SUBTENANT:

PARRISH RADIATION ONCOLOGY, LLC, a Florida limited liability company

By: _____
Christopher McAlpine, President

STATE OF FLORIDA)
)
COUNTY OF BREVARD)

On this ___ day of August, 2025, before me by means of (check one box) [X] physical presence or [ ] online notarization the undersigned Notary Public, personally appeared ___Christopher McAlpine___, the President of PARRISH RADIATION ONCOLOGY, LLC, , who is ☐ personally known to me or ☐ provided _____ as identification, and proved to me on the basis of satisfactory evidence, to be the person whose names is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

_____
Signature of Notary Public

_____
Printed name of Notary

Place Notary Seal and/or Stamp Above

Commission Number: _____
My Commission Expires _____

[SIGNATURE PAGE TO MEMORANDUM OF LEASE]

EXHIBIT "A"

LEGAL DESCRIPTION OF THE OVERALL PREMISES

PARCEL 1:

The West 260 feet of the East 280 feet of the Southeast 1/4, lying South of U.S. Highway No. 1 and North of the Plat of E.H. RICES ADDITION TO TITUSVILLE, recorded in Plat Book 1, Page 6, Section 33, Township 21 South, Range 35 East, Brevard County, Florida. LESS AND EXCEPT the South 215 feet.

AND

The South 215 feet of the North 334.58 feet of the West 260 feet of the East 280 feet of the Southeast 1/4 of the Southeast 1/4 of Section 33, Township 21 South, Range 35 East, Brevard County, Florida.

AND

PARCEL 2:

Lots 13 and 14, Block 1, BRYAN-HELLER ESTATES, according to the plat thereof, as recorded in Plat Book 10, Page 89, of the Public Records of Brevard County, Florida.

EXHIBIT F

PERMITTED TITLE EXCEPTIONS

1. Reservation of Road Right of Way in favor of the State of Florida by and through the Trustees of the Internal Improvement Trust Fund as set forth in the Deed recorded September 15, 1943, in Deed Book 262, Page 104, Public Records of Brevard County, Florida.

2. Easement in favor of Florida Power & Light Company recorded November 13, 2007, in Official Records Book 5825, Page 368, Public Records of Brevard County, Florida.

3. Easement for utility installation and maintenance as set forth and reserved in Deed Book 382, Page 65, Public Records of Brevard County, Florida.

4. Matters as shown on that certain ALTA/NSPS Land Title Survey dated September 19, 2024, fieldwork completed on August 23, 2024, prepared by John R. Campbell of John R. Campbell Surveying LLC as Project No. 2024-206 as follows:

<u>As to Parcel 1 only:</u>

(a) Entry pad encroachment along the Northerly boundary of subject property (as to Parcel 1);

(b) asphalt driveway crossing the property line on the north and east boundaries of the Property;

(c) one 18-inch underground reinforced concrete pipe crosses the property line on the southern boundary;

(d) Two FP&L utility boxes encroaching out of the FP&L easement and into the property;

(e) Dumpster pad, two block walls, and two ballards encroaching into FP&L easement;

(f) The following utility and service installations without the benefit of a recorded easement: retention pond, 6 drain inlets, 6’ PVC drain, MES pipe grate and storm inlet wier & skimmer; and

(g) Phone riser, phone service, electrical utility box, back flow meters, sanitary sewer manhole, water valves, force main, fire hydrant and fire direct connect without the benefit of a recorded easement.

<u>As to Parcel 2 only:</u>

(a) Fence located 0.8 feet north of corner at northwestern corner of the property and 1.0 feet north of corner at southwestern corner of the property (ownership of fence unknown);

(b) concrete apron and parking lot crosses property line bordering N. Deleon Avenue; and

(c) Fence and parking lot within 5’ utility easement recorded in Deed Book 382, Page 65.

EXHIBIT G

FORM OF CONSENT OF LANDLORD

CONSENT TO SUBLEASE

THIS CONSENT TO SUBLEASE (the "**Consent**") is made and entered into as of this ____ day of _____, 2025, by and among **SAMSARA PROPERTY, LLC**, a Florida limited liability company ("**Landlord**"); **NORTH BREVARD COUNTY HOSPITAL DISTRICT, d/b/a PARRISH MEDICAL CENTER**, a political subdivision of the State of Florida ("**Tenant**"); and **PARRISH RADIATION ONCOLOGY, LLC**, a Florida limited liability company ("**Subtenant**").

RECITALS:

A. Landlord and Tenant entered into that certain Lease Agreement dated _____, 2025 (the "**Prime Lease**"), pertaining to the premises more particularly described therein (the "**Overall Premises**").

B. Tenant and Subtenant have entered into, or agreed to enter into, that certain Sublease in the form attached hereto as **Exhibit A** and made a part hereof (the "**Sublease**"), providing for the subletting of a portion of the Overall Premises from Tenant to Subtenant, consisting of approximately 5,767.07 total rentable square feet (the "**Subleased Premises**"), located on a portion of the first and second floors of the building located at 490 N. Washington Avenue, Titusville, Florida 32797 (the "**Building**").

C. Landlord has agreed to consent to such subletting, but only upon the terms and conditions outlined hereinbelow.

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

1. Recitals. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein as fully as if set forth herein verbatim.

2. Consent to Sublease. Landlord hereby consents to the subletting by Tenant to Subtenant of the Subleased Premises, but only on the following terms and conditions:

(a) With respect to any event or condition requiring Tenant's consent under the Sublease or Landlord's consent under the Prime Lease, Subtenant shall be obligated to obtain Landlord's prior, written consent to such event or condition as provided by the Prime Lease.

(b) Subtenant shall not be permitted to assign the Sublease or further sublease the Subleased Premises except as provided in the Sublease.

(c) The Sublease shall be subject and subordinate at all times in all respects to all of the covenants, agreements, terms, provisions and conditions of the Prime Lease and of this Consent. Subtenant hereby agrees to comply with all of the provisions of the Prime Lease. Neither Subtenant nor Tenant shall do or permit anything to be done in connection with the Sublease or Subtenant's occupancy of the Subleased Premises which will violate the Prime Lease or this Consent.

(d) No alteration, addition or physical change will be made in or to the Subleased Premises, or any part thereof, without Landlord's prior written consent in each instance, as provided by the Prime Lease.

(e) Any insurance required to be provided by the "Tenant" under the Prime Lease must be likewise provided by Subtenant in accordance with the provisions of the Prime Lease pertaining to insurance.

(f) The Subleased Premises shall not be used for any use or purpose not permitted by the Prime Lease.

(g) The term of the Sublease shall not extend beyond the expiration of the term of the Prime Lease.

(h) Tenant shall not be released in any manner from any of its obligations under the Prime Lease.

(i) Any options provided to Tenant in the Prime Lease shall not be extended to or exercised by Subtenant.

(j) Addresses for notice to Tenant and Subtenant in accordance with the Prime Lease are as follows:

As to Tenant:
North Brevard County Hospital District,
d/b/a Parrish Medical Center
Attention: President
951 Washington Ave.
Titusville, Florida 32796

With a copy to:

GrayRobinson, P.A.
Attention: William A. Boyles, Esq.
301 E. Pine Street, Suite 1400
Orlando, Florida 32801

As to Subtenant:
Parrish Radiation Oncology, LLC
Attention: Manager
490 N. Washington Avenue
Titusville, Florida 32797

Any notice required to be given under the Sublease by Tenant or Subtenant must be copied to Prime Landlord at the following address:

As to Prime Landlord: Samsara Property, LLC
Attention: Phillip Pidgeon
455 ALT 19 South
Palm Harbor, Florida 34683

For property maintenance and repair matters:

E-mail: _____
Emergency phone contact numbers:
_____

(k) Landlord shall have the right, if Tenant defaults under its obligations to Landlord, to collect all rents directly from Subtenant and apply the net amount collected to rent owed, but no action by Landlord to collect rent owed from Subtenant shall be deemed a release by Tenant of its obligation under the Prime Lease, nor shall it create a contractual relationship between Subtenant and Landlord, or give Subtenant any greater estate or right to the Subleased Premises other than provided by the Sublease. In the event that the Sublease is assigned by Tenant to Landlord, Subtenant shall attorn to Landlord as the "Sublandlord" under the Sublease.

(l) In the event of any conflict between the terms of this Consent and the terms of the Sublease, the terms of this Consent shall control. This Consent shall be interpreted and enforced in accordance with the laws of the State of Florida, notwithstanding any conflicts of laws principles to the contrary. This Consent may be executed in any number of separate counterparts by the parties hereto, each of which, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument. Any signature page from any such counterpart may be attached to any other counterpart to complete a fully executed counterpart of this Consent. Signatures to this Consent transmitted in a commonly accepted electronic format that reproduces an image of the actual executed signature page shall be deemed a binding original and shall have the same legal effect, validity, and enforceability as a manually executed counterpart of the document.

[SIGNATURE BLOCKS ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Consent as of the day and year first above written.

LANDLORD:

SAMSARA PROPERTY LLC,
a Florida limited liability company

By: _____
Phillip Pidgeon, Manager

Date: _____, 2025

TENANT:

NORTH BREVARD COUNTY HOSPITAL DISTRICT, d/b/a Parrish Medical Center

By: _____
George Mikitarian, President/CEO

Date: _____, 2025

SUBTENANT:

PARRISH RADIATION ONCOLOGY, LLC,
a Florida limited liability company

By: _____
Christopher McAlpine, President

Date: _____, 2025

EXHIBIT "A"

SUBLEASE

EXHIBIT "C"

[ATTACH LATEST DRAFT OF LEASE AGREEMENT]

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease**"), is made and entered into as of the 8th day of August, 2025 (the "**Effective Date**") *[insert date of Closing of sale transaction]*, by and between **SAMSARA PROPERTY, LLC**, a Florida limited liability company ("**Landlord**"), and **NORTH BREVARD COUNTY HOSPITAL DISTRICT, d/b/a PARRISH MEDICAL CENTER**, a political subdivision of the State of Florida ("**Tenant**").

ARTICLE I. DEFINITIONS

Section 1.1. Basic Lease Provisions and Definitions. The following basic provisions of this Lease ("**Basic Lease Provisions**") constitute an integral part of this Lease and are set forth in this Section 1.1 for the convenience of the parties. Each reference in this Lease to a Basic Lease Provision shall be construed to incorporate all of the terms provided for under such provisions.

(a) Building: That certain two-story building currently known as the Health First Oncology Center, with an address of 490 N. Washington Avenue, Titusville, Florida 32797, and consisting of approximately 23,870.02 rentable square feet (the "**Building**"). The Building will be known as the Parrish Oncology Center.

(b) Premises: The entire Building consisting of approximately 23,870.02 rentable square feet of space in the Building, plus adjacent common areas and the vacant lot, all as legally described on **Exhibit A** attached hereto and incorporated herein (the "**Premises**"). The Premises includes the property which has a street address of 490 N. Washington Avenue, Titusville, Florida 32797 and a vacant lot located on N. DeLeon Avenue (with no assigned physical address). A survey of the Premises is attached hereto as **Exhibit A-1**. A floor plan of the Building is attached hereto as **Exhibit A-2**.

(c) Term: The Term shall begin on the Commencement Date and shall end on the Expiration Date (the "**Term**").

(d) Commencement Date: August 8, 2025 (the "**Commencement Date**").

(e) Expiration Date: The date which is 20 Lease Years (defined in Section 1(h) below) after the Commencement Date, subject to extension as set forth in Section 3.2 below (the "**Expiration Date**").

(f) Landlord's Address for Notices:

Samsara Property, LLC
Attention: Phillip Pidgeon
455 ALT 19 South
Palm Harbor, Florida 34683

For property maintenance and repair matters (with a copy to Landlord):
Kim Dorman
Lightle Beckner Robison, Inc
70 W. Hibiscus Blvd
Melbourne, FL 32901
Direct phone: 321.236.6532
Kim@TeamLBR.com

Emergency phone contact numbers: _____

With a copy to:

Milgrim Law Group
Attn: Edward Milgrim, Esq.
3216 Corrine Drive
Orlando, FL 32803

(g) Tenant's Address for Notices:

North Brevard County Hospital District, d/b/a Parrish Medical Center
Attention: President
951 Washington Ave.
Titusville, Florida 32796

With a copy to:

GrayRobinson, P.A.
Attention: William A. Boyles, Esq.
301 E. Pine Street, Suite 1400
Orlando, Florida 32801

(h) Lease Year: A "**Lease Year**" shall mean each period of twelve (12) consecutive full months beginning on September 1st of each year and ending on August 31st of each year.

(i) Base Rent: Base Rent shall be payable in accordance with Section 5 of this Lease, and as more particularly set forth in the Rent Schedule attached as **Exhibit B** and incorporated herein.

(j) Security Deposit: None.

ARTICLE II. PREMISES

Section 2.1. Demise of Premises. Landlord, in consideration of the Rent (as hereinafter defined), to be paid and the covenants to be performed by Tenant, does hereby lease to Tenant, and Tenant does hereby take from Landlord, the Premises, subject to the terms and conditions of this Lease.

Section 2.2. Delivery of Possession. Tenant shall, as of the Commencement Date, be deemed to have (i) inspected the Premises and determined that the Premises are in the condition required under this Lease, and (ii) accepted the Premises in its then as-is condition. Except as otherwise provided herein, Landlord shall not be required to perform any work or make any improvements or alterations to the Premises in preparation of or in conjunction with Tenant's occupancy of the Premises or otherwise. Except as otherwise provided herein, Landlord makes no representation or warranty of any kind, express or implied, with respect to the Premises (including, without limitation, existing improvements therein and thereto), including without limitation, Landlord makes no representation or warranty as to the habitability or fitness of the Premises (including, without limitation, existing improvements therein and thereto) for any particular purpose.

ARTICLE III. TERM

Section 3.1. Term. This Lease is effective and enforceable as of the Effective Date. The Term shall commence on the Commencement Date and, unless sooner terminated as hereinafter provided, shall end on the Expiration Date.

Section 3.2. Option to Extend. Provided Tenant is not in default of this Lease on the date set for exercise beyond any applicable notice and cure period, Tenant shall have the option to extend the Term for two (2) consecutive periods of five (5) additional Lease Years each (each a "**Renewal Term**"). Tenant shall exercise a Renewal Term by giving written notice to Landlord at least twelve (12) months prior to the Expiration Date. If said notice of the exercise of either option is not so given, both options shall automatically expire. The Renewal Term shall be upon the same terms and conditions contained in this Lease, except that Base Rent during each Renewal Term shall be as set forth in this Section and Tenant shall have no further right to extend the Expiration Date or the Term following the expiration of the last Renewal Term without the written agreement of both Landlord and Tenant. Base Rent during a Renewal Term shall be determined as follows:

The Base Rent to be paid by Tenant to Landlord during the first Lease Year of a Renewal Term shall be 103% of the Base Rent payable in the last Lease Year of the preceding Term. The Base Rent in each succeeding Lease Year of such Renewal Term shall be an amount equal to 103% of the Base Rent payable for the immediately preceding Lease Year.

As used herein, references to the "**Term**" shall mean and include the original Term as the same may be extended by the Renewal Term(s) if timely exercised by Tenant as set forth herein. As used herein, references to the "**Expiration Date**" shall mean and include the original Expiration Date as the same may be extended by the Renewal Term(s) if timely exercised by Tenant as set forth herein.

ARTICLE IV. USE

Section 4.1. Permitted Use. Tenant may use and occupy the Premises for medical office use and related ancillary uses (including, without limitation, office uses) as may be permitted by applicable law, but otherwise for no other use without the consent of Landlord, which consent shall not be unreasonably conditioned, withheld or delayed**.**

Section 4.2. Compliance with Law. Tenant shall not use the Premises for any unlawful purpose or act; shall not commit or permit any waste or damage to the Premises; shall comply with and obey all laws, regulations, or orders of any governmental authority or agency, including, without limitation, the requirements of laws relating to hazardous materials and the Americans with Disabilities Act; shall not do or permit anything to be done in or about the Premises which will in any way unreasonably obstruct or interfere with the rights of other tenants or occupants of the Building (if there are multiple tenants/occupants), or unreasonably injure or annoy them.

Section 4.3. Rules and Regulations. Tenant agrees to comply with and observe all reasonable and customary rules and regulations that may be established by Landlord from time to time which are of uniform applicability to all tenants of the Building (if there are multiple tenants) and of which Tenant shall have received prior written notice. Tenant's failure to keep and observe the rules and regulations shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants. A copy of the current rules and regulations are attached hereto as **Exhibit C.**

Section 4.4. Exclusive Use. From and after the Effective Date, during the Term, provided Tenant is not in default beyond any applicable notice and cure period, Landlord shall not lease, or permit the leasing of, any space within the Building (other than the Premises) and any other property owned or leased by Landlord or its principals or its affiliates within ten (10) miles of the Premises, for the offering of medical oncology, radiation oncology and an infusion center (and attendant ancillary services that are required in order to support each of these services) ("**Tenant's Exclusive Use**"). Tenant's Exclusive Use shall terminate anytime Tenant ceases to operate the Premises for Tenant's Exclusive Use for a period in excess of one year except if the Tenant is not able to operate due to destruction of the Premises, force majeure, or eminent domain.

In the event Tenant's Exclusive Use is violated, then Tenant shall provide written notice to Landlord, who shall then have a twenty (20) day period to cure such violation. If the violation is not cured by Landlord within such cure period, then Base Rent payable hereunder shall abate during the period of such violation. In the event the violation of Tenant's Exclusive Use continues for six (6) months, then Tenant shall have the right, within one (1) year from the date on which such violation commenced (unless the violation has been cured), to terminate this Lease upon thirty (30) days written notice to Landlord in which event all further obligations under the Lease shall terminate on the date which is thirty (30) days after the date of Tenant's termination notice, in which event all further obligations under this Lease shall terminate on the date specified in Tenant's notice, Landlord and Tenant shall be released from any and all liability thereafter accruing hereunder (other than those that survive the termination of this Lease), and any Rent paid in advance by Tenant shall be refunded to Tenant within thirty (30) days after termination of this Lease.

Section 4.5. Hazardous Materials; Medical Waste. Tenant shall not cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous or flammable substances or materials on the Premises. Tenant shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into the Premises any such materials or substances except to use in the ordinary course of Tenant's business. In all events, Tenant shall indemnify, defend and hold harmless Landlord (its members, managers, officers, directors, agents, employees and contractors) in the manner elsewhere provided in this Lease against any liability resulting from any release of hazardous or flammable substances or materials on the Premises during the Term of this Lease caused by Tenant or persons acting under Tenant. Tenant, at its sole cost and expense shall register as a medical waste generating facility with the State of Florida to the extent required by applicable law and shall prepare a written medical waste management plan to the extent required by applicable law which description, shall include, but not be limited to, the location of all medical waste to be stored on the Premises, if any. The plan, and any revisions, modifications and amendments and updates thereto, shall be provided to Landlord as they are provided to the governmental and/or regulatory agencies mentioned above. All medical waste produced or stored on the Premises may not be incinerated or otherwise disposed of on the Premises or Building and must be disposed of in accordance with applicable law and shall be: (a) packaged to protect the waste from being released; (b) segregated by category; (c) not be compacted or mixed with other waste; and (d) stored accordingly, all, to the extent required by applicable law. Tenant shall arrange for the disposal of medical waste, at its own expense. Tenant, and its professional staff, and not Landlord, are responsible for the management, handling and transportation of all medical waste from the Premises to the point of disposal. Tenant agrees to indemnify, defend and hold Landlord harmless from any and all liability which may be incurred as a result of Tenant's breach of the provisions of this Section.

Landlord will have the right, but not the obligation, without in any way limiting Landlord's other rights and remedies under this Lease, to enter upon the Premises, or to take such actions as it deems necessary or advisable, to investigate, clean up, remove or remediate any hazardous material or contamination by hazardous material present on, in, at, under or emanating from the Premises in violation of Tenant's obligations under this Lease or under any applicable laws or that Tenant is liable under this Lease to clean up, remove or remediate. Landlord will have the right, at its election, in its own name or as Tenant's agent, to negotiate, defend, approve and appeal, at Tenant's expense, any action taken or order issued by any governmental agency or authority against Tenant, Landlord or the Premises relating to any hazardous material or under any related law or the occurrence of any event or existence of any condition that would cause a breach of any of the covenants set forth in this Section 4.5.

This Section 4.5 shall survive the expiration or earlier termination of this Lease.

ARTICLE V. RENT

Section 5.1. Rent. Commencing on the Commencement Date and thereafter during the Term, Tenant shall pay to Landlord Base Rent as set forth in Section 1.1 and Additional Rent as set forth in Section 5.2 (collectively, the "**Rent**"), in equal monthly installments in advance on the first (1st) day of each calendar month of the Term via Electronic Transfer to Landlord's Bank in lawful United States currency without notice, demand, deduction, set-off, counterclaim or recoupment. Rent shall be considered late if received after the 5th business day of the month. In the event the Term commences on a day other than the first (1st) day of any calendar month, Tenant shall pay the pro-rata share of Rent due for the unexpired time in such month in addition to the Rent for the full month following such part of a month.

Section 5.2. Additional Rent. Commencing on the Commencement Date, Tenant shall pay to Landlord, as additional rent (the "**Additional Rent**"), all other sums, charges, and payments required to be paid by Tenant to Landlord under this Lease, whether or not the same are designated as Additional Rent.

Section 5.3. Operating Expenses.

Commencing on the Commencement Date, Tenant agrees to pay to Landlord as Additional Rent for each calendar year during the Term Tenant's Proportionate Share of the costs, charges and expenses described herein which are paid or incurred by Landlord during the Term for Real Estate Taxes and Operating Expenses for the Building (collectively, the "**Total Expenses**"). For purposes of this Section, "**Tenant's Proportionate Share**" shall be equal to a fraction, the numerator of which is the total rentable square footage of the Premises, as set forth in the Basic Lease Provisions and the denominator of which is the total rentable square footage of the Building, which may be expressed as a percentage. For purposes of this Lease, Landlord and Tenant agree that Tenant's Proportionate Share as of the Commencement Date is one hundred percent (**100%**). Landlord shall be entitled to estimate the total amount of Total Expenses to be paid by Tenant during each calendar year of the Term, whereupon commencing on the Commencement Date, Tenant shall pay to Landlord each month, at the same time each installment of Base Rent is due, an amount equal to one-twelfth (1/12) of the estimated Total Expenses for such calendar year.

On or before March 31st of each calendar year during the Term, Landlord shall deliver Tenant a statement (the "**Reconciliation Statement**") showing the actual amount of such Total Expenses for the prior calendar year (or portion thereof for the first and last years of the Term) and a reconciliation of the amounts paid by Tenant during the prior calendar year (or portion thereof for the first and last years of the Term) and the difference between the amount paid by Tenant and

Tenant's Proportionate Share of the actual Total Expenses. For a period of sixty (60) days after receipt of such Reconciliation Statement, Tenant and Tenant's agents shall have the right to inspect in person Landlord's books and records showing the Total Expenses. In the event that the Reconciliation Statement shows a deficiency (i.e. Tenant's estimated payments were less than Tenant's Proportionate Share of actual Total Expenses), Tenant shall pay the amount of any such deficiency to Landlord within sixty (60) days after receipt of the Reconciliation Statement. In the event of an overpayment by Tenant (i.e. Tenant's estimated payments exceeded Tenant's Proportionate Share of actual Total Expenses), Tenant shall receive a credit for the amount of any such overpayment against the next payment of Additional Rent due from Tenant, or in the event of the last year of Term, a cash payment for the amount of the credit.

(a) "**Operating Expenses**" shall mean all costs and expenses paid or incurred by Landlord in owning, operating, protecting, insuring, repairing, replacing and maintaining the Building (including the structural elements of the Building, including the roof) and Common Areas (as defined herein) in good order, condition and repair, including, but not limited to: management fees not in excess of 3% of the gross annual Base Rent for the Building. In the event the initial Landlord engages a management company to carry out Landlord's duties hereunder, such management company shall be a third-party company unrelated to the initial Landlord, the initial Landlord's affiliates and the initial Landlord's owners, members, managers or partners and shall be headquartered in one of the following Florida counties: Brevard, Volusia, Orange and Osceola (the **"Permitted Counties**"). So long as the initial Landlord (or its affiliated entities) own the Premises, Tenant shall have the right to require that Landlord bid out management services and to retain a new management company reasonably acceptable to Landlord and Tenant. Tenant may not exercise such right more frequently than every five (5) Lease Years. In order to exercise such right, Tenant must notify Landlord no later than ninety (90) days prior to the fifth (5^{th}), tenth (10^{th}), fifteenth(15^{th}), twentieth (20^{th}), or twenty-fifth (25^{th}) anniversary of the Commencement Date (as appropriate). If Landlord is not the initial Landlord (or an entity which is controlled by the initial members of the initial Landlord) the aforesaid right of Tenant to require that Landlord bid out management services and retain a new management company shall automatically terminate with no further action required of either Landlord or Tenant.

(b) Operating Expenses shall include the following items (the "**Landlord Responsible Items**") which Landlord agrees to maintain, repair, and replace (as provided below) in a first-class manner:

Landlord Pays for and Contracts For:
Structural items such as foundation of the building, footings, and load bearing walls, repair, maintenance and replacement
Exterior doors and locks, windows and window panes, replacement
Building structure, such as plaster repairs, brick repairs and replacement and repainting
Roof repair, maintenance and replacement
Gutter repair, maintenance and replacement
Parking lot and driveways repair and replacement; parking lot signage, such as Do Not Enter signs or stop signs repair and replacement
HVAC replacement, including ductwork
Water heater replacement
Elevator replacement
Generator replacement
Repair, replacement and maintenance of plumbing lines which connect from the water and sewer mains to the interior of the building
Replacement of all electrical panels, transformers, circuit breakers, exterior lighting fixtures
Replacement of exterior signage, for example if signage is destroyed in a hurricane

Repairs and replacement of exterior fencing
Fire alarm system; fire suppression system and fire sprinkler system replacement
Irrigation system replacement
Stormwater management drainage system – repair, maintenance and replacement. Keeping drainage ditches cleaned out at least semi-annually and as needed.

There shall be excluded from Operating Expenses the following:

(i) Costs incurred in connection with any major change in the Building, such as adding or deleting floors;

(ii) costs of alterations or improvements of Tenant's Premises or the other tenants' premises, if any;

(iii) depreciation interest and principal payments on mortgages, and other debt costs, if any;

(iv) costs of correcting defects in or inadequacy of the initial design or construction of the Building;

(v) expenses directly resulting from the gross negligence of the Landlord, its agents, servants or employees;

(vi) legal fees, space planner's fees, real estate broker's leasing commissions, and advertising expenses incurred in connection with the original development or original leasing of the Building or future leasing of the Building;

(vii) costs for which Landlord is reimbursed by insurance, its carrier, or any tenant's carrier;

(viii) any bad debt loss, rent loss, or reserves for bad debts or rent loss;

(ix) the expenses of extraordinary services provided to other tenants in the Building;

(x) costs associated with the operation of the business of the entity which constitutes Landlord as the same are distinguished from the costs of operation of the Building, including limited liability company or partnership accounting and legal matters, costs of defending any lawsuits with any mortgagee (except as the actions of Tenant may be at issue), costs of selling, syndicating, financing, mortgaging or hypothecating any of Landlord's interest in the Building, costs of any disputes between Landlord and its employees (if any) not engaged in Building operation, disputes of Landlord with Building management, or outside fees paid in connection with disputes with other tenants;

(xi) the wages of any employee who does not devote substantially all of his or her time to the Building or are not allocated accordingly;

(xii) fines, penalties, and interest (except to the extent caused by the actions or inactions of Tenant);

(xiii) amounts paid as ground rental by Landlord, if applicable;

(xiv) any damage or loss resulting from any casualty insured against by owners of similar class medical office buildings in Titusville, Florida, except to the extent of customary deductibles;

(xv) reserves for capital improvements or other Operating Expenses.

It is understood and agreed that capital items (those items having a useful life in excess of one year) ("**Capital Items**") will not be included in their entirety the year such costs are incurred, but will be amortized in accordance with generally accepted accounting principles ("**GAAP**") at the time such capital costs are incurred consistently applied over the useful life of the item so capitalized and on a straight-line basis. If capital items which are customarily purchased by landlords of similar class medical office buildings in Titusville, Florida are leased by Landlord, rather than purchased, the decision by Landlord to lease the item in question shall not serve to increase the Tenant's proportionate share of Operating Expenses beyond that which would have applied had item in question been purchased. To the extent Landlord elects to replace Capital Items and/or services with replacements that are considered an upgrade or enhancement over the items being replaced, then to the extent the replacement or service is an upgrade or enhancement, such additional cost component for the upgrade or enhancement shall be excluded from Operating Expenses and the reimbursement for Capital Items; provided, however, the Landlord shall not be obligated to choose an upgraded or enhanced Capital Item or service, unless such Capital Item or service is required by applicable laws, codes or regulations and/or because a replacement item of the same quality as the initial item is not reasonably available.

The Landlord and Tenant further agree that in any one Lease Year Tenant shall not pay in excess of $40,000.00 for Capital Items, and to the extent such costs for Capital Items in such Lease Year exceed $40,000.00, Landlord shall bear such excess costs without passing such costs along to Tenant at any time, including in any future Lease Year.

Initial Landlord and Tenant agree that initial Landlord and Tenant shall meet on a periodic basis and at least one time every calendar year to discuss Operating Expenses and contractor selection for third party vendors who service the Premises for Landlord's maintenance, repair and replacement obligations hereunder. During the time the initial Landlord owns the Premises, initial Landlord agrees to use contractors and subcontractors recommended by Tenant and located within the Permitted Counties so long as they are reasonably acceptable to initial Landlord and timely recommended by Tenant. If Landlord is not the initial Landlord (or an entity which is controlled by the initial members of the initial Landlord) the aforesaid rights of Tenant and obligations of Landlord set forth in this paragraph shall automatically terminate with no further action of either Landlord or Tenant.

(c) "**Real Estate Taxes**" shall be all taxes and existing and future assessments, general and special, and governmental charges of any kind or nature whatsoever, which may be levied or assessed by any lawful authority during or for each Lease Year of the Term of this Lease against the land and improvements comprising the Building, including without limitation, all (i) ad valorem real property taxes and assessments (including installments of special assessments required to be paid during the calendar year); (ii) other taxes, other charges and impositions imposed by the State of Florida or any subdivision thereof which: (A) are in replacement of or in addition to all or any part of ad valorem taxes as sources of revenue, and (B) are based in whole or in part upon the land and Building of which the Premises are a part or any interest therein or the ownership thereof, or the rents, profits or other income therefrom, including, without limitation, income, single business, franchise, excise, license, privilege, sales, use, and occupancy taxes; and (iii) taxes and/or assessments of any kind or nature upon, against or with respect to the rentals and other charges payable by tenants in the Building to Landlord derived from the Building or with respect to Landlord's, or the individuals' or entities' which form Landlord herein, ownership

of the land or Building. Real Estate Taxes shall not include Landlord's personal income tax or any portion thereof and so long as Tenant timely pays Tenant' Proportionate Share of Real Estate Taxes, any additional charges or penalties incurred by Landlord due to the late payment of Real Estate Taxes.

(d) Cap. During the first Lease Year, Tenant's Proportionate Share of Operating Expenses and Tenant's Proportionate Share of Real Estate Taxes payable by Tenant is estimated to be $_____ [?]per square foot of the Premises. Beginning in the second Lease Year, and in each Lease Year thereafter, Tenant's Proportionate Share of Controllable Expenses (as defined herein) shall not increase by more than three percent (3%) on a cumulative basis. For clarity, Tenant's Proportionate Share of Controllable Expenses in the second Lease Year cannot exceed 103% of the annualized Tenant's Proportionate Share of Controllable Expenses for the first Lease Year and Tenant's Proportionate Share of Controllable Expenses in the third Lease Year cannot exceed 106% of Tenant's Proportionate Share of Controllable Expenses for the second Lease Year As used herein, (i) "**Controllable Expenses**" shall mean all Operating Expenses other than Non-Controllable Expenses, and (ii) "**Non-Controllable Expenses**" shall mean Landlord's costs for Real Estate Taxes, utilities, insurance costs, security costs (if any), routine maintenance, and Capital Items. There shall be no cap on Non-Controllable Expenses or Tenant's obligation to pay Tenant's Proportionate Share of Non-Controllable Expenses.

Section 5.4. Late Fees. Any payment of Rent not paid when due shall incur a late charge for reimbursement of Landlord's anticipated out-of-pocket expenses due to such failure of two and one-half percent (2.5%) of the amount of such payment ("**Late Charge**"). The provisions of this Section shall not be construed to extend the date for payment of any sums required to be paid by Tenant under this Lease or to relieve Tenant of its obligation to pay all such sums at the time or times herein stipulated, and neither the demand for, nor collection by, Landlord of late charges pursuant to this Section shall be construed as a cure of any default in payment by Tenant. It is agreed that the Late Charge is a fair and reasonable charge under the circumstances and shall not be construed as interest on a debt payment. Any amount due from Tenant to Landlord under this Lease which is not paid when due (including, without limitation, amounts due as reimbursement to Landlord for cost incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure to so perform) shall bear interest at rate of eight percent (8%) per annum from the date when due until the date paid ("**Default Interest**"). In the event any charge imposed hereunder or under any other Section of this Lease is either stated to be or construed as interest, then no such interest charge shall be calculated at a rate that is higher than the maximum rate which is allowed under the usury laws of Florida, which maximum rate of interest shall be substituted for the rate in excess thereof, if any, computed pursuant to this Lease.

Section 5.5. Tax on Rent. In the event that Tenant is not exempt from the payment of tax, Tenant shall be liable, at its sole cost and expense, for, and Landlord shall have no liability in respect of, any sales, use or similar tax with respect to any and all Rent. In the event that Tenant is not exempt from the payment of tax, Tenant shall pay to Landlord, as Additional Rent, all sales, use or similar tax that is due and payable with respect to any and all Rent together with the payment of such Rent. Without limiting the generality of the foregoing, with each payment of Rent, Tenant shall pay to Landlord an additional amount equal to the applicable Florida sales tax due on such payments.

Section 5.6. No Set-Off. All agreements, covenants and activities to be performed by Tenant hereunder shall be at Tenant's expense and without any abatement of Rent except as otherwise provided herein. Except as otherwise provided herein, Tenant shall not be entitled to any set-off, offset or abatement of any Rent due Landlord hereunder.

ARTICLE VI. UTILITIES, ALTERATIONS AND REPAIRS

Section 6.1. Utilities. Tenant will place in its own name and promptly pay directly to the provider all charges for electricity, water, gas, telephone and internet service, sewer service, and any other utilities furnished to the Premises.

Section 6.2. Alterations. Except as otherwise provided herein, Tenant shall not make or permit any alterations, additions or improvements in or to the Premises (whether or not the same may be structural in nature) unless and until Landlord has approved the plans therefor in writing, which approval shall not be unreasonably withheld or denied. Tenant shall ensure that all alterations, additions and improvements shall be made in accordance with all applicable laws, regulations and building codes, in a good and workmanlike manner and of quality equal to or better than the original construction of the Building. All alterations, additions or improvements made by either party hereto to the Premises, except for Tenant's furniture, trade fixtures, and specialty equipment, shall be the property of Landlord and shall remain upon and be surrendered with the Premises at the expiration or earlier termination of the Term hereof; provided, however, so long as Landlord has notified Tenant in writing at the time the alterations or improvements are approved, Landlord may require Tenant to remove any additions made by Tenant to the Premises and to repair any damage caused by such removal. Tenant shall only use contractors licensed in the State of Florida and shall require any party performing work on or at the Premises to obtain builder's risk insurance and contractor's protective liability in the amount of $2,000,000.00 and deliver evidence of the same to Landlord prior to commencement of such work. No person shall be entitled to any lien derived through or under Tenant for any labor or material furnished to the Premises, and nothing in this Lease shall be construed to constitute Landlord's consent to the creation of any lien. Notwithstanding the foregoing, Landlord's consent shall not be required for any alterations to the Premises which are of a non-structural nature and do not affect other portions of the Building for which Landlord is responsible, provided that the cost of performing such non-structural alteration shall not exceed $50,000.00 per project**.**

Section 6.3. Landlord Repairs, Maintenance and Replacements. Landlord shall promptly, at its own expense but with the costs set forth in Section 5.3 being part of Operating Expenses, keep the Landlord Responsible Items, in good repair and, if necessary or required, make modifications or replacements thereof; provided, however, Tenant shall be responsible for all such repairs or replacements arising from its acts, neglect or default.

Section 6.4. Tenant Repairs, Maintenance and Replacements. From and after the Commencement Date, Tenant shall at all times at Tenant's sole cost and expense, keep the Premises (including all personal property therein, whether or not provided by Landlord), in good condition and repair, ordinary wear and tear and casualty excepted, except to the extent that Landlord is required to do so pursuant to Section 6.3 or as otherwise provided in this Lease. In addition, and not limitation of the foregoing, Tenant shall also make such repairs and replacements to the Premises and the Building due to the negligence or actions of Tenant, its agents, employees, invitees, licensees and contractors. If Tenant refuses or neglects to commence and to complete any repairs promptly and adequately, Landlord may, but shall not be required to do so, make and complete said repairs and Tenant shall pay the cost thereof promptly upon demand. Tenant shall also be responsible, at its sole cost, for janitorial services for the Premises. Tenant shall be responsible for, at its own expense, the following items:

Tenant Pays For Directly and Contracts For:
Interior maintenance, repair and replacement of walls, flooring, interior ceilings and ceiling panels, drywall, cabinetry; interior stairwells

Repair, maintenance and repair of all clinical equipment, furniture and all personal property owned by Tenant
Vending machines (if any)
All utilities, including exterior lighting
All water and sewer charges
All telecommunications and equipment, including internet services, including cabling
HVAC repairs and HVAC maintenance; filter replacement
Water heater repairs
Elevator service contract; elevator repair and maintenance
Generator repairs and maintenance
Repair, replacement and maintenance of all interior plumbing fixtures
Repair, replacement and maintenance of all interior lighting, light bulbs and electrical fixtures
Repair and maintenance of all electrical panels, transformers, circuit breaker, exterior lighting fixtures
All janitorial – interior and exterior
Disposal of medical waste
Disposal of regular waste
All pest control – interior and exterior
Repair and maintenance of exterior signage
Security alarm and security system maintenance, repair and replacement; any secured locking systems for doors or entryways;
Exterior doors and locks, windows and window panes, repair and maintenance
Gate repair, replacement and maintenance
Fire extinguishers maintenance and replacement
Fire alarm system; fire suppression system and fire sprinkler system repair and maintenance
Lawn maintenance, including shrub and grass fertilization; tree trimming and replacement of trees, grass and shrubs as needed
Irrigation system repair and maintenance
Window cleaning – interior and exterior
All other items of repair, maintenance and replacement associated with the Premises except for those items which are the exclusive responsibility of the Landlord as set forth in this Lease.

Section 6.5. Use of Common Area and Parking Areas. The "**Common Area**" shall comprise all public spaces located on the exterior of the Building, including sidewalks, interior drives, parking areas, and green space areas. Landlord hereby grants to Tenant and its subtenants and their respective agents, contractors, employees, invitees and visitors, the exclusive right to use the Common Area. Landlord shall provide for the exclusive use of Tenant herein and other tenants of the Building, and their agents, employees and invitees, the parking areas shown on the survey attached as **Exhibit A-1**.

Section 6.6. Maintenance Contracts/Maintenance Plan. Tenant shall, throughout the Term, obtain, maintain and pay for an HVAC maintenance contract for regular (but no less than quarterly) service and maintenance and shall provide Landlord with a copy of said agreement. Tenant shall also, throughout the Term, obtain, maintain and pay for elevator, generator, fire alarm and sprinkler (fire suppression) system maintenance contracts for regular service and maintenance and shall provide Landlord with a copy of said agreements. All maintenance contracts shall also call for the performance of maintenance that will ensure compliance with any manufacturers' recommended maintenance programs and with the requirements necessary to keep any warranty (if applicable) valid. All such maintenance contracts shall not exceed the Term of this Lease. Notwithstanding anything to the contrary herein, the HVAC maintenance contract

services can be provided by Tenant so long as Tenant has in-house employees who are qualified to perform routine inspection and maintenance of HVAC systems, and in such case, the maintenance contract will be referred to as a "maintenance plan."

ARTICLE VII. LIENS AND ENCUMBRANCES

Section 7.1. Liens. Tenant shall keep the Premises free from any liens, including but not limited to construction liens. If any lien is filed against the Landlord's interest in the Premises for work claimed to have been done for or material claimed to have been furnished to Tenant, Tenant shall cause such lien to be discharged or bonded over of record within thirty (30) days after Tenant received notice of its filing. Further, Tenant shall not encumber its leasehold interest in the Premises and/or this Lease without the prior written consent of Landlord.

The interest of Landlord in the Premises will not be subject in any way to any liens, including any lien rights under Chapter 713, Florida Statutes, for improvements to or other work performed to the Premises by or on behalf of Tenant. Tenant has no power or authority to create any lien or permit any lien to attach to the present estate, reversion, or other interest of the Landlord in the Premises. All mechanics, materialmen, contractors, laborers, artisans, suppliers, and other parties contracting with Tenant, its representatives or contractors with respect to the Premises are hereby given notice that they must look solely to the Tenant to secure payment for any labor, services or materials furnished or to be furnished to Tenant, or to anyone holding any of the Premises through or under Tenant during the term of this Lease. The foregoing provisions are made with express reference to Section 713.10, Florida Statutes. Tenant shall notify every contractor making improvements to the Premises that the interest of the Landlord in the Premises shall not be subject to liens for improvements to or other work performed with respect to the Premises by or on behalf of Tenant. Nothing contained in this Lease shall authorize Tenant to do any act which may create or be the foundation for any lien, mortgage or other encumbrance upon the reservation or other estate of Landlord, or of any interest of Landlord in the Premises or any improvements thereof; it is agreed that should Tenant cause any alterations, changes, additions, improvements or repairs to be made in the Premises, or cause materials to be furnished or labor to be performed therein, neither Landlord nor the Premises shall, under any circumstances, be liable for the payment of any expenses incurred or for the value of any work done or material furnished to the Premises or any part thereof. All such alterations, changes, additions, improvements, repairs, materials and labor shall be at Tenant's expense and Tenant shall be solely and wholly responsible to contractors, laborers and material men furnishing labor and materials to the Premises, or any part thereof. To the extent required by Florida Statutes Chapter 713, with the understanding that certain governmental property may not be subject to Chapter 713, and prior to commencement of any work on the Premises for which a Notice of Commencement is required pursuant to Chapter 713, Florida Statutes (or its successor), Tenant shall record such a notice in the Public Records of the County, identifying Tenant as the party for whom such work is being performed, summarizing and memorializing the terms of this Article, and requiring the service of copies of all notices, liens or claims of lien upon Landlord; and Tenant shall simultaneously therewith transmit a copy of said notice to Landlord. In addition to the foregoing, Landlord shall have the right (but not the obligation) to record a notice in the Public Records of the County in accordance with Section 713.10, Florida Statutes (or its successor).

Section 7.2. Lien on Tenant's Personal Property. Landlord hereby waives any and all rights that it may now or hereafter have to any lien and/or security interest in any personal property of Tenant, including, without limitation, goods, inventory, equipment, fixtures, and all other tangible and intangible personal property owned by Tenant and all insurance proceeds of or relating to any of the foregoing, and all proceeds therefrom, including, without limitation, Landlord's statutory landlord's lien.

ARTICLE VIII. ASSIGNMENT AND SUBLETTING

Section 8.1. Assignment and Subletting Generally. Except as expressly permitted pursuant to Section 8.3 below, Tenant agrees not to assign, mortgage, encumber or in any manner transfer, in whole or in part, this Lease or any estate or interest therein, and not to sublet the Premises or any part or parts thereof or allow anyone to come in with, through or under it without Landlord's consent, which consent shall not be unreasonably withheld, conditioned or denied. Any transfer, assignment or subletting in violation of this Section shall be void and shall represent a default under this Lease. Consent by Landlord to one or more assignments of this Lease or to one or more subletting of the Premises shall not operate to exhaust/extinguish Landlord's rights under this Article VIII. In the event that Tenant, with or without the previous consent of Landlord, does assign or in any manner transfer this Lease or any estate or interest therein, Tenant shall in no way be released from any of its obligations under this Lease. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof.

Section 8.2. Notice. If at any time or from time to time during the Term, as the same may be extended, Tenant desires to sublet all or any part of the Premises or to assign this Lease, Tenant shall give written notice to Landlord setting forth the proposed subtenant or assignee, the terms of the proposed subletting and the space so proposed to be sublet or the terms of the proposed assignment, as the case may be, and such other information as may be reasonably requested by Landlord. Within ten (10) days after receipt of Tenant's written request for such assignment or sublet, Landlord shall notify Tenant of its approval or disapproval of the same.

Section 8.3. Permitted Transfers. Tenant shall have the right, without Landlord's consent but upon prior written notice to Landlord, to assign the Lease or sublet or license all or part of the Premises (i) to any successor of Tenant resulting from a merger or consolidation of Tenant, (ii) to any bona-fide purchaser of all or substantially all of Tenant's assets, (iii) to any entity controlling, controlled by or under common control with Tenant, (iv) Tenant's affiliated entity, North Brevard Medical Support, Inc., a Florida not for profit corporation ("**NBMS**"), or any affiliate of NBMS, and (v) to any physician or medical specialist (the "**Permitted Transfer(s)**"). The sale, issuance, or transfer of any voting capital stock of Tenant (if Tenant is a non-public corporation) or membership interests in Tenant (if Tenant is a limited liability company), which results in a change in the control of Tenant ("**Change of Control**"), shall be deemed to be a Permitted Transfer so long as (a) the transaction involves all or substantially all of Tenant's business and assets, and (b) the net worth of the entity or entities liable for the performance of Tenant's obligations after the transaction is not less than the net worth of Tenant prior to the transaction.

ARTICLE IX. NON-LIABILITY, INDEMNIFICATION, AND INSURANCE

Section 9.1. Release. All of Tenant's trade fixtures, specialty equipment, merchandise, inventory and all other personal property in or about the Premises, the Building or the Common Areas, which is deemed to include the trade fixtures, merchandise, inventory and personal property of others located in or about the Premises or Common Areas at the invitation, direction or acquiescence (express or implied) of Tenant (all of which property shall be referred to herein, collectively, as "**Tenant's Property**"), shall be at all times during the Term at Tenant's sole risk. Landlord shall not be liable to Tenant or to any other person for, and Tenant hereby releases Landlord from (a) any and all liability for theft or damage to Tenant's Property, and (b) any and all liability for any injury to Tenant or its employees, agents, contractors, guests and invitees in or about the Premises, the Building or the Common Areas, except to the extent caused by the gross negligence or willful misconduct of Landlord, its agents, employees or contractors. Nothing contained in this Section 9.1 shall limit (or be deemed to limit) the waivers contained in Section 9.6 below. In the event of any conflict between the provisions of Section 9.6 below and this

Section 9.1, the provisions of Section 9.6 shall prevail. This Section 9.1 shall survive the expiration or earlier termination of this Lease.

Section 9.2. Indemnification by Tenant. To the fullest extent permitted under Florida law and subject to the last sentence of this paragraph, Tenant shall protect, defend, indemnify and hold Landlord, its members, managers, officers, directors, agents, employees and contractors harmless from and against any and all claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including reasonable attorneys' fees and expenses at the trial and appellate levels) to the extent (a) arising out of or relating to any act, omission, negligence or willful misconduct of Tenant and/or its subtenants and/or their respective agents, employees, contractors, customers or invitees ("**Tenant Parties**") in or about the Premises, the Building and/or the Common Areas, (b) arising out of or relating to any of Tenant's Property, or (c) arising out of any other act or occurrence within the Premises, in all such cases except to the extent caused by the gross negligence or willful misconduct of Landlord, its agents, employees or contractors. Nothing contained in this Section 9.2 shall limit (or be deemed to limit) the waivers contained in Section 9.6 below. In the event of any conflict between the provisions of Section 9.6 below and this Section 9.2, the provisions of Section 9.6 shall prevail. This Section 9.2 shall survive the expiration or earlier termination of this Lease. Notwithstanding the foregoing, nothing in this indemnification clause or elsewhere in this Lease is intended, nor shall it be construed or interpreted, to alter or waive the entitlement of Tenant to the protection of sovereign immunity, or to extend or modify Tenant's liability beyond the limits established by Florida law generally, and, more specifically, Article X, Section 13 of the Florida Constitution, and Section 768.28 Florida Statutes (2025) as from time to time amended and any successor.

Section 9.3. Tenant's Insurance.

(a) During the Term (and any period of early entry or occupancy or holding over by Tenant, if applicable), Tenant shall maintain the following types of insurance, in the amounts specified below:

(i) Liability Insurance. Commercial General Liability Insurance (which insurance shall not exclude blanket, contractual liability, broad form property damage, personal injury, or fire damage coverage) covering the Premises and Tenant's use thereof against claims for bodily injury or death and property damage, which insurance shall provide coverage on an occurrence basis with a per occurrence limit of not less than $2,000,000 for each policy year, which limits may be satisfied by any combination of primary and excess or umbrella per occurrence policies.

(ii) Property Insurance. Special Form Insurance with named storm coverage (which insurance shall not exclude flood) in the amount of the full replacement cost of Tenant's Property (including alterations or additions performed by Tenant pursuant hereto, but excluding those improvements, if any, made by Landlord), which insurance shall include an agreed amount endorsement waiving coinsurance limitations.

(iii) Workers' Compensation Insurance. Tenant shall provide and keep in full force and effect workers' compensation insurance, in a form and with coverage limits not less than as prescribed by the laws of the State of Florida, and employers' liability insurance in an amount equal to the greater of Two Million Dollars ($2,000,000.00) or the minimum amount required by law.

(iv) Builder's Risk Insurance. Tenant shall, prior to the commencement of and during any construction work on the Premises made by Tenant or its agents, and as often as Tenant may construct, replace, reconstruct, restore or make a substantial alteration to,

any improvement thereon, provide and keep in full force and effect builders' risk insurance in accordance with the requirements of this section for the full replacement cost of such work.

(b) All insurance required by Tenant hereunder shall (i) be issued by one or more insurance companies reasonably acceptable to Landlord, and (ii) provide that said insurance shall not be materially changed, canceled or permitted to lapse on less than thirty (30) days' prior written notice to Landlord. In addition, Tenant's insurance shall protect Tenant and Landlord as their interests may appear, naming Landlord and any mortgagee requested by Landlord in writing, as additional insureds under its liability policies and the liability policies of all contractors. Upon Tenant's receipt of a written request from Landlord, Tenant shall provide Landlord with copies of all insurance policies, including all endorsements, evidencing the coverages required hereunder. In the event that Tenant fails to provide evidence of insurance required to be provided by Tenant in this Lease within ten (10) business days following Landlord's request thereof, and thirty (30) days prior to the expiration of any such coverage, Landlord, in addition to its other rights and remedies, shall be authorized (but not required) to procure such coverage in the amount stated with all costs thereof to be chargeable to Tenant and payable upon written invoice thereof. The limit of insurance required by this Lease, or as carried by Tenant, shall not limit the liability of Tenant or relieve Tenant of any obligation thereunder, except to the extent provided for under the waiver of subrogation set forth in Section 9.6 hereof. Any deductibles selected by Tenant shall be the sole responsibility of Tenant.

(c) Tenant shall not do anything in or about the Premises which will in any way tend to increase the insurance rates or invalidate any insurance policy on the Premises and/or the Building. If Tenant installs any electrical equipment that overloads the lines in the Premises, Tenant shall at its own expense make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction. Tenant shall pay as Additional Rent, upon demand of Landlord, any such increased premium cost due to Tenant's use or occupancy of the Premises. All property kept, stored or maintained within the Premises by Tenant shall be at Tenant's sole risk.

(d) All insurance coverages required by Tenant under this Lease may be provided by self-insurance or through Tenant's captive insurance company, provided the same is sufficient to enable payment of any losses, damages and claims which are Tenant's responsibility under this Lease (including, without limitation, to the fullest extent permitted by law, those under Section 9.2 above without waiving Tenant's rights to sovereign immunity as provided in Section 768.28, Florida Statutes). On the Commencement Date and thereafter during the Term as reasonably requested by Landlord, Tenant shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance. Failure by Landlord to request proof of insurance from Tenant, and/or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve Tenant of its liability and obligations under this Lease.

(e) Cooperation. Each party will reasonably cooperate with the other party in connection with the collection of any insurance proceeds that may be payable in the event of loss and execute and deliver to the insurers such proof of loss and other documents required for the recovery of any such insurance proceeds.

Section 9.4. Landlord's Insurance. During the Term, Landlord agrees to maintain the following types of insurance, in amounts comparable to amounts carried by landlords of similar buildings in the vicinity of the Premises, during the Term, the reasonable and customary premiums therefor being reimbursable by Tenant as an Operating Expense:

(a) Liability Insurance. Commercial General Liability Insurance (which insurance shall not exclude blanket, contractual liability, broad form property damage, personal injury, or fire damage coverage) covering the Premises (including Common Areas) against claims for bodily injury or death and property damage.

(b) Property Insurance. Special Form Insurance (including flood insurance) with named storm coverage in the amount of at least one hundred percent (100%) of the full replacement cost of the Building (other than the foundation), including, without limitation, any improvements, if any, made by Landlord, but excluding Tenant's Property and any other items required to be insured by Tenant pursuant to Section 9.4 above.

The cost of insurance maintained by Landlord in accordance with this Section 9.5 shall be included as Operating Expenses and reimbursed by Tenant pursuant to Section 5.3 above. Notwithstanding the foregoing or anything else to the contrary contained in this Lease, Landlord may, from time to time, elect to invoice Tenant annually for Tenant's Proportionate Share of insurance premiums, in which event, Tenant shall pay such invoice within thirty (30) days after receipt thereof.

Section 9.5. Waiver of Subrogation. Notwithstanding anything contained in this Lease to the contrary, Landlord and Tenant hereby waive any rights each may have against the other on account of any loss of or damage to their respective property, the Premises, its contents, or other portions of the Building or Common Areas arising from any risk which is required to be insured against under this Article IX (and which is actually insured against to the extent a party's coverage is broader or has higher limits than is required under this Lease). The special form coverage insurance policies maintained by Landlord and Tenant as provided in this Lease shall include an endorsement containing an express waiver of any rights of subrogation by the insurance company against Landlord and Tenant, as applicable.

ARTICLE X. HOLDING OVER

Section 10.1. Holding Over. It is expressly agreed and understood by both Landlord and Tenant that the failure by Tenant to surrender possession of the Premises at the expiration of the Term or sooner termination of this Lease shall result in substantial damages to Landlord and those damages are impossible or impracticable to measure. If Tenant so remains in possession of the Premises after the expiration of the Term or sooner termination of this Lease, then, at Landlord's option, and in addition to all other rights and remedies available to Landlord, Tenant shall be deemed to be occupying the Premises as a month-to-month tenant only and Tenant shall pay Landlord for each day of such holding over a sum equal to one hundred fifty percent (150%) of the Base Rent payable during the preceding Lease Year prorated for the number of days for such holding over, plus all Additional Rent which Tenant would have been required to pay hereunder had this Lease been in effect (the "**Holdover Rent**"). If either Landlord or Tenant desires to terminate said occupancy at the end of any month after the termination of this Lease, the party so desiring to terminate shall give the other party no less than thirty (30) days written notice to that effect. However, the Landlord shall not be required to give any such notice if Tenant has failed to pay the Holdover Rent in advance when due. The provisions of this Article X shall survive the expiration of the Term or sooner termination of this Lease.

ARTICLE XI. ADDITIONAL RIGHTS RESERVED

Section 11.1. Reservation of Rights. In addition to any other rights available at law or by contract, Tenant shall have the following rights:

(a) To change the name of the Building (provided the new name is reasonably acceptable to Landlord);

(b) To install and maintain signs on the exterior and interior of the Building;

(c) To designate or assign parking spaces;

(d) To hold educational seminars or gatherings to support those impacted by cancer or cancer care.

ARTICLE XII. INSOLVENCY OR BANKRUPTCY

Section 12.1. Bankruptcy. The appointment of a receiver to take possession of all or substantially all of the assets of Tenant, or an assignment by Tenant for the benefit of creditors or any action taken or suffered by Tenant under any insolvency, bankruptcy, or reorganization act shall constitute a breach of this Lease by Tenant. In no event shall this Lease be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under a bankruptcy, insolvency or reorganization proceedings.

ARTICLE XIII. DEFAULT AND REMEDIES

Section 13.1. Default by Tenant. The happening of any of the following shall be deemed an "**Event of Default**" by Tenant:

(a) Tenant's failure to pay any installment or payment of Rent within five (5) business days after written notice from Landlord to Tenant specifying such failure to pay; or

(b) Tenant's failure to perform any other term, covenant, condition or provision hereof within twenty (20) days after notice or demand therefor is served upon Tenant by Landlord; provided, that if such default is of such a character as to require more than twenty (20) days after the receipt of such notice to cure, then Tenant shall be permitted such longer period as may be reasonably required to cure such default, so long as Tenant commences such cure within the initial twenty (20) day period and thereafter proceeds diligently to cure such default (and, in any event the failure is cured no later than one hundred eighty (180) days after the initial notice thereof from Landlord to Tenant, subject to an event of force majeure); or

(c) Tenant abandons the Premises without the payment of Rent or permits this Lease to be taken under any writ of execution.

Section 13.2. Remedies. Upon the occurrence of an Event of Default, Landlord, besides any other rights or remedies which Landlord may have by law or otherwise, shall have the following remedies, any and all of which rights and remedies Landlord may pursue separately or concurrently or in any combination, without any further notice or opportunity to cure (except as specifically provided herein below) or demand whatsoever, and without prejudice to any other remedy which Landlord may have for possession of the Premises or for arrearages in Rent payable by Tenant and the pursuit of any such remedy or remedies shall not constitute an election of remedies excluding the election of another remedy or other remedies, or a forfeiture or waiver of any Rent payable under this Lease by Tenant or of any damages or other sums accruing to Landlord by reason of Tenant's default under this Lease.

(a) Landlord may re-enter the Premises and cure any Event of Default of Tenant, and Tenant shall reimburse Landlord as Additional Rent for any costs and expenses which Landlord

thereby incurs, including, without limitation, reasonable attorneys' fees and costs; and Landlord shall not be liable to Tenant for any loss or damage which Tenant may sustain by reason of Landlord's action, except to the extent caused by the gross negligence or willful misconduct of Landlord.

(b) Landlord may terminate this Lease in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in Rent, enter upon the Premises and take possession of the Premises, expel or remove Tenant and any other person who may be occupying the Premises or any part thereof; and Tenant agrees to pay to Landlord on demand the amount of any rentals due and payable hereunder up to and including the date that Landlord obtains possession of the Premises..

(c) Landlord may enter upon the Premises and take possession of the Premises, without terminating this Lease, and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, relet the Premises or any part thereof on such terms and conditions as Landlord shall in its sole discretion deem advisable and receive the rent therefor; and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting and all costs and reasonable expenses incurred by Landlord in taking possession of the Premises and reletting the Premises. The proceeds of such reletting shall be applied: first, to the payment of any indebtedness of Tenant to Landlord other than Rent due hereunder; second, to the payment of any and all costs and reasonable expenses incurred by Landlord in taking possession of the Premises and reletting the Premises; third, to the payment of Rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder.

(d) Landlord may declare all Rent due or to become due under this Lease (discounted to present value at the lesser of: (i) six percent (6%); or (ii) the discount rate announced by the Federal Reserve Bank of New York as of the date Landlord makes such declaration) to be immediately due and payable.

Section 13.3.General Damages Upon Default. In the event of any uncured Event of Default by Tenant which is followed by an eviction action and termination of this Lease, Tenant shall also be liable for and shall pay to Landlord at the address specified for notice to Landlord herein, in addition to any sum provided to be paid herein or under applicable Laws, brokers' fees incurred by Landlord in connection with any re-letting the whole or any part of the Premises, the reasonable and customary costs of: removing and storing Tenant's or other occupant's property, repairing, altering, remodeling or otherwise putting the Premises into a condition acceptable to a new tenant or tenants, and all reasonable costs and expenses incurred by Landlord in enforcing or defending Landlord's rights and/or remedies (including, without limitation, reasonable attorneys' fees and costs). Actions to collect amounts due by Tenant to Landlord may be brought from time to time, on one or more occasions, without the necessity of Landlord's waiting until Expiration Date.

Section 13.4.Application of Funds. Any payments received by Landlord under any of the provisions of this Lease during the existence or continuance of any Event of Default by Tenant shall be applied to Tenant's obligations in the order that Landlord may determine in its sole and absolute discretion (unless otherwise prescribed by applicable Laws).

Section 13.5. Landlord's Default and Tenant's Remedies. Landlord shall be in default if it fails to perform any term, condition, covenant or obligation required under this Lease for a period of twenty (20) days after written notice thereof from Tenant to Landlord; provided, that if such default is of such a character as to require more than twenty (20) days after the receipt of such

notice to cure, then Landlord shall be permitted such longer period as may be reasonably required to cure such default, so long as Landlord commences such cure within the initial twenty (20) day period and thereafter proceeds diligently to cure such default. Upon the occurrence of any such default and the expiration of the aforesaid cure period, Tenant may perform such obligations of Landlord and deduct the actual cost of completing such obligations from future Rent or sue for injunctive relief or to recover Tenant's actual, out-of-pocket damages for any loss resulting from the breach. Notwithstanding the foregoing (except in the event of an emergency, in which case no second notice is required of any party), before exercising self-help, Tenant must give Landlord a second notice (after the expiration of the cure period) before exercising the aforesaid self-help right which specifies in bold and capitalized letters **"THIS IS A SECOND NOTICE UNDER SECTION 13.5 OF THE LEASE OF TENANT'S INTENT TO USE SELF-HELP"** and if such breach or default continues for a period of five (5) business days after the second notice thereof, Tenant may (but is not obligated to) cure such breach on behalf of Landlord.

Section 13.6. Remedies Cumulative. No right or remedy herein conferred upon or reserved to Landlord or Tenant is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute. With respect to any remedy exercised by a party, such party shall have an affirmative obligation to use commercially reasonable efforts to mitigate its damages hereunder.

ARTICLE XIV.CASUALTY AND EMINENT DOMAIN

Section 14.1. Casualty. Tenant shall within a reasonable period of time notify Landlord of any damage to the Premises by fire or other casualty. In the event of total or partial destruction of the Building or the Premises by fire or other casualty, Landlord agrees promptly to restore and repair same; provided, however, Landlord's obligation hereunder with respect to the Premises shall be limited to the reconstruction of such of the leasehold improvements to substantially their condition as of the Commencement Date. Rent shall proportionately abate during the time that the Premises or part thereof are unusable because of any such damage. Notwithstanding the foregoing, if the Premises are (a) so destroyed that they cannot be repaired or rebuilt within two hundred seventy (270) days from the casualty date; or (b) destroyed by a casualty that is not covered by the insurance required hereunder or, if covered, such insurance proceeds are not released by any mortgagee entitled thereto or are insufficient to rebuild the Building and the Premises; then, in case of a clause (a) casualty, either Landlord or Tenant may, or, in the case of a clause (b) casualty, then Landlord may, upon thirty (30) days' written notice to the other party, terminate this Lease with respect to matters thereafter accruing. Landlord or Tenant may, at its option, terminate this Lease if the Premises are substantially damaged or destroyed by a casualty that occurs during the last two (2) years of the Term. In no event shall Landlord be required to repair or replace any of Tenant's Property, Tenant being solely responsible for the same .

Section 14.2. Eminent Domain. If all or any substantial part of the Building or Common Areas shall be acquired by the exercise of eminent domain, Landlord may terminate this Lease by giving written notice to Tenant on or before the date possession thereof is so taken. If all or any part of the Premises shall be acquired by the exercise of eminent domain so that the Premises shall become impractical for Tenant to use for Tenant's permitted use, Tenant may terminate this Lease by giving written notice to Landlord as of the date possession thereof is so taken. All damages awarded shall belong to Landlord; provided, Landlord shall not be entitled to any award or compensation paid or payable to Tenant for its moving expenses or for Tenant's Property that may be taken in any such proceeding and Tenant shall be entitled to pursue its own action for eminent domain for any other such award that is available to a tenant under a commercial lease under Florida law; provided, however, that the same shall not diminish Landlord's allocated share of the award pursuant to the terms hereof.

ARTICLE XV. SURRENDER OF PREMISES

Section 15.1. Surrender. At the end of the Term or sooner termination of this Lease, Tenant will peaceably deliver to the Landlord possession of the Premises, together with all improvements or additions upon or belonging to the same, by whomsoever made, in the same condition as received, or first installed, ordinary wear and tear and damage by fire, earthquake, act of God or the elements alone excepted.

ARTICLE XVI.WAIVER

Section 16.1. Waiver. Waiver by Landlord or Tenant of any term, covenant, requirement, or condition herein contained shall not be deemed to be a permanent or continuing waiver thereof, nor as a waiver of any other term, covenant, condition, or requirement of this Lease, and acceptance of Rent hereunder by Landlord or payment of Rent hereunder by Tenant shall not be deemed to be a waiver of any breach by the other party of any term, covenant, requirement, or condition or any subsequent breach of the same or any other term, requirement, covenant or condition herein contained.

ARTICLE XVII. NOTICES AND SUBORDINATION

Section 17.1. Notices. Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if it is written and delivered in person or by overnight courier or mailed by certified mail, postage prepaid, to the party who is to receive such notice at the addresses specified in Section 1.1. If sent by overnight courier, the notice shall be deemed to have been received one (1) business day after sending. If mailed, the notice shall be deemed to have been received on the date that is three (3) business days following mailing. Either party may change its address by giving written notice thereof to the other party. Notices provided by counsel for either party shall be effective hereunder.

Section 17.2. Subordination. Landlord shall have the right to subordinate this Lease to any mortgage, deed to secure debt, deed of trust or other instrument in the nature thereof, and any amendments or modifications thereto (collectively, a **"Mortgage**") presently existing or hereafter encumbering the Building by so declaring in such Mortgage; provided, that Tenant's leasehold of the Premises hereunder shall remain undisturbed by reason of such subordination if the holder of the Mortgage shall take title to the Premises through foreclosure or deed in lieu of foreclosure, so long as Tenant is not in default (after notice and beyond any period given Tenant to cure such default under this Lease) in the payment of Rent or in the performance of any of the other terms, covenants or conditions of the Lease on Tenant's part to be performed. Contemporaneously with the execution of this Lease as to acquisition financing and, thereafter, within ten (10) business days following receipt of a written request from Landlord, Tenant shall execute and deliver to Landlord, without cost, any instrument that Landlord deems reasonably necessary or desirable to confirm the subordination of this Lease; provided that such instrument shall also provide that Tenant's leasehold of the Premises hereunder shall remain undisturbed by reason of such subordination if the holder of the Mortgage shall take title to the Premises through foreclosure or deed in lieu of foreclosure , so long as Tenant is not in default (after notice and beyond any period given Tenant to cure such default under this Lease) in the payment of Rent or in the performance of any of the other terms, covenants or conditions of the Lease on Tenant's part to be performed. Prior to the Commencement Date, the parties and any mortgagee under a Mortgage agree to enter into a Subordination, Non-Disturbance and Attornment Agreement ("**SNDA**") in the form of **Exhibit D** attached hereto and incorporated herein

Section 17.3. Estoppels. Tenant agrees to execute and deliver to Landlord, within ten (10) business days after request therefor by Landlord, a statement, in writing, certifying to

Landlord and/or any other party designated by Landlord, that: (a) this Lease is in full force and effect; (b) the Commencement Date; (c) that Rent is paid currently without any off-set or defense thereto, (d) the amount of Rent, if any, paid in advance; (e) that there are no known uncured defaults by Landlord or Tenant, or stating those known and claimed, provided that, in fact, such facts are accurate and ascertainable; and (f) any other information reasonably requested by Landlord.

ARTICLE XVIII. RIGHT OF FIRST REFUSAL TO PURCHASE THE PROPERTY

Section 18.1. Right of First Refusal to Purchase the Property. During the Term (including any Renewal Term if timely exercised by Tenant as set forth herein), the Landlord shall not sell or convey the Premises or any portion thereof (referred to in this Section as the "**Property**") to a bona fide third party buyer without the written consent of the Tenant, unless Landlord shall first make the offer to sell hereinafter described, and such offer shall not have been timely accepted by Tenant, referred to herein as the "**ROFR**".

(a) Offer by Landlord. If, at any time during the Term, Landlord shall receive and be prepared to accept a bona fide (from an unrelated third party), offer to sell the Property (the "**Offer**"), then the Offer shall be given to the Tenant in writing and shall consist of an offer to sell the Property to Tenant, to which shall be attached a statement of intent to transfer, the name and address of the prospective transferee, and the material terms of the transfer, including the purchase price (the "**Offer Notice**"). If Tenant does not affirmatively elect, in writing, within the required time period, to exercise the ROFR with respect to a particular Offer, Landlord may complete the sale described in the Offer Notice with the offeror named in the Offer Notice, on substantially the terms and conditions set forth in the Offer Notice. If the purchase price at which the sale is consummated is within five percent (5%) of the purchase price in the Offer Notice, then the purchase price shall be deemed to be on substantially the same purchase price as set forth in the Offer Notice. If the purchase price at which the sale is consummated is not within five percent (5%) of the purchase price in the Offer Notice, then the Offer must be re-sent to the Tenant to respond to the new Offer Notice.

(b) Acceptance of Offer. The Tenant shall have sixty (60) calendar days to accept or reject the Offer Notice (the "**Outside Acceptance Date**"). In the event Tenant does not agree with the purchase price set forth in the Offer Notice, Tenant shall have ten (10) business days to elect the Appraisal Method, as defined below, and in such event the parties shall proceed with the methodology described below.

The "**Appraisal Method**" is defined as follows:

> If Tenant selects the Appraisal Method then within five (5) business days of the Landlord's receipt of the notice from Tenant that the Appraisal Method has been selected, each of Landlord and Tenant shall order an MAI appraisal of the Property which shall be completed within forty (40) days of placing the order with the appraiser. Each of Landlord and Tenant shall promptly select an MAI appraiser and each shall send a notice of such appointment to the other party. Any appraiser appointed to appraise the Property must be experienced in appraising cancer centers and must have an office located in the Permitted Counties. The Tenant's appraisal shall be referred to as the "**Tenant's Appraisal**". The Landlord's appraisal shall be referred to as the "**Landlord's Appraisal**". The Tenant shall pay for the Tenant's Appraisal, and the Landlord shall pay for the Landlord's Appraisal. If the Tenant's Appraisal and the Landlord's Appraisal do not differ by more than ten percent (10%) then the two appraisal sums will be averaged and that figure will be referred to as the "**Appraisal Method FMV**". If the Tenant's Appraisal and the Landlord's Appraisal differ by more than ten percent (10%) then both appraisers will

promptly select a third appraiser (who shall prepare an MAI appraisal of the Property which shall be completed within thirty (30) days of selecting the appraiser), and that appraiser's determination of value (the "**Third Appraisal**") will be averaged with the closest in value as to either the Tenant's Appraisal or the Landlord's Appraisal, and the average of those two appraisals will then become the "**Appraisal Method FMV**." The cost of the Third Appraisal will be split equally between Landlord and Tenant. If either of Landlord or Tenant shall fail or refuse to so appoint an appraiser, then the other of them, upon giving five (5) business days' prior written notice to the one of them failing or refusing to appoint an appraiser, may apply to the local or regional chapter of the American Arbitration Association which includes any of the Permitted Counties, for the selection and appointment, on behalf of the one of them failing or refusing to appoint an appraiser, within ten (10) days following such written notice, of an appraiser meeting the qualifications set forth above.

If the Appraisal Method FMV is within ten percent (10%), higher or lower, of the purchase price set forth in the Offer Notice, then Tenant shall have until the Outside Acceptance Date in which to elect in writing one of the following options: (A) proceed with the exercise of the right to purchase at the purchase price set forth in the Offer Notice, or (B) decline to proceed with the right to purchase the Property and permit Landlord to proceed with the sale of the Property to the third party.

If the Appraisal Method FMV is ten percent (10%) or more higher than the purchase price set forth in the Offer Notice, then Landlord shall have ten (10) days in which to elect in writing one of the following options: (A) withdraw the property from sale to the third party, in which case this right of first refusal shall continue in place as to a future sale, (B) sell the Property to Tenant at the purchase price set forth in the Offer Notice, provided that Tenant has timely exercised its right to proceed with the exercise of the right to purchase at the purchase price set forth in the Offer Notice, or (C) if Tenant has not timely exercised its right to proceed with the exercise of the right to purchase at the purchase price set forth in the Offer Notice, Landlord may complete the sale described in the Offer Notice with the offeror named in the Offer Notice, on substantially the terms and conditions set forth in the Offer Notice.

If the Appraisal Method FMV is ten percent (10%) or more lower than the purchase price set forth in the Offer Notice, then Landlord shall have ten (10) days in which to elect in writing one of the following options: (A) withdraw the property from sale to the third party, in which case this right of first refusal shall continue in place as to a future sale, or (B) sell the Property to Tenant at the purchase price of the Appraisal Method FMV, provided that Tenant has timely exercised its right to proceed with the exercise of the right to purchase at the purchase price set forth in the Offer Notice, or (C) if Tenant has not timely exercised its right to proceed with the exercise of the right to purchase at the purchase price of the Appraisal Method FMV, Landlord may complete the sale with the offeror named in the Offer Notice, on substantially the terms and conditions set forth in the Offer Notice so long as the purchase price is no less than the Appraisal Method FMV.

The Outside Acceptance Date shall be extended by up to thirty (30) days to allow for the foregoing time frames, if needed to complete the Appraisal Method.

(c) Notices. The notices provided herein shall be sent by certified mail, return receipt requested, by hand delivery, or by commercial overnight delivery service. Notice shall be effective when deposited in the United States mail, postage prepaid as described herein, or when hand delivered. Notice by any other method shall be effective only when actually received. Failure to

timely provide notice shall be deemed a waiver of Tenant's right to elect the Appraisal Method or to accept the Offer Notice (as applicable).

(d) Terms of Contract. Upon (A) timely providing Landlord with Tenant's decision to exercise acceptance of the Offer Notice, or (B) completion of the FMV Appraisal Method and Tenant's timely election to purchase the Property, and Landlord's election not to withdraw the property from sale to the third party, there shall become a binding contract between the Landlord and the Tenant to sell and purchase the Property (hereinafter the "**Contract**"), upon the following terms and conditions:

(i) Purchase Price. Unless the Appraisal Method is chosen by Tenant, the purchase price shall be equal to the purchase price set forth in the Offer Notice. If the Appraisal Method is chosen by Tenant, the purchase price shall be determined in accordance with paragraph (b), above.

(ii) Payment. The total purchase price shall be paid in cash. Tenant shall, within three (3) business days after Tenant has exercised its right to proceed with the exercise of the right to purchase the Property, pay an earnest money deposit (the "**Deposit**"), in the amount of ONE HUNDRED THOUSAND AND NO/100 U.S. DOLLARS ($100,000.00), to an attorney or title company licensed and located in Florida selected by Tenant (the "**Escrow Agent**"). At closing, the Deposit shall be credited for the account of Tenant toward the Purchase Price. If Tenant fails to timely pay the Deposit into escrow with Escrow Agent, Tenant will be deemed to have rejected the Offer to purchase and this Contract shall be terminated as shall Tenants ROFR. If the Escrow Agent is also Tenant's counsel, the Landlord and Tenant hereby agree that in the event of a dispute between them concerning the disposition of the Deposit or any other provision of this Contract, the Escrow Agent shall have the right to continue to represent Tenant with respect to such dispute and Escrow Agent shall not be disqualified from such representation and such representation shall not constitute a conflict of interest.

(iii) Expenses. Documentary stamps which are required to be affixed to the deed shall be paid by the Landlord. The cost of recording the deed shall be paid by the Tenant. Each party shall pay its own attorneys' fees. Landlord shall be responsible for furnishing the deed and the closing statement and selecting the closing agent.

(iv) Risk of Loss. Upon the exercise of the option by Tenant, all risk of loss shall remain with Landlord pursuant to the terms of the Lease.

(v) Evidence of Title. Within fifteen (15) days after the determination of the purchase price in the manner aforesaid, Landlord shall furnish to the Tenant a title insurance commitment issued by a title insurance company to be reasonably approved by the Tenant, providing for marketable title and with only standard exceptions and the Permitted Title Exceptions (defined below). The Landlord shall pay for the title insurance policy and title search fees. If the purchase option granted to Tenant is exercised, Landlord shall convey a marketable title in accordance with the standards adopted from time to time by The Florida Bar, subject only to liens, encumbrances, exceptions or qualifications set forth in this Lease. A title insurance commitment shall mean one issued by a qualified title insurer agreeing to issue to Tenant, upon recording of the deed hereinafter mentioned, an owner's policy of title insurance in the amount of the purchase price insuring title of the Tenant to the Property, subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract and those which shall be discharged by Landlord at or before closing (the same being deemed marketable title). Tenant shall have ten (10) days from date of receiving the title commitment to examine same. If title is defective (to wit, not in

compliance herewith) Tenant shall, within three (3) days thereafter, notify Landlord in writing specifying the defect(s). If said defect(s) render title unmarketable, Landlord shall have up to one hundred twenty (120) days from receipt of notice within which to attempt to remove said defect(s) (and the closing date shall be extended if Landlord elects to take such additional time), and if Landlord is unsuccessful in removing said defect(s) within said time, Tenant shall have the option (to be exercised within ten (10) days after the earlier to occur of (x) the expiration of the aforesaid one hundred twenty (120) day period or (y) receipt of notice that Landlord has exercised diligent effort to correct the defects in title but has not cured some or all of the same) of either (1) accepting the title as it then is and proceeding to closing, or (2) rescinding its offer to purchase the Property and thereupon Tenant and Landlord shall be released of all further obligations to purchase and sell under this paragraph, and this Lease shall continue as described in subparagraph (n) of this paragraph. If Tenant fails to timely rescind its offer as aforesaid, Tenant will be deemed to have elected to accept the title as it then is and proceed to closing. Landlord agrees that it will, if title is found to be unmarketable, use diligent effort to correct the defects in title and survey (as applicable) within the time limit provided therefore. Notwithstanding anything to the contrary contained herein, Landlord shall have no obligation to bring any action or proceeding or otherwise to incur any expense whatsoever to eliminate, modify or cure any of Tenant's objections to the title commitment and/or the survey, with the exception of the payment of voluntary liens (which are subject to cure with a monetary payment), such as mortgages.

(vi) Closing. Within ninety (90) days after the exercise of the ROFR, the parties shall close such transaction by doing all things necessary in order to carry out such closing in good faith. In such closing, conveyance shall be made by special warranty deed. This Lease shall terminate at closing and rent shall be prorated at closing of the sale to Tenant.

(vii) Restrictions, Easements. The Tenant shall take title subject to: (i) zoning and/or restrictions and prohibitions imposed by governmental authority; (ii) those title exceptions and conditions of the Property existing on the date of the Offer which are set forth on **Exhibit F** attached hereto and incorporated herein, and any other matters of record which have been recorded since the Effective Date which do not interfere with Tenant's business to be operated on the Premises and which are not liens or financial encumbrances which would otherwise be satisfied by the seller under the Offer Notice; (iii) taxes for the year of closing, unless the closing occurs in November or December of such year, in which case taxes shall be paid by the Landlord and prorated on the closing statement; (iv) liens, encumbrances, restrictions and/or exceptions caused by reason of Tenant's use or occupancy of the Property and/or by the act or omission of any Tenant Parties; and (v) all matters revealed by the title commitment, survey and any updates thereof which are not duly objected to by Tenant (the "**Permitted Title Exceptions**").

(viii) Survey. If the Tenant desires a survey Tenant shall have the Property surveyed at its expense. If the survey shows any encroachments on the land herein described other than the Permitted Title Exceptions, written notice to that effect shall be given to the Landlord within forty-five (45) days after the exercise of the ROFR, and Landlord shall have the same time to remove such encroachments as this Contract allows to cure defects of title. If the Landlord shall fail to remove said encroachments within said period of time, then Tenant shall have the option of either (1) accepting the title as it then is and proceeding to closing, or (2) rescinding its offer to purchase the Property and thereupon Tenant and Landlord shall be released of all further obligations to purchase and sell under this paragraph, and this Lease shall continue as described in subparagraph (n) of this paragraph. If Tenant fails to timely object to the title insurance commitment or the survey, it shall be conclusively deemed that Tenant has accepted title to the Property in its then-

existing condition, and all exceptions to title shown on the title commitment and/or on the Survey shall be deemed to be "**Permitted Exceptions**".

(ix) Default by Tenant-Buyer. If the Tenant fails to perform any of the covenants of this Contract within the time specified, the Landlord may (i) terminate this Contract and thereupon be entitled to receive the Deposit as liquidated damages (and not as a penalty) and thereupon Tenant and Landlord shall be released of all further obligations to purchase and sell under this paragraph and Landlord may complete the sale with the offeror named in the Offer Notice, on substantially the terms and conditions set forth in the Offer Notice so long as the purchase price is no less than the Appraisal Method FMV, or (ii) proceed in equity to enforce Landlord's rights under this Contract. Landlord shall not have the right to seek damages in connection with such default. Landlord and Tenant have made the above provision for liquidated damages because it would be difficult to calculate on the date hereof the amount of actual damages for such breach, and that these sums represent reasonable compensation to Landlord for such breach. The Lease shall continue as provided in subparagraph (v) of this paragraph.

(x) Default by Landlord-Seller. If the Landlord fails to perform any of the covenants of this Contract, the Tenant may (i) terminate this Contract and thereupon Tenant and Landlord shall be released of all further obligations to purchase and sell under this paragraph, or (ii) seek specific performance of this Contract, provided Tenant institutes an action for specific performance within thirty (30) days following the default by Landlord and the expiration of any cure period (failing which Tenant will be deemed to have exercised its right to terminate this Contract). Tenant shall not have the right to seek damages in connection with such default. The Lease shall continue as provided in subparagraph (v) of this paragraph.

(xi) Notice and Cure. In the event of the default by either party under this Contract, the non-defaulting party shall provide written notice of such default to the defaulting party and the defaulting party shall have five (5) business days after receipt of the notice to cure such default (except there shall be two (2) business days cure period after written notice with respect to a failure to close).

(xii) Attorneys' Fees and Costs. In the event of any litigation, including appellate proceedings, arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

(xiii) Prorations. Taxes, rents, and interest shall be prorated as of the date of delivery of deed unless otherwise specified. If the amount of taxes for the current year cannot be ascertained, rates, millages and assessed valuations for the previous year, with known changes, shall be used, due allowance being made for any exemptions if allowed. Tax prorations based on an estimate may be readjusted subsequently where so agreed in the closing statement.

(xiv) Lease. Notwithstanding anything to the contrary contained herein, in the event Landlord is unable to deliver title to the Property as required, there is a default by Landlord or Tenant and this Contract is terminated or the property is sold to a third party in accordance with this Lease, then Tenant shall continue to lease the Property for the remaining Term of this Lease on the same terms as those set forth in this Lease.

(e) Continuation of Right of First Refusal to Purchase. This right of first refusal to purchase shall continue during any exercised Renewal Term. This right of first refusal to purchase shall automatically terminate, without any action by either party: (i) upon the occurrence of an

Event of Default by Tenant which is not cured after receiving notice of such default and the expiration of all applicable cure periods; (ii) upon an uncured default by Tenant under this Contract; and (iii) if Tenant rejects (or is deemed to have rejected) an Offer to purchase, and the Property that is subject to this agreement is transferred on substantially the terms and conditions set forth in the Offer Notice. Notwithstanding the automatic termination of the right of first refusal, Tenant shall, within five (5) business days after Landlord's delivery of a document evidencing the termination of the ROFR (which document may, at Landlord's election, be in recordable form) execute (before a notary) such document and return the same to Landlord.

Section 18.2.Rejection of Offer. If Tenant rejects (or is deemed to have rejected) an Offer to purchase, and the Property that is subject to this agreement is not transferred on substantially the terms and conditions set forth in the Offer Notice, the Property shall again become subject to this right of first refusal to purchase.

ARTICLE XIX.MISCELLANEOUS PROVISIONS

Section 19.1. Governing Law; Venue. This Lease shall be governed by the laws of the State of Florida. Venue for any action under this Lease shall lie in the appropriate state court located in Brevard County, Florida.

Section 19.2. Complete Agreement. If any provision of this Lease shall be held to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect. This Lease represents the entire agreement between Landlord and Tenant covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties. No change or addition shall be made to this Lease except by a written agreement executed by Landlord and Tenant.

Section 19.3. Time of Essence. Time is of the essence in the performance of this Lease by Landlord and Tenant.

Section 19.4. Quiet Enjoyment. Upon Tenant's paying Rent and all other charges due hereunder, and observing and performing all terms, covenants, conditions and provisions on its part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises.

Section 19.5. Interpretation. The captions or headings to the various articles and sections hereof are inserted only as a matter of convenience and for reference, and in no way define, limit, construe or describe the scope hereof or the intent of any provision hereof. When applicable, use of the singular form of any word shall also mean and apply to the plural, and the neuter form shall mean and apply to the masculine or feminine. Landlord and Tenant hereby acknowledge and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of this Lease, or any portions hereof, or any amendments hereto. This Lease shall not be recorded. All Exhibits referenced in this Lease are attached hereto and incorporated herein by reference.

Section 19.6. Successors and Assigns. Except as herein limited, this Lease shall be binding upon and inure to the benefit of the parties, and their respective legal representatives, successors and assigns.

Section 19.7. Authority. The parties represent and warrant to each other that: (i) the person executing this Lease on their behalf has been authorized to execute and deliver this Lease by the entity for which he or she is signing; and (ii) this Lease is the valid and binding agreement of such entity, enforceable in accordance with its terms.

Section 19.8. Counterparts; Electronic Signatures. This Lease may be executed in separate counterparts, each of which when so executed shall be an original, but all of which together shall constitute but one and the same instrument. All prior representations, undertakings, and agreements by or between the parties hereto with respect to the subject matter of this Lease are merged into, and expressed in, this Lease, and any and all prior representations, undertakings, and agreements by and between such parties with respect thereto hereby are canceled. Electronic signatures (including PDF signature) on this Lease and any amendment thereto shall be considered original signatures for all purposes.

Section 19.9. Force Majeure. Notwithstanding anything to the contrary set forth herein, if Landlord is delayed in, or prevented from observing or performing any of its obligations hereunder as the result of: (i) an act or omission of Tenant; or (ii) any other cause that is not within the control of Landlord (including, without limitation, inclement weather, the unavailability of materials, equipment, services or labor, and utility or energy shortages or acts or omissions of public utility providers, pandemics, or government mandates); then: (i) such observation or performance shall be excused for the period of the delay; and (ii) any deadlines for observation or performance shall be extended for the same period. Notwithstanding anything to the contrary set forth herein, if Tenant is delayed in, or prevented from observing or performing any of its obligations hereunder. with the exception of financial obligations, as the result of: (i) an act or omission of Landlord; or (ii) any other cause that is not within the control of Tenant (including, without limitation, inclement weather, the unavailability of materials, equipment, services or labor, and utility or energy shortages or acts or omissions of public utility providers, pandemics, or government mandates); then: (i) such observation or performance shall be excused for the period of the delay; and (ii) any deadlines for observation or performance shall be extended for the same period.

Section 19.10. Signage. The parties acknowledge that Tenant shall have the exclusive right to the following signage on the Premises, all subject to applicable governmental laws and requirements: signage on the Building, on the monument sign and any other signage permitted under applicable law. Tenant shall be responsible for maintaining the signage on the Premises.

Section 19.11. Attorney's Fees. If there is any legal action or proceeding between Landlord and Tenant arising from or based on this Lease, the unsuccessful party to such action or proceeding shall pay to the prevailing party, all costs and expenses, including reasonable attorneys' fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in conjunction therewith. For purposes of this Section 19.11, the term "**prevailing party**" shall include, but not be limited to, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, settlement or judgment.

Section 19.12. Security. Tenant acknowledges that Landlord shall not be providing building security under this Lease. If Tenant elects to install a security alarm system, Tenant shall pay for the costs to install, use and maintain such security alarm system in the Premises. Tenant shall also be responsible for unlocking and locking its Premises. Provided Tenant is not in default under this Lease, Tenant shall have access to the Premises on a 24-hour basis.

Section 19.13. Real Estate Brokers. The parties each represent and warrant to each other that it has not dealt with any real estate broker in connection with this Lease. Each party agrees to indemnify and hold the other party harmless against and from all liabilities, claims, losses, costs, damages and expenses, including attorneys' fees, arising out of, resulting from, or in connection with the breach of the foregoing covenant, warranty and representation.

Section 19.14. RADON NOTICE. 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 DEPARTMENT.

Section 19.15. Regulatory Matters.

(a) Landlord and Tenant enter into this Lease with the intent of conducting their relationship and implementing the agreements contained herein in full compliance with applicable federal, state and local law, including without limitation, the Medicare/Medicaid Anti-Kickback statute (the "**Anti-Kickback Law**") and Section 1877 of the Social Security Act (the "**Stark Law**"), as amended. Notwithstanding any unanticipated effect of any of the provisions of this Lease, neither party will intentionally conduct itself under the terms of this Lease in a manner that would constitute a violation of the Anti-Kickback Law or the Stark Law. Without limiting the generality of the foregoing, Landlord and Tenant expressly agree that nothing contained in this Lease shall require either party to refer any patients to the other, or to any affiliate or subsidiary of the other. No payment is based upon or measured by the value or volume of referrals or other business generated between the parties. The parties hereby agree that the Rent set forth herein is consistent with fair market value rentals in the surrounding area. The Rent has been determined as a result of arm's length negotiations, and has not been determined in any manner that takes into account the volume or value of any referrals or business generated for which payment may be made under Medicare, Medicaid or otherwise.

(b) If any legislation, regulation or government policy is passed or adopted, the effect of which would cause either party to be in violation of any laws, including, without limitation, those set forth in this section, due to the existence of any provision of this Lease, or if, regardless of whether any law has changed, it is determined that any provision of this Lease causes either party to be in violation of any such law, then Landlord and Tenant agree to negotiate in good faith for a period of ninety (90) days to modify the terms of this Lease to comply with applicable law, maintaining, however, the terms and intent of this Lease to the greatest extent possible within the requirements of such law. Should the parties hereto fail to agree upon modified terms to this Lease within this time, then the parties shall submit the matter to be resolved through binding arbitration, with a single arbitrator (the "**Arbitrator**") presiding. The arbitration shall be administered by the American Arbitration Association ("**AAA**") and shall be held in Brevard County, Florida. Such Arbitrator must be "neutral." A "**neutral**" arbitrator shall be a Person who would not be subject to disqualification under Rule R 17 of the AAA Commercial Rules. If the parties cannot reach agreement on the selection of a single arbitrator within a twenty (20) day period, the AAA shall have the right to make such selection upon the request of any party to the arbitration proceeding. Such arbitrator shall be a Florida licensed attorney board certified in Health Law. The rules of arbitration shall be the Commercial Arbitration Rules of the AAA, as modified by any other instructions that the parties hereto may agree upon at the time, provided that the discovery rules under the Florida Rules of Civil Procedure shall govern discovery in the arbitration. To the extent legally permissible, the Arbitrator shall provide Landlord and Tenant with language that modifies the terms of this Lease to comply with applicable law, maintaining, however, the terms and intent of this Lease to the greatest extent possible within the requirements of such law and Landlord and Tenant shall, within ten (10) business days after receiving such language, enter into an amendment of this Lease adopting such modification. The decision of the arbitrator shall be final and binding upon the parties. The cost of the arbitrator will be split equally between Landlord and Tenant.

(c) Landlord acknowledges and agrees that Tenant's Permitted Use at the Premises may be subject to various laws and regulations and require various permits or licenses from

different governmental authorities, and Landlord agrees to reasonably cooperate with Tenant, at no cost to Landlord, in connection with any such compliance.

(d) Landlord acknowledges that Tenant is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 and related regulations ("**HIPAA**"), and that HIPAA requires Tenant to ensure the safety and confidentiality of patient medical records. Landlord further acknowledges that, in order for Tenant to comply with HIPAA, Tenant must restrict access to the portions of the Premises where patient medical records are kept or stored. Landlord hereby agrees that, notwithstanding the rights granted to Landlord pursuant to Section 9 of **Exhibit C** of this Lease, except for an emergency entry into the Premises taken pursuant to Section 9 of **Exhibit C** to this Lease or when accompanied by an authorized representative of Tenant, neither Landlord nor its employees, agents, representatives or contractors shall be permitted to enter those areas of the Premises designated by Tenant as locations where patient medical records are kept or stored.

Section 19.16. Limitation on Special Damages. In no event shall either party be liable to the other party for consequential, punitive or special damages of any kind.

Section 19.17. Memorandum of Lease. Upon the execution of the Lease the parties agree to execute a Memorandum of Lease in the form attached hereto as **Exhibit E** (the "**Memorandum of Lease**"). The Memorandum of Lease will be promptly recorded in the Public Records of Brevard County, Florida, and Tenant agrees to pay the cost or recording the Memorandum of Lease.

Section 19.18. Compliance with Florida Statutes Section 787.06(13). Landlord represents and warrants to Tenant that Landlord does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. If requested by Tenant, Landlord agrees to have an officer of Landlord sign an affidavit in compliance with such statute.

Section 19.19. Intentionally Omitted.

Section 19.20. OFAC. Tenant represents and warrants that (a) Tenant, (b) all persons and entities owning (directly or indirectly) an ownership interest in Tenant, and (c) all entities owned (directly or indirectly) by Tenant: (i) are not, and shall not become, persons or entities with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; (ii) are not knowingly engaged in, and shall not engage in, any dealings or transactions or be otherwise associated with such persons or entities described in (i) above; and (iii) are not, and shall not be, otherwise in violation, and shall not engage in dealings reasonably likely to violate, any anti-terrorism law or the regulations or orders thereunder. Tenant agrees upon Landlord's request to reaffirm in writing the representation made by Tenant in this Section. If Tenant breaches any representation or covenant set forth in this Section, or (a) Tenant, (b) any person or entity owning (directly or indirectly) an ownership interest in Tenant, or (c) any entity in which Tenant (directly or indirectly) owns an ownership interest, hereafter becomes a Prohibited Person (as defined in any of the foregoing), then in any such event, if such breach is not promptly cured, same shall constitute an Event of Default under this Lease, entitling Landlord to any and all remedies under this Lease or at law or in equity (including the right to terminate this Lease).

Landlord represents and warrants that (a) Landlord, (b) all persons and entities owning (directly or indirectly) an ownership interest in Landlord, and (c) all entities owned (directly or indirectly) by Landlord: (i) are not, and shall not become, persons or entities with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; (ii) are not knowingly engaged in, and shall not engage in, any dealings or transactions or be otherwise associated with such persons or entities described in (i) above; and (iii) are not, and shall not be, otherwise in violation, and shall not engage in dealings reasonably likely to violate, any anti-terrorism law or the regulations or orders thereunder. Landlord agrees upon Tenant's request to reaffirm in writing the representation made by Landlord in this Section. If Landlord breaches any representation or covenant set forth in this Section, or (a) Landlord, (b) any person or entity owning (directly or indirectly) an ownership interest in Landlord, or (c) any entity in which Landlord (directly or indirectly) owns an ownership interest, hereafter becomes a Prohibited Person (as defined in any of the foregoing), then in any such event, if such breach is not promptly cured, same shall constitute an Event of Default under this Lease, entitling Tenant to any and all remedies under this Lease or at law or in equity (including the right to terminate this Lease).

Section 19.21.Landlord Transfer. Upon a transfer of title to the Premises, the transferor shall be relieved of all covenants and obligations of Landlord hereunder arising from and after the date of such transfer, and Tenant shall look solely to the successor in interest of the transferor as Landlord hereunder which arise on and after the date of such transfer. Tenant agrees to attorn to the transferee or assignee, such attornment to be self-operative.

Section 19.22.Limitation of Liability. In no event shall Landlord be liable to Tenant for any failure of other tenants in the Premises to operate their businesses, or for any loss or damage that may be caused by the acts or omissions of other tenants. Notwithstanding anything to the contrary contained herein, neither Landlord, nor any member or general or limited partner in or of Landlord, whether direct or indirect, nor any direct or indirect partners in such partners, nor any disclosed or undisclosed officers, shareholders, principals, directors, managers, managing members, members, employees, partners, servants, or agents of Landlord, or any of the foregoing, nor any investment adviser or other holder of any equity interest in Landlord, their successors, assigns, agents, or any mortgagee in possession (collectively, "**Landlord Parties**") shall have any personal liability with respect to any provisions of this Lease and, if Landlord is in breach with respect to its obligations, and if as a consequence of such breach Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Premises and out of rents or other income from such property receivable by Landlord, or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Premises. In no event shall Landlord or any Landlord Parties be liable to Tenant for any lost profit, damage to or loss of business or any form of special, indirect, punitive or consequential damages.

Section 19.23.Permitted Title Exceptions. Tenant understands and agrees that, notwithstanding anything to the contrary contained in this Lease, the Premises are subject to the Permitted Title Exceptions. Tenant agrees to abide by the terms, provisions, covenants, agreements, restrictions, requirements and conditions contained Permitted Title Exceptions.

Section 19.24.No Partnership. Nothing contained herein shall create any relationship between the parties hereto other than that of Landlord and Tenant, and Landlord shall not be deemed to be a partner or a joint venturer of Tenant in the conduct of its business.

Section 19.25. Miscellaneous.

(a) Landlord and Tenant each acknowledge that each has been represented by independent counsel and each has executed this Lease after being fully advised by said counsel as to its effect and significance.

(b) Although the printed provisions of this Lease were drafted by Landlord and Tenant, the parties hereto agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of either Landlord or Tenant.

(c) The parties agree that any deletion of language from this Lease prior to its mutual execution by Landlord and Tenant shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, observe or opposite of the deleted language.

(d) Notwithstanding anything to the contrary contained in this Lease: (i) all indemnity and defense obligations, obligations to pay money (including, without limitation, Rent), and audit or review rights; and (ii) all provisions of this Lease which from their sense and context are intended to survive the expiration of the Term or sooner termination of this Lease shall survive such expiration or sooner termination (including, without limitation, any repossession and/or re-letting of the Premises) and continue to be binding upon the applicable party, whether or not so expressed.

(e) The recitals to this Lease are true and correct, and are incorporated herein by this reference.

(f) The exhibits (*i.e.*, exhibits, attachments and schedules) referred to in, and attached to, this Lease are hereby incorporated in full by reference.

(g) The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various paragraphs and shall in no event be considered in construing or interpreting any provision in this Lease.

(h) Any reference in this Lease to a "business day" shall include each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which national banks in Brevard County, Florida are closed.

(i) All references to "dollars" or "$" shall mean United States dollars. All references to the "terms" of this Lease or a portion thereof shall be deemed to be a reference to the terms, provisions, covenants, agreements, restrictions, requirements and conditions thereof.

(j) Notwithstanding the fact that certain references elsewhere in this Lease to acts required to be performed by a party hereunder omit to state that such acts shall be performed at such party's sole cost and expense, each and every act to be performed or obligation to be fulfilled by a party pursuant to this Lease shall be performed or fulfilled at such party's sole cost and expense, unless this Lease expressly provides otherwise.

Section 19.26.Accord and Satisfaction. Payment by any party, or receipt or acceptance by a receiving party, of any payment due hereunder in an amount less than the amount required to be paid hereunder shall not be deemed an accord and satisfaction, or a waiver by the receiving party of its right to receive and recover the full amount of such payment due hereunder, notwithstanding any statement to the contrary on any check or payment or on any letter accompanying such check or payment. The receiving party may accept such check or payment without prejudice to the receiving party's right to recover the balance of such payment due hereunder or to pursue any other legal or equitable remedy provided in this Lease.

Section 19.27.No Third-Party Beneficiaries. Nothing in this Lease is intended or shall be deemed to confer any rights or benefits upon any person or entity other than the parties hereto or to make or render any such other person or entity a third-party beneficiary of this Lease.

[Signatures follow next.]

IN WITNESS WHEREOF, the parties have executed this Lease effective as of the Effective Date.

LANDLORD:

SAMSARA PROPERTY, LLC, a Florida limited liability company

By: _____
Phillip Pidgeon, Manager

Dated: _____, 2025

TENANT:

NORTH BREVARD COUNTY HOSPITAL DISTRICT, d/b/a PARRISH MEDICAL CENTER, a political subdivision of the State of Florida

By: _____
George Mikitarian, President/CEO

Dated: _____, 2025

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

PARCEL 1:

The West 260 feet of the East 280 feet of the Southeast 1/4, lying South of U.S. Highway No. 1 and North of the Plat of E.H. RICES ADDITION TO TITUSVILLE, recorded in Plat Book 1, Page 6, Section 33, Township 21 South, Range 35 East, Brevard County, Florida. LESS AND EXCEPT the South 215 feet.

AND

The South 215 feet of the North 334.58 feet of the West 260 feet of the East 280 feet of the Southeast 1/4 of the Southeast 1/4 of Section 33, Township 21 South, Range 35 East, Brevard County, Florida.

AND

PARCEL 2:

Lots 13 and 14, Block 1, BRYAN-HELLER ESTATES, according to the plat thereof, as recorded in Plat Book 10, Page 89, of the Public Records of Brevard County, Florida.

EXHIBIT A-1 - SURVEY OF THE PREMISES

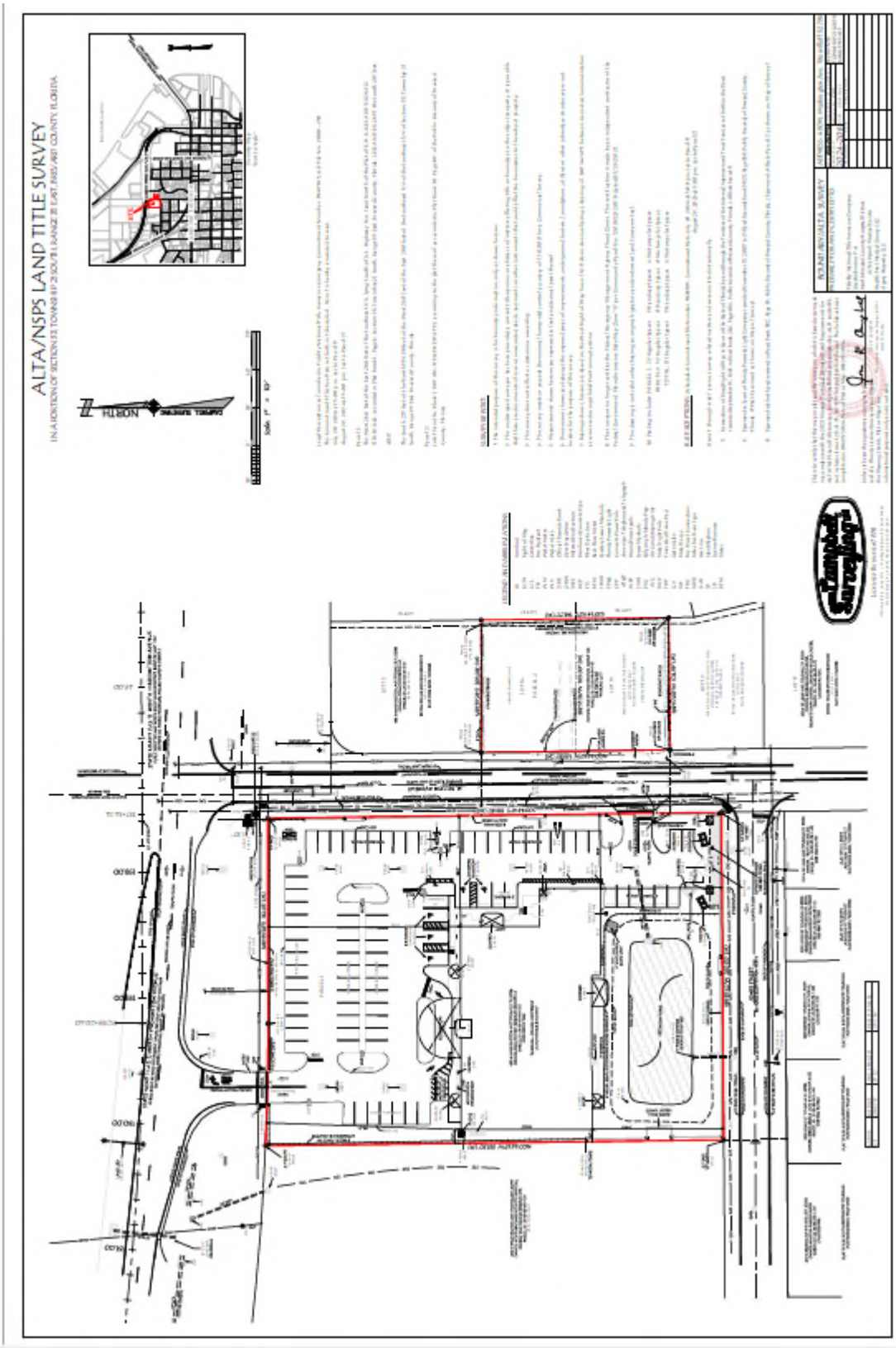
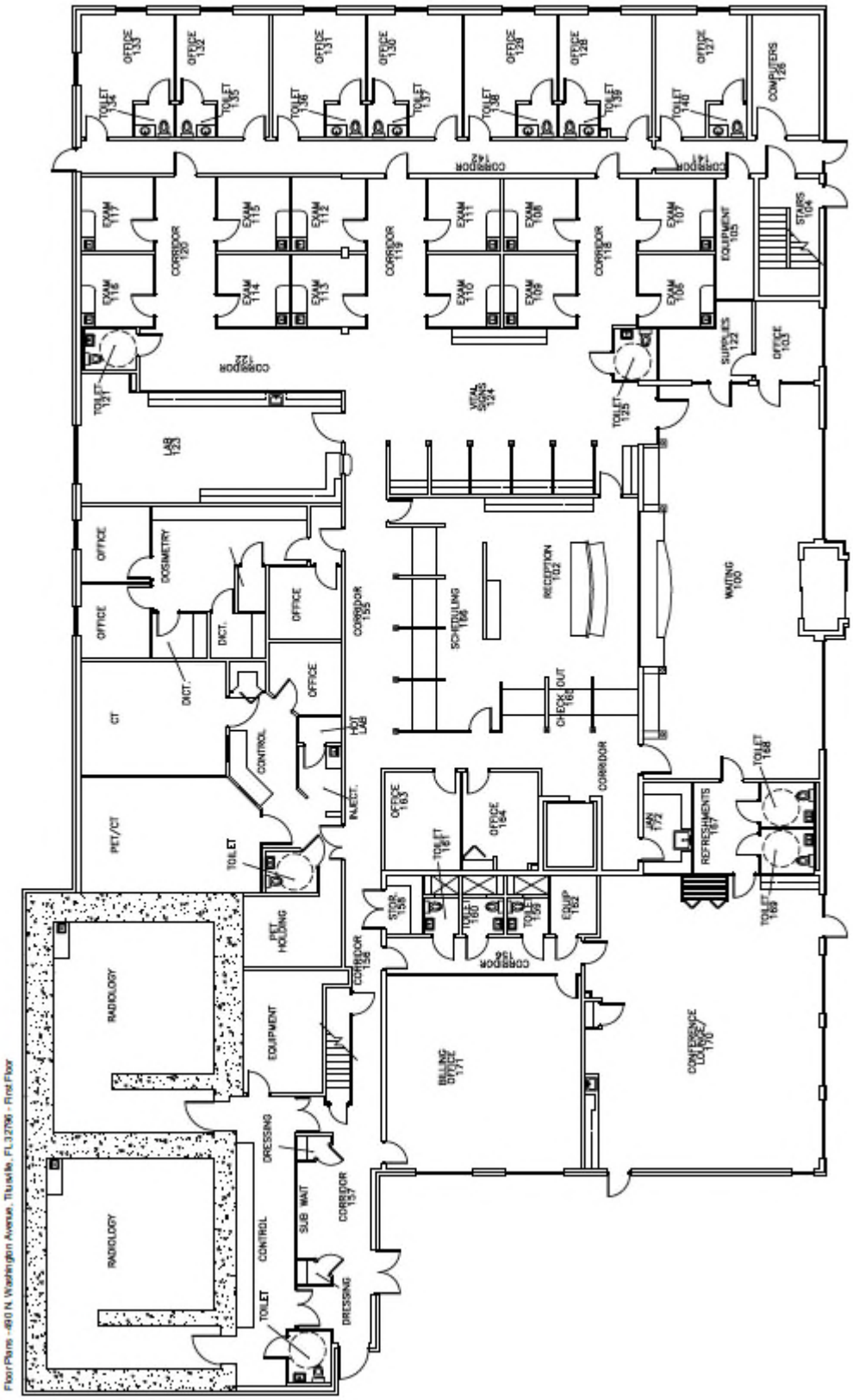


EXHIBIT A-2 - FLOOR PLAN OF THE PREMISES



[DOES NOT SHOW SECOND FLOOR SUBLEASE SPACE]

Second Floor

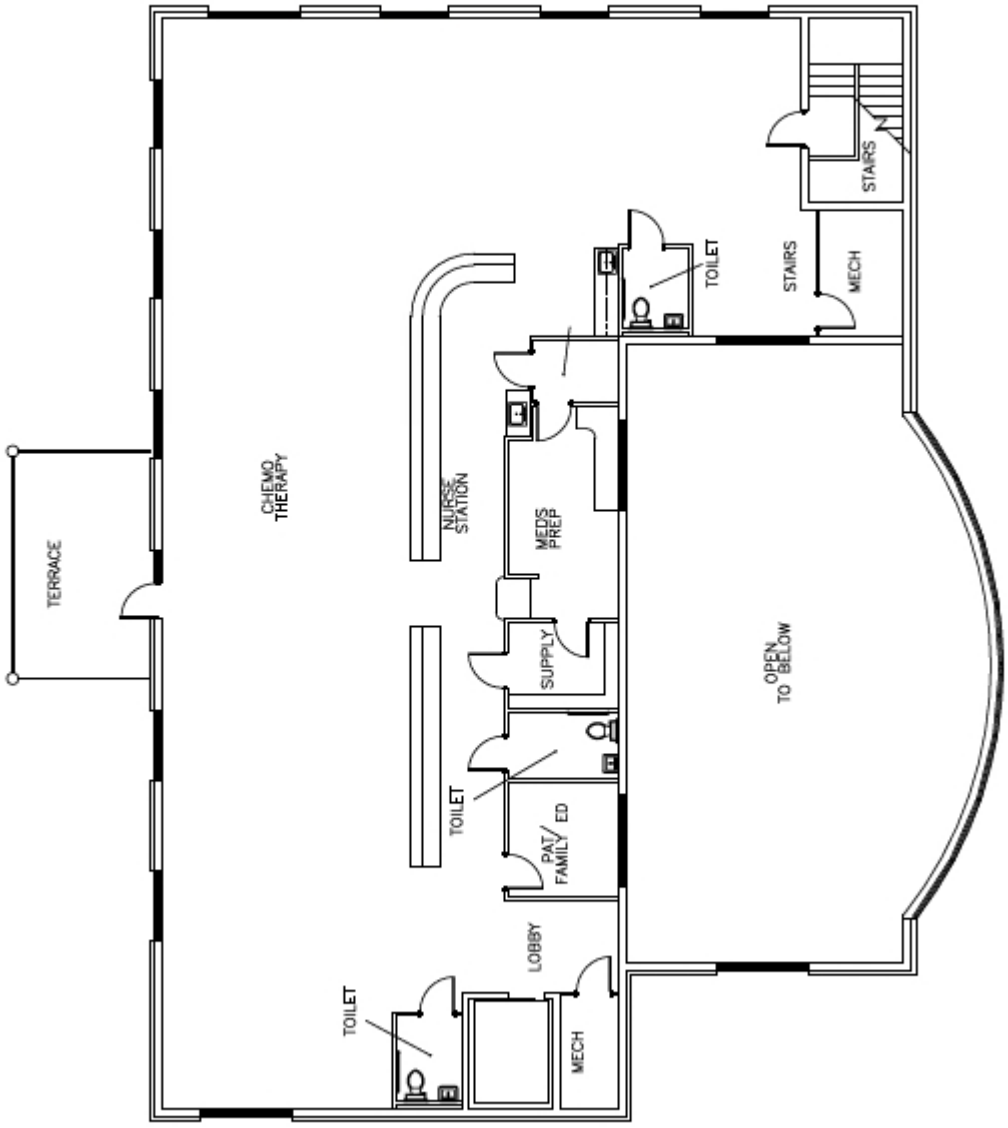


EXHIBIT B

RENT SCHEDULE

Lease Period		Premises Square Footage	Annual Base Rent Rate	Annual Base Rent Rate Increase	Annual Base Rent	Monthly Base Rent Installment
From:	To:					
8/8/2025	8/31/2025	23,870.02	$43.00		$66,220.08	$66,220.08
9/1/2025	8/31/2026	23,870.02	$43.00		$1,026,410.88	$85,534.24
9/1/2026	8/31/2027	23,870.02	$44.29	3.00%	$1,057,203.24	$88,100.27
9/1/2027	8/31/2028	23,870.02	$45.62	3.00%	$1,088,950.32	$90,745.86
9/1/2028	8/31/2029	23,870.02	$46.99	3.00%	$1,121,652.24	$93,471.02
9/1/2029	8/31/2030	23,870.02	$48.40	3.00%	$1,155,309.00	$96,275.75
9/1/2030	8/31/2031	23,870.02	$49.85	3.00%	$1,189,920.48	$99,160.04
9/1/2031	8/31/2032	23,870.02	$51.35	3.00%	$1,225,725.48	$102,143.79
9/1/2032	8/31/2033	23,870.02	$52.89	3.00%	$1,262,485.32	$105,207.11
9/1/2033	8/31/2034	23,870.02	$54.48	3.00%	$1,300,438.68	$108,369.89
9/1/2034	8/31/2035	23,870.02	$56.11	3.00%	$1,339,346.88	$111,612.24
9/1/2035	8/31/2036	23,870.02	$57.79	3.00%	$1,379,448.48	$114,954.04
9/1/2036	8/31/2037	23,870.02	$59.52	3.00%	$1,420,743.60	$118,395.30
9/1/2037	8/31/2038	23,870.02	$61.31	3.00%	$1,463,470.92	$121,955.91
9/1/2038	8/31/2039	23,870.02	$63.15	3.00%	$1,507,391.76	$125,615.98
9/1/2039	8/31/2040	23,870.02	$65.04	3.00%	$1,552,506.12	$129,375.51
9/1/2040	8/31/2041	23,870.02	$66.99	3.00%	$1,599,052.68	$133,254.39
9/1/2041	8/31/2042	23,870.02	$69.00	3.00%	$1,647,031.44	$137,252.62
9/1/2042	8/31/2043	23,870.02	$71.07	3.00%	$1,696,442.28	$141,370.19
9/1/2043	8/31/2044	23,870.02	$73.20	3.00%	$1,747,285.44	$145,607.12
9/1/2044	8/31/2045	23,870.02	$75.40	3.00%	$1,799,799.48	$149,983.29

EXHIBIT C

RULES AND REGULATIONS

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors, or halls, shall not be obstructed or encumbered by any Tenant or used for any purpose other than ingress and egress to and from the Premises.

2. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the Tenant who, or whose servants, employees, agents, visitors or licensees, shall have caused the same.

3. No bicycle or other vehicle, and no dog or other animal (except ADA permitted service animals) shall be allowed in offices, halls, corridors, or elsewhere in the Building.

4. Tenant shall not cause or permit unusual or objectionable odor to be produced upon or permeate from the Premises. Tenant shall not disturb any occupants of this or neighboring buildings or premises by the use of any musical instruments, radio, television, loudspeaker, or by any disturbing noise in violation of code requirements.

5. All loading, unloading, receiving or delivery of goods, supplies or disposal of garbage or refuse shall be made only through entry ways provided for such purposes and indicated by Landlord.

6. Tenant shall be responsible for any damage to the Building or the property of its tenants or others and injuries sustained by any person whomsoever resulting from the use or moving of articles in or out of the Premises, and shall make all repairs and improvements required by Landlord or governmental authorities in connection with the use or moving of such articles.

7. Canvassing, soliciting, and peddling in the Building is prohibited and each Tenant shall cooperate to prevent the same.

8. Where the word “Tenant” occurs, it is understood and agreed that it shall mean Tenant’s associates, agents, clerks, employees and visitors. Wherever the word “Landlord” occurs, it is understood that it shall mean Landlord’s assigns, agents, clerks, employees, and visitors.

9. Landlord shall have the right, upon 48 hours’ notice except in the event of an emergency, when no notice will be required, to enter upon the Premises during normal business hours for the purpose of inspecting the same, showing the same to prospective purchasers, appraisers, lenders, or tenants, and making such alterations, repairs, improvements, or additions to the Premises as Landlord may reasonably deem necessary. All such activities of Landlord shall be without abatement of Rent or liability to Tenant, except as otherwise provided in the Lease.

10. Tenant shall not permit any person in its employ or otherwise to smoke or use tobacco, marijuana or other similar products in the Building or Common Areas at any time.

EXHIBIT D

FORM OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

PREPARED BY AND RETURN TO:
Jay Wettach, ESQUIRE
ZIMMERMAN, KISER
& SUTCLIFFE, P.A.
Post Office Box 3000
Orlando, Florida 32802

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (hereinafter referred to as the "**Agreement**"), made and entered into this ____ day of August, 2025, by and among SAMSARA PROPERTY, LLC (hereinafter referred to as the "**Owner**"), SOUTHSTATE BANK, N.A., a national association (hereinafter referred to as the "**Lender**") and NORTH BREVARD COUNTY HOSPITAL DISTRICT, d/b/a PARRISH MEDICAL CENTER (hereinafter referred to as the "**Tenant**").

R E C I T A L S:

A. The Owner owns all right, title and interest in that certain real property being, lying and situate in Brevard County, Florida, and more particularly described as set forth on **Exhibit "A"** attached hereto and by this reference made a part hereof as (the "**Property**"); and

B. Tenant is the owner and holder of a lease made by the Owner to the Tenant dated the ____ day of August, 2025 (the "**Lease**"), whereby the Tenant has agreed to lease the Property described on **Exhibit "A"** (the "**Leased Premises**") which is all of the Property; and

C. A mortgage and security agreement has or will be given by the Owner to the Lender (the "**Mortgage**") for the purpose of securing a loan by Lender to Owner, which Mortgage is secured, in part, by the Property; and

D. It is the desire and intention of the parties hereto to subordinate the operation of the Lease for the full term thereof to the lien and operation of the Mortgage, so that the Mortgage shall and will become a lien upon the Leased Premises and the Lease will be unconditionally subordinated thereto in every manner whatsoever, on the terms and conditions described herein.

NOW, THEREFORE, the parties hereto intending to be legally bound hereby, for and in consideration of the mutual covenants contained herein, the sum of Ten and No/100 Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Recitals. All of the above Recitals are hereby incorporated herein by reference and are made a part hereof.

2. Subordination. The Lease, together with all rights, options, liens and charges created thereby, is and shall be junior, inferior, subject and unconditionally subordinate in each and every respect to the lien, operation and effect of the Mortgage (and all other documents executed in conjunction with the loan transaction evidenced thereby) and to any and all advancements made thereunder and to any renewals, modifications, consolidations, replacements, additional advances, future advances and extensions thereof.

3. Non-Disturbance. The Lender does hereby agree with the Tenant that, so long as the Tenant complies with the terms, conditions and covenants of the Lease and performs its obligations under the Lease, (a) the Lender will take no action which will interfere with or disturb the Tenant's possession or lawful use of the Leased Premises or other rights under the Lease, and (b) in the

event the Lender becomes the owner of the Property by foreclosure, conveyance in lieu of foreclosure or otherwise, the Property shall be subject to the Lease and the Lender shall recognize the Tenant as a tenant on the Property for the remainder of the term (and any renewal terms) of the Lease in accordance with the provisions thereof; provided, however, that the Lender shall not be liable for any act or omission of any prior landlord, or subject to any offsets or defenses which the Tenant might have against any prior landlord, nor shall the Lender be bound by any rent or additional rent which the Tenant might have paid for more than the current month and one additional month to any prior landlord nor shall it be bound by any amendment or modification of the Lease made without its written consent.

4. Attornment. The Tenant does hereby agree with the Lender that, in the event the Lender becomes the owner of the Property by foreclosure, conveyance in lieu of foreclosure or otherwise, then the Tenant shall attorn to and recognize the Lender (its designees, assigns, or successor owner of the Property) as the landlord under the Lease for the remainder of the term thereof, and the Tenant shall perform and observe its obligations thereunder, subject only to the terms and conditions of said Lease. The Tenant further covenants and agrees to execute and deliver upon request of the Lender, or its successors or assigns, an appropriate agreement of attornment to any subsequent title holder of the Property.

5. Notices Under Lease. So long as the Mortgage remains outstanding and unsatisfied, the Tenant shall deliver to the Lender, at the address and in the manner hereinbelow provided, a copy of all default notices permitted or required to be given to the landlord by the Tenant under and pursuant to the terms and provisions of the Lease. At any time before the rights of the landlord shall have been forfeited or adversely affected because of any default of the landlord, or within the time permitted the landlord for curing any default under the Lease as therein provided, the Lender may, but shall have no obligation to, pay any taxes and assessments, make any repairs and improvements, make any deposits or do any other act or thing required of the landlord by the terms of the Lease; and all payments so made and all things so done and performed by the Lender shall be as effective to prevent the rights of the landlord from being forfeited or adversely affected because of any default under the Lease as the same would have been if done and performed by the landlord.

6. Assignment of Lease. The Tenant acknowledges that the Owner may execute and deliver to the Lender an assignment of the Lease and any guaranty thereof as security for the loan which the Mortgage secures, and the Tenant hereby expressly consents to any such assignment and agrees to pay any rents under the Lease directly to Lender upon Lender's Notice to Tenant to make payments directly to Lender or at the direction of Lender. The Owner hereby authorizes and directs the Tenant (upon written direction to Tenant by the Lender) to pay the above sums directly to the Lender, or at the direction of Lender and agrees to hold Tenant harmless for any monies so paid directly to or at the direction of the Lender. Tenant agrees that neither Lender's demanding or receiving any such payments, nor Lender exercising any other right, remedy, privilege, power, or immunity granted by the Mortgage (or other documents executed in conjunction therewith), will operate to impose any liability upon Lender or performance of any obligation of Owner under the Lease unless and until Lender elects otherwise in writing and for only such period (after such election by the Lender) as Lender is in possession.

7. Estoppel. The Owner and the Tenant hereby certify to the Lender that the Lease is in full force and effect; that the Lease and any modifications and amendments specified herein or therein are a complete statement of the agreement between the Owner and the Tenant with respect to the leasing of the Premises, and the Lease has not been modified or amended except as specified herein; that to the knowledge of the Owner and the Tenant, no party to the Lease is in default thereunder; that no rent under the Lease has been paid more than one (1) month in advance of its due date; that the Tenant, as of this date, has no charge, lien or claim of offset under the Lease, or otherwise, against the rents or other charges due or to become due thereunder; the Tenant's interest in the Lease has not been conveyed, assigned, hypothecated or mortgaged and Tenant is not involved in any bankruptcy, reorganization arrangement or insolvency proceedings.

8. Notices. Any and all notices, elections or demands permitted or required to be made under this Agreement shall be in writing, signed by the party giving such notice, election or demand and will be deemed delivered or made upon the earlier of actual receipt if sent by overnight courier or hand delivered or three (3) days after same is mailed by registered or certified mail, return receipt requested, with sufficient postage affixed, and addressed to the parties as follows:

Lender is: **«LENDERSNAME»**
«LENDERSTREETADDRESS»
«LENDERCITYSTATEZIPCODE»

Owner is: Samsara Property, LLC
Attention: Phillip Pidgeon
455 ALT 19 South
Palm Harbor, Florida 34683

Tenant is: North Brevard County Hospital District, d/b/a Parrish Medical Center
Attention: President
951 Washington Ave.
Titusville, Florida 32796

Such addresses may be changed by notice pursuant to this paragraph; but notice of change of address is effective only upon receipt. Each party jointly and severally agrees that it will furnish the other parties with copies of all notices relating to the Lease.

9. Binding Effect. This Agreement shall be binding upon all the parties hereto, their heirs, successors and assigns and all of those holding title under any of them, and the pronouns herein shall include, where appropriate, either gender or both, singular and plural.

10. Non-Waiver. No indulgence, waiver, election or non-election by the Lender under the Mortgage or any other loan documents associated with the Mortgage shall affect this Agreement.

11. Modification of Agreement. The parties hereby agree that this document contains the entire agreement between the parties, and this Agreement shall not be modified, changed, altered or amended in any way except through written amendments signed by all of the parties hereto

12. Governing Law; Venue. It is agreed that the laws of the State of Florida shall govern the construction and interpretation of this Agreement and the rights and obligations set forth herein. Venue shall be in the appropriate court located in Brevard County, Florida.

13. Attorneys' Fees. In the event of any legal or equitable action, including any appeals or bankruptcy proceedings, which may arise hereunder between or among the parties hereto, the prevailing party shall be entitled to recover its costs and its reasonable attorneys' fees and paralegals' fees.

14. Severance. The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof.

15. Exculpation. In the event the Lender or any affiliate of the Lender (for purposes of this paragraph the term "**Lender**" shall include any corporation or partnership owned or controlled by the Lender) acquires title to the Leased Premises and succeeds to the interest of Owner under the Lease, then, anything in the Lease to the contrary notwithstanding, Lender shall have no personal liability for any damages resulting from landlord's prior default under the terms of this Lease which arose prior to the date Lender acquired title to the Leased Premises, and Tenant agrees that it shall look solely to the estate and interest of the Lender in the Leased Premises for the collection of any judgment (or other judicial process) requiring the payment of money by Lender in the event of any default or breach by Lender with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Lender, and no other assets of the Lender shall be subject to levy, execution or other procedures for the satisfaction of Tenant's remedies.

16. Prevailing Clause. The Tenant agrees that any and all right of first refusal or rights to purchase, if any, to purchase any portion or all of the Property granted to it under the Lease is and are in all manner and respect unconditionally subordinate and inferior to the Mortgage and other Loan Documents in favor of Lender, but Lender agrees to recognize and adhere to all terms of the Lease, including but not limited to, Tenant's rights to purchase the Property pursuant to a right of first refusal.

17. Counterparts. This Agreement may be executed in one or more duplicate counterparts, and by the exchange of signature pages via facsimile transmission or electronic signature and e-mail transmission, and each such counterpart, whether containing originals or facsimiles, or electronic signatures of the parties' signatures, shall, upon the execution thereof by all parties hereto, be deemed to be an original, but all of which, taken together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS NEXT.]

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be duly executed as of the day and year, first above written.

"**TENANT**"

NORTH BREVARD COUNTY HOSPITAL DISTRICT, d/b/a PARRISH MEDICAL CENTER, a political subdivision of the State of Florida

By: _____
Name: _____
Title: _____
Dated: _____, 2025

"**OWNER**"

SAMSARA PROPERTY, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____
Dated: _____, 2025

"LENDER"

SOUTHSTATE BANK, N.A.
a national association

By: _____
CRAIG POLEJES
Senior Vice President

EXHIBIT A
Legal Description of Property

PARCEL 1:

The West 260 feet of the East 280 feet of the Southeast 1/4, lying South of U.S. Highway No. 1 and North of the Plat of E.H. RICES ADDITION TO TITUSVILLE, recorded in Plat Book 1, Page 6, Section 33, Township 21 South, Range 35 East, Brevard County, Florida. LESS AND EXCEPT the South 215 feet.

AND

The South 215 feet of the North 334.58 feet of the West 260 feet of the East 280 feet of the Southeast 1/4 of the Southeast 1/4 of Section 33, Township 21 South, Range 35 East, Brevard County, Florida.

AND

PARCEL 2:

Lots 13 and 14, Block 1, BRYAN-HELLER ESTATES, according to the plat thereof, as recorded in Plat Book 10, Page 89, of the Public Records of Brevard County, Florida.

EXHIBIT E

FORM OF MEMORANDUM OF LEASE

This instrument prepared by and
return to:
Paul S. Quinn, Jr., Esq.
GrayRobinson, P.A.
301 E. Pine Street, Suite 1400
Orlando, FL 32801

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "**Memorandum**") is made this ___ day of August, 2025 by and between **SAMSARA PROPERTY, LLC**, a Florida limited liability company ("**Landlord**"), whose address is: Attention: Phillip Pidgeon, 455 ALT 19 South, Palm Harbor, Florida 34683, and **NORTH BREVARD COUNTY HOSPITAL DISTRICT, d/b/a PARRISH MEDICAL CENTER**, a political subdivision of the State of Florida ("**Tenant**"), whose address is: Attention: President, 951 Washington Ave., Titusville, Florida 32796.

RECITALS:

Whereas, Landlord and Tenant entered into that certain Lease dated August 8, 2025 (the "**Lease**"). The Premises under the Lease include the improvements and real property located at 490 N. Washington Avenue, Titusville, Florida 32797 and a vacant lot located on N. DeLeon Avenue (with no assigned physical address), and are more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "**Premises**").

Whereas, Landlord has agreed to Lease the Premises to Tenant on the terms and conditions of the Lease described herein, and the parties hereby desire to place third parties on notice of certain provisions of the Lease as set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The above Recitals are true and correct and are incorporated herein by reference.

2. Lease. Landlord and Tenant have entered into the Lease for the Premises.

3. Terms. The parties desire to record this Memorandum. All terms with capitalized initials used in this Memorandum and not otherwise defined shall have the meaning ascribed to them in the Lease.

4. Notice address of Landlord. The name and address of the Landlord is:

Samsara Property, LLC
Attention: Phillip Pidgeon
455 ALT 19 South
Palm Harbor, Florida 34683

With a copy to:

Milgrim Law Group
Attn: Edward Milgrim, Esq.
3216 Corrine Drive
Orlando, FL 32803

5. Notice address of Tenant. The name and address of the Tenant is:

North Brevard County Hospital District, d/b/a Parrish Medical Center
Attention: President
951 Washington Ave.
Titusville, Florida 32796

With a copy to:

GrayRobinson, P.A.
Attention: William A. Boyles, Esq.
301 E. Pine Street, Suite 1400
Orlando, Florida 32801

6. Premises being Leased. Landlord is leasing to Tenant, and Tenant is leasing from Landlord the Premises.

7. Effective Date. The Effective Date of the Lease is August 8, 2025.

8. Commencement Date. The commencement date of the Lease is August 8, 2025 (the "**Commencement Date**").

9. Term. The Initial Term of the Lease begins on the Commencement Date and ends on August 31, 2045.

10. Options to Renew. Subject to the terms of the Lease, the Tenant has two (2) successive rights and options to extend the Initial Term of the Lease, with each such option being for a term of five (5) years.

11. Exclusive Use. The Lease provides in Section 4.4:

> Exclusive Use. From and after the Effective Date, during the Term, provided Tenant is not in default beyond any applicable notice and cure period, Landlord shall not lease, or permit the leasing of, any space within the Building (other than the Premises) and any other property owned or leased by Landlord or its principals or its affiliates within ten (10) miles of the Premises, for the offering of medical oncology, radiation oncology and an infusion center (and attendant ancillary services that are required in order to support each of these services) ("**Tenant's Exclusive Use**"). Tenant's Exclusive Use shall terminate anytime Tenant ceases to operate the Premises for Tenant's Exclusive Use for a period in excess of one year except if the Tenant is not able to operate due to destruction of the Premises, force majeure, or eminent domain.
>
> In the event Tenant's Exclusive Use is violated, then Tenant shall provide written notice to Landlord, who shall then have a twenty (20) day period to cure such violation. If the violation is not cured by Landlord within such cure period, then Base Rent payable hereunder shall abate during the period of such violation. In the event the violation of Tenant's Exclusive Use continues for six (6) months, then Tenant shall have the right, within one (1) year from the date on which

such violation commenced (unless the violation has been cured), to terminate this Lease upon thirty (30) days written notice to Landlord in which event all further obligations under the Lease shall terminate on the date which is thirty (30) days after the date of Tenant's termination notice, in which event all further obligations under this Lease shall terminate on the date specified in Tenant's notice, Landlord and Tenant shall be released from any and all liability thereafter accruing hereunder (other than those that survive the termination of this Lease), and any Rent paid in advance by Tenant shall be refunded to Tenant within thirty (30) days after termination of this Lease.

12. Right of First Refusal to Purchase. Subject to the terms of the Lease, the Tenant has a right of first refusal to purchase the Premises.

13. No Construction Liens. The Lease provides in Section 7.1:

Liens. Tenant shall keep the Premises free from any liens, including but not limited to construction liens. If any lien is filed against the Landlord's interest in the Premises for work claimed to have been done for or material claimed to have been furnished to Tenant, Tenant shall cause such lien to be discharged or bonded over of record within thirty (30) days after Tenant received notice of its filing. Further, Tenant shall not encumber its leasehold interest in the Premises and/or this Lease without the prior written consent of Landlord.

The interest of Landlord in the Premises will not be subject in any way to any liens, including any lien rights under Chapter 713, Florida Statutes, for improvements to or other work performed to the Premises by or on behalf of Tenant. Tenant has no power or authority to create any lien or permit any lien to attach to the present estate, reversion, or other interest of the Landlord in the Premises. All mechanics, materialmen, contractors, laborers, artisans, suppliers, and other parties contracting with Tenant, its representatives or contractors with respect to the Premises are hereby given notice that they must look solely to the Tenant to secure payment for any labor, services or materials furnished or to be furnished to Tenant, or to anyone holding any of the Premises through or under Tenant during the term of this Lease. The foregoing provisions are made with express reference to Section 713.10, Florida Statutes. Tenant shall notify every contractor making improvements to the Premises that the interest of the Landlord in the Premises shall not be subject to liens for improvements to or other work performed with respect to the Premises by or on behalf of Tenant. Nothing contained in this Lease shall authorize Tenant to do any act which may create or be the foundation for any lien, mortgage or other encumbrance upon the reservation or other estate of Landlord, or of any interest of Landlord in the Premises or any improvements thereof; it is agreed that should Tenant cause any alterations, changes, additions, improvements or repairs to be made in the Premises, or cause materials to be furnished or labor to be performed therein, neither Landlord nor the Premises shall, under any circumstances, be liable for the payment of any expenses incurred or for the value of any work done or material furnished to the Premises or any part thereof. All such alterations, changes, additions, improvements, repairs, materials and labor shall be at Tenant's expense and Tenant shall be solely and wholly responsible to contractors, laborers and material men furnishing labor and materials to the Premises, or any part thereof. To the extent required by Florida Statutes Chapter 713, with the understanding that certain governmental property may not be subject to Chapter 713, and prior to commencement of any work on the Premises for which a Notice of Commencement is required pursuant to Chapter 713, Florida Statutes (or its successor), Tenant shall record such a notice in the Public Records of the County, identifying Tenant as the party for whom such work is being performed, summarizing and memorializing the terms of this Article, and requiring the service of copies of all notices, liens or claims of lien upon Landlord; and Tenant shall simultaneously therewith transmit a copy of said notice to Landlord. In addition to the

foregoing, Landlord shall have the right (but not the obligation) to record a notice in the Public Records of the County in accordance with Section 713.10, Florida Statutes (or its successor).

14. Effect of Memorandum. The purpose of this Memorandum is to give notice of the Lease and of the rights created thereby, all of which are hereby confirmed. This Memorandum does not set forth the entire Lease but is only intended to give notice thereof. The provisions set forth in the written Lease are hereby incorporated by reference into this Memorandum. Nothing contained herein shall be deemed to in any way to amend, modify or supersede the terms of the Lease, which terms remain in full force and effect. In the event of any conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall prevail.

15. Governing Law. The Lease shall be governed by and construed in accordance with the laws of Florida.

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

[Signature Pages Follow]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Memorandum as of the date first set forth above.

LANDLORD:

SAMSARA PROPERTY, LLC, a Florida limited liability company

By: _____
Phillip Pidgeon, Manager

STATE OF FLORIDA)
COUNTY OF _____)

On this ___ day of August, 2025, before me by means of (check one box) [X] physical presence or [ ] online notarization the undersigned Notary Public, personally appeared Phillip Pidgeon, the Manager of Samsara Property, LLC, a Florida limited liability company, who is ☐ personally known to me or ☐ provided _____ _____ as identification, and proved to me on the basis of satisfactory evidence, to be the person whose names is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

_____
Signature of Notary Public

_____
Printed name of Notary

Place Notary Seal and/or Stamp Above

Commission Number: _____
My Commission Expires _____

[SIGNATURE PAGE TO MEMORANDUM OF LEASE]

TENANT:

NORTH BREVARD COUNTY HOSPITAL DISTRICT, d/b/a PARRISH MEDICAL CENTER, a political subdivision of the State of Florida

By: _____
George Mikitarian, President/CEO

STATE OF FLORIDA)
)
COUNTY OF BREVARD)

On this ___ day of August, 2025, before me by means of (check one box) [X] physical presence or [ ] online notarization the undersigned Notary Public, personally appeared George Mikitarian, the President/CEO of North Brevard County Hospital District, d/b/a Parrish Medical Center, a political subdivision of the State of Florida, who is ☐ personally known to me or ☐ provided _____ _____ as identification, and proved to me on the basis of satisfactory evidence, to be the person whose names is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

_____
Signature of Notary Public

_____
Printed name of Notary

Place Notary Seal and/or Stamp Above

Commission Number: _____
My Commission Expires _____

[SIGNATURE PAGE TO MEMORANDUM OF LEASE]

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PREMISES

PARCEL 1:

The West 260 feet of the East 280 feet of the Southeast 1/4, lying South of U.S. Highway No. 1 and North of the Plat of E.H. RICES ADDITION TO TITUSVILLE, recorded in Plat Book 1, Page 6, Section 33, Township 21 South, Range 35 East, Brevard County, Florida. LESS AND EXCEPT the South 215 feet.

AND

The South 215 feet of the North 334.58 feet of the West 260 feet of the East 280 feet of the Southeast 1/4 of the Southeast 1/4 of Section 33, Township 21 South, Range 35 East, Brevard County, Florida.

AND

PARCEL 2:
Lots 13 and 14, Block 1, BRYAN-HELLER ESTATES, according to the plat thereof, as recorded in Plat Book 10, Page 89, of the Public Records of Brevard County, Florida.

EXHIBIT F

PERMITTED TITLE EXCEPTIONS

1. Reservation of Road Right of Way in favor of the State of Florida by and through the Trustees of the Internal Improvement Trust Fund as set forth in the Deed recorded September 15, 1943, in Deed Book 262, Page 104, Public Records of Brevard County, Florida.

2. Easement in favor of Florida Power & Light Company recorded November 13, 2007, in Official Records Book 5825, Page 368, Public Records of Brevard County, Florida.

3. Easement for utility installation and maintenance as set forth and reserved in Deed Book 382, Page 65, Public Records of Brevard County, Florida.

4. Matters as shown on that certain ALTA/NSPS Land Title Survey dated September 19, 2024, fieldwork completed on August 23, 2024, prepared by John R. Campbell of John R. Campbell Surveying LLC as Project No. 2024-206 as follows:

<u>As to Parcel 1 only:</u>

(a) Entry pad encroachment along the Northerly boundary of subject property (as to Parcel 1);

(b) asphalt driveway crossing the property line on the north and east boundaries of the Property;

(c) one 18-inch underground reinforced concrete pipe crosses the property line on the southern boundary;

(d) Two FP&L utility boxes encroaching out of the FP&L easement and into the property;

(e) Dumpster pad, two block walls, and two ballards encroaching into FP&L easement;

(f) The following utility and service installations without the benefit of a recorded easement: retention pond, 6 drain inlets, 6’ PVC drain, MES pipe grate and storm inlet wier & skimmer; and

(g) Phone riser, phone service, electrical utility box, back flow meters, sanitary sewer manhole, water valves, force main, fire hydrant and fire direct connect without the benefit of a recorded easement.

<u>As to Parcel 2 only:</u>

(a) Fence located 0.8 feet north of corner at northwestern corner of the property and 1.0 feet north of corner at southwestern corner of the property (ownership of fence unknown);

(b) concrete apron and parking lot crosses property line bordering N. Deleon Avenue; and

(c) Fence and parking lot within 5’ utility easement recorded in Deed Book 382, Page 65.

EXHIBIT "D"

[ATTACH FAIR MARKET RENT APPRAISAL]

TUTTLE ARMFIELD WAGNER
APPRAISAL & RESEARCH, INC.

REAL ESTATE APPRAISAL REPORT
OF AN COMPREHENSIVE CANCER CARE CENTER
LOCATED AT:
490 N. WASHINGTON AVE. ,
TITUSVILLE, BREVARD COUNTY FL 32796

Prepared For:
Mr. George Mikatarian,
President
North Brevard County Hospital District,
d/b/a Parrish Medical Center
951 Washington Ave.
Titusville, FL 32796

And

Mr. David Diamond, M.D.
Agora Property, LLC.
483 N. Semoran Blvd., Suite 107
Winter Park, FL 32792

Effective Date of the Appraisal:
August 12, 2024

Date of the Report:
August 23, 2024

Prepared by:
TUTTLE-ARMFIELD-WAGNER APPRAISAL & RESEARCH, INC.
Matthew Jehs, MAI, State Certified General Real Estate Appraiser RZZ2806
Shane Reed, State Registered Trainee Appraiser RI25267

File Name: CM24-0938

Tuttle-Armfield-Wagner Appraisals & Research, Inc.
412 E. New Haven Avenue, Melbourne, FL 32901

Matthew W. Jehs, MAI, Cert Gen RZ2806
Email: taw@t-a-w.com
Phone: (321) 723-7010

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Email: tawres@t-a-w.com
Fax: (321) 723-4375

August 23, 2024

Mr. George Mikatarian,
North Brevard County Hospital District, d/b/a
Parrish Medical Center
951 Washington Ave.
Titusville, FL 32796

And

Mr. David Diamond, M.D.
Agora Property, LLC.
483 N. Semoran Blvd., Suite 107
Winter Park, FL 32792

Re: Real Estate Appraisal Report
Comprehensive Cancer Care Center
490 N. Washington Ave. ,
Titusville, Brevard County, FL 32796
File Name: CM24-0938

At your request, we have prepared an appraisal for the above referenced property. The subject property is legally described in the accompanying report, of which this letter is hereby made a part of and incorporated therein. This report is for your exclusive use and we are not responsible for any unauthorized use.

This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). It presents a discussion of the data, reasoning, and analyses that were used in the appraisal process to develop the opinion of value. Additional supporting documentation concerning the data, reasoning, and analyses is retained in our file.

The subject is a two-story comprehensive cancer care center located in Titusville. The facility contains two large radio therapy vaults with 1,986.50 SF of combined GBA (29'x68.5'), along with PET/CT scanning room, a CT room, 13 smaller private offices, 7 of which contain private bathrooms, two larger multi-user offices for Dosimetry and Insurance/Billing, 12 exam rooms with plumbing, a total of 19 bathrooms, and 38 chemo treatment beds with phone chargers and data outlets on the second floor. There are two 250kw diesel backup generators, and the facility is fully sprinklered.

The property is further identified as 490 N. Washington Ave. , Titusville, Brevard County, FL 32796 and Brevard County Property Appraiser Parcel ID 21-35-33-00-792.

At the request of the client, the purpose of this appraisal is to estimate the Current Market Value of the rental space of the subject property in its “As Is” condition, effective August 12, 2024.

This letter of transmittal is not an appraisal report; however, the attached report sets forth the data, research, and analyses that support our value conclusions. Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Extraordinary Assumptions, we have made the following value conclusions:

Rent Ranges by Space Type - 15 Year Term					
Space Type	**Size**	**Units**	**Low**	**High**	**Average**
LINAC/Imaging	5,987	1	$55.79	$65.79	$60.79
General Medical & Infusion	16,612	1	$24.79	$34.79	$29.79
Overall/Blended Rate	**22,599**	**1**	**$33.00**	**$43.00**	**$38.00**

Additionally: Once the term exceeds 15-years, there is no material impact on lease rate attributable to a longer term. These are special purpose properties with extremely expensive buildouts with highly technical regulatory requirements, as such we have seen limited evidence that landlords are willing to contribute significantly to either buildout costs for existing radiotherapy centers, or retrofit a building for similar uses. Typically, buildings of this type are built-to-suit by the intended user. 3% is the dominant escalation term when such buildings are leased to third party users, or sold in a sale-leaseback transaction.

Please reference Page 7 of this report for important information regarding the Limiting Conditions and Assumptions; Page 10 for Extraordinary Assumptions, and Page 16 for scope of research and analysis for this appraisal, including property identification, inspection, highest and best use analysis and valuation methodology.

Acceptance of this report constitutes an agreement with these conditions and assumptions. We certify that we have no present or contemplated future interest in the property beyond this estimate of value. The appraiser has performed a prior service regarding the subject within three years prior to the date of engagement for this appraisal. The most recent report was prepared for current ownership, with a report date of 4/9/2021.

The intended users are North Brevard County Hospital District, d/b/a Parrish Medical Center and Agora Property, LLC., and this report is intended only for use by them in estimating the market value of the subject property. Parties who receive a copy of this report do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such at the time of the engagement for services.

We believe you will find this report to be self-explanatory; however, you are invited to contact us should you have any questions or require further information relative to this matter. We thank you for the opportunity to provide our professional services.

Respectfully submitted,

Tuttle-Armfield-Wagner Appraisal & Research, Inc.

Matthew W. Jehs, MAI
Cert Gen RZ2806

Shane Michael Reed
Trainee, RI25627

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Summary of Important Facts and Conclusions

Subject Summary	
Property Name	Cancer Treatment Center
Property Major Type	Office
Address	490 N. Washington Ave.
City	Titusville
County	Brevard
State	FL
Zip	32796
Tax ID	21-35-33-00-792
Owner	Health First Medical Group, LLC.
Land SF	97,139
Acres	2.23
Site Coverage Ratio	0.18
Zoning	OP - Office Professional
GBA	22,599
Rentable Area	22,599
Year Built	2008
Renovations	None Noted
No. of Buildings	1
No. of Stories	2
Construction	Concrete Block/Reinforced Concrete
Quality	Average
Condition	Above Average
Design Appeal	Above Average

Intended Use and Users
Intended Use
The client will rely upon this appraisal for internal use, including but not limited to, rendering a decision relative to purchase of all or a portion of the property rights of the subject property.
Intended Users
Intended user of the report is specifically identified as the client(s) and it's successors/assigns. Parties who receive a copy of this report do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such at the time of the engagement for services.

Real Estate Assessment and Taxes					
Tax ID	**Total Assessment**	**Tax Rate**	**Base Taxes**	**Special Assessments**	**Total Parcel Taxes**
21-35-33-00-792	$3,641,700	$0.018041	$65,699	$3,342	$69,040

Land Summary						
Parcel ID	Gross Land Area (Acres)	Gross Land Area (Sq Ft)	Usable Land Area (Acres)	Usable Land Area (Sq Ft)	Traffic Count	Access
21-35-33-00-792	2.23	97,139	2.23	97,139	21,670	Average

Building Summary							
Building Name/ID	Year Built	Condition	Gross Building	Rentable Area	Construction	Number of Units	Appeal and Appearance
Health First Cancer Center	2008	Above Average	22,599	22,599	Concrete Block/Reinforced Concrete	1	Above Average

Rent Ranges by Space Type - 15 Year Term					
Space Type	Size	Units	Low	High	Average
LINAC/Imaging	5,987	1	$55.79	$65.79	$60.79
General Medical & Infusion	16,612	1	$24.79	$34.79	$29.79
Overall/Blended Rate	**22,599**	**1**	**$33.00**	**$43.00**	**$38.00**

Limiting Conditions and Assumptions

1. Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.

2. The values given in this appraisal report represent the opinion of the signers as to the values as of the dates specified herein. Values of real estate are affected by an enormous variety of forces and conditions which will vary with future conditions, sometimes sharply within a short time. Responsible ownership and competent management are assumed.

3. This appraisal report covers the premises herein described only. Neither the figures herein nor any analysis thereof, nor any unit values derived therefrom are to be construed as applicable to any other property, however similar the same may be.

4. It is assumed that the title to said premises is good; that the legal description of the premises is correct; that the improvements are entirely and correctly located on the property; but no investigation or survey has been made, unless so stated.

5. The value given in this appraisal report is gross, without consideration given to any encumbrance, restriction or question of title, unless so stated.

6. Information as to the description of the premises, restrictions, improvements and income features of the property involved in this report is as has been submitted by the applicant for this appraisal or has been obtained by the signer hereto. All such information is considered to be correct; however, no responsibility is assumed as to the correctness thereof unless so stated in the report.

7. Possession of any copy of this report does not carry with it the right of publication, nor may it be used, or relied upon, for any purpose by anyone other than the client without prior written authorization of the client and identified as such herein, and in any event, only in its entirety. Parties who receive a copy of this report as a consequence of disclosure requirements applicable to our client do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such by our client at the time of engagement for services.

8. Neither all nor part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media, without the written consent of the author; particularly as to the valuation conclusions, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute, or to the SRA or MAI designations.

9. The appraiser herein, by reason of this report is not required to give testimony in court or attend hearings, with reference to the property herein appraised, unless arrangements have been previously made therefore.

10. The Contract for the appraisal of said premises is fulfilled by the signer hereto upon the delivery of this report duly executed.

11. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and zoning laws unless noncompliance is stated, defined and considered in the appraisal report. Necessary licenses, permits, consents, legislative or administrative authority from any local, state or Federal government or private entity are assumed to be in place or reasonably obtainable.

12. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors. The appraiser does not consider mineral rights.

13. All data relating to land sales, improved property sales, and comparable rentals used in this report are considered to be proprietary; that is, owned by Tuttle-Armfield-Wagner. It is provided to the client for use within this report only. Any other use or distribution of this data without the prior written consent of Tuttle-Armfield-Wagner is specifically prohibited.

14. An environmental assessment was not provided for use in this assignment. No evidence of contamination was observed during our inspection, nor did we note the presence of commonly known toxic chemicals/hazardous materials. Nonetheless, we are not qualified to inspect/evaluate a site for potential hazards or contamination. Therefore, lacking contrary information, we assume that no contamination or environmental hazards exist that would adversely affect the subject utility and/or market value. Accordingly, the market value estimate contained herein is based on the accuracy of this assumption (subject to verification via a current environmental assessment as conducted by a duly qualified environmental scientist or engineer).

15. There are no proposed judgments or pending or threatened litigation that could affect the value of the property.

16. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.

17. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.

18. The current purchasing power of the dollar is the basis for the value stated in our appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.

19. The value found herein is subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.

20. Information, estimates and opinions are verified where possible, but cannot be guaranteed. Maps and plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted.

21. Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.

22. It is assumed there are no encroachments, easements or other restrictions which would affect the subject property, unless otherwise stated.

23. This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.

24. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of this property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. In as much as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, we cannot comment on compliance to ADA. Given that compliance can change with each owner's financial ability to cure non-accessibility, the value of the subject does not consider possible non-compliance. Specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.

Extraordinary Assumptions

An assumption is a statement or condition which is presumed or assumed to be true and from which a conclusion can be drawn. An extraordinary assumption is an assumption which if found to be false could alter the resulting opinion or conclusion. We note that the use of the following Extraordinary Assumptions might have an effect on assignment results if later found out to be untrue or faulty.

Extraordinary Assumptions
Information was provided by the client. We assume any information provided by the client is accurate.

Identification of Subject

The subject is a two-story comprehensive cancer care center located in Titusville. The facility contains two large radio therapy vaults with 1,986.50 SF of combined GBA (29' x 68.5'), along with PET/CT scanning room, a CT room, 13 smaller private offices, 7 of which contain private bathrooms, two larger multi-user offices for Dosimetry and Insurance/Billing, 12 exam rooms with plumbing, a total of 19 bathrooms, and 38 chemo treatment beds with phone chargers and data outlets on the second floor. There are two 250kw diesel backup generators, and the facility is fully sprinklered.

The property is further identified as 490 N. Washington Ave. , Titusville, Brevard County, FL 32796 and Brevard County Property Appraiser Parcel ID 21-35-33-00-792, with Tax Account ID 2109411.

Purpose of the Appraisal

At the request of the client, the purpose of this appraisal is to estimate the Current 'As-Is' Market Value of the subject property for rental purposes, effective August 12, 2024.

Fair Market Value rental rates ensure compliance with the federal Physician Self-Referral Law ("**Stark Law**") and accompanying regulations. Specifically, the Lease must be "commercially reasonable," that the amounts paid under the Lease shall not be based on the "volume or value of referrals or other business generated for a party," and that the amounts paid under the Lease must be consistent with "fair market value" ("**FMV**").

The Final Rule defines fair market value as:

Fair market value for rental of office space is defined as "the value in an arms-length transaction of rental property for general commercial purposes (not taking into account its intended use), without adjustment to reflect the additional value the prospective lessee or lessor would attribute to the proximity or convenience to the lessor where the lessor is a potential source of patient referrals to the lessee, and consistent with the general market value of the subject transaction."

CMS noted that the nature of the transaction, the property's location, and other facts and circumstances may affect the parties' proper calculation of FMV. The compensation to be paid for FMV rent must not take into account any actual or anticipated volume or value of referrals.

For the Lease to be "commercially reasonable,"…"the particular arrangement furthers a legitimate business purpose of the parties to the arrangement and is sensible, considering the characteristics of the parties, including their size, type, scope, and specialty." Legitimate business purposes can include community need, access to health care services, the provision of charity care, and the improvement of quality and health outcomes.

CMS additionally noted with respect to the rental of office space, the price that rental property would bring at the time the parties enter into the rental arrangement as the result of bona fide bargaining between a well-informed lessor and lessee that are not otherwise in a position to generate business for each other is most appropriate.

Client

This appraisal report has been prepared for Mr. George Mikatarian, with North Brevard County Hospital District, d/b/a Parrish Medical Center located at 951 Washington Ave. Titusville, FL 32796, and Mr. David Diamond, M.D., with Agora Property, LLC. located at 483 N. Semoran Blvd., Suite 107 Titusville, FL 32792

Intended Use and User of Appraisal

Intended user of the report is specifically identified as the client(s) and its successors/assigns. Parties who receive a copy of this report do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such at the time of the engagement for services. The client will rely upon this appraisal for internal use, including but not limited to, rendering a decision relative to purchase of all or a portion of the property rights of the subject property.

This report is not intended for any other use or user. No one other than the named client or any other party not identified as an intended user should use or rely on this appraisal for any purpose. Such parties are advised to obtain an appraisal from an appraiser of their own choosing if they require an appraisal for their own use.

Existing Leases, Rentals or Use Agreements

The subject is currently owner occupied. There are no existing leases, rentals, or use agreements to report.

Owner of Record and Sales History

The Brevard County Property Appraiser's Record Card indicates current ownership is listed as Health First Medical Group, LLC. Based on Information obtained from the client, various recognized published data sources and/or the county assessor's records, the subject property ownership history has no prior sales in the last three years.

Subject Sale History	
Transaction Type	**Pending Contract**
Price	Unknown
Date	Unknown
Days on Market	Not Listed
Book/Page or Reference Doc.	Pending
Owner at time of Transaction	Health First Medical Group, LLC.
Grantor	Health First Medical Group, LLC.
Grantee	North Brevard County Hospital District, d/b/a Parrish Medical Center
Property Rights	Fee Simple
Financing	Unknown
Conditions of Sale	Legal Settlement
Legal Description	See Property Description Section
Verification Source	Property Contact
Comments	The property is currently under contract for sale at an unknown price. Discussions with the property contact indicate the transfer of ownership is in connection with a legal settlement between the parties to the transaction. We were not provided the contract for analysis or details of the transaction. We were, however, provided copies of the market value and market lease rate appraisals completed by an appraisal firm specializing in medical property appraisals. The prior appraisal estimate of property value was based on the fair market rent, for which we are providing a second opintion. As the contract price is unknown to us, we recommend any sale and/or partnership subsequent to the property transfer to Parrish be based upon a value reflective of the most credible market rent.

Some of the information contained within the Pending Contract description above was provided by the client, we assume the information is accurate.

This information was verified with the Brevard County Property Appraiser records. We assume this information is accurate as described by the client and public records, however, if further verification is required, we strongly suggest it be obtained via a current title search.

Legal Description

The following Legal Description was obtained via Brevard County records, Clerk of Courts, provided leases, and survey. We assume it is correct but strongly advise a current title policy be obtained if further verification is necessary.

Address: 490 N. Washington Ave. , Titusville, Brevard County, FL 32796, with Brevard County Parcel ID: 21-35-33-00-792

The West 260 feet of the East 280 feet of the Southeast ¼, lying South of U.S. Highway No. 1 and North of the Plat of E.H. RICES ADDITION TO TITUSVILLE, recorded in Plat Book 1, Page 6, Section 33, Township 21 South, Range 35 East, Brevard County, Florida. Less and except the south 215 feet.

AND

The South 215 feet of the North 334.58 feet of the West 260 feet of the East 280 feet of the Southeast ¼ of the Southeast ¼ of Section 33, Township 21 South, Range 35 East, Brevard County, Florida.

Street Map

The aerial depictions are from the Brevard County Property Appraiser records. The property boundaries are not exact. They are for illustrative purposes only.

Aerial Map

Scope of Work

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user. Therefore, the appraiser must identify and consider:

- the client and intended users of the report as well as the intended use;
- assignment conditions;
- typical client expectations; and
- typical appraisal work by peers for similar assignments.

Scope Summary - Definition of the Problem
Problem
The purpose of the appraisal is to estimate the Current Market Rent Value of the subject property on an "As Is" basis in a Starke Law compliant format.
Intended Use
The client will rely upon this appraisal for internal use, including but not limited to, rendering a decision relative to purchase of all or a portion of the property rights of the subject property.
Intended User(s)
Intended user of the report is specifically identified as the client(s) and it's successors/assigns. Parties who receive a copy of this report do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such at the time of the engagement for services.
Appraisal Report
Based on the intended users understanding of the subject's physical, economic and legal characteristics, and the intended use of this appraisal, an appraisal report format was used.
This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). It presents a discussion of the data, reasoning, and analyses that were used in the appraisal process to develop the opinion of value. Additional supporting documentation concerning the data, reasoning, and analyses is retained in our file.

Scope of Work
Property Identification
The subject has been identified by the assessors' parcel number, legal description, and address.
Is this a 'Land Only' appraisal?
No
Inspection
An inspection of the subject property has been made, with photographs.
Zoning
A review of zoning and applicable land use controls has been made.
Market Analysis
The subject marketing area and surrounding neighborhoods within the county were examined in order to determine factors that significantly affect the subject property. Local land use policies, community support facilities, traffic patterns, demographics, and development trends were considered. A summary of the most pertinent details is presented.
Highest and Best Use Analysis
An "As Vacant" and "As Improved" H&BU analysis for the subject has been made. Physically possible, legally permissible and financially feasible uses were considered, and the most reasonably probable and maximally productive use was concluded.
Information Sources
The appraiser maintains a comprehensive database for this market area and has reviewed the market for sales, rentals and listings relevant to this analysis. In addition, market data acquired in the course of previous appraisal work is retained in the appraiser's work files. Other sources include, but are not limited to the following: Multiple Listing Services, public records, interviews with brokers, buyers, and sellers, appraisal files, published articles and surveys. Information pertaining to this data was verified by one or more parties involved with, or having reliable knowledge of, each individual transaction when possible.
Information Not Available
We had sufficient information to conclude a reliable value conclusion.
Comments
The employed methods and level of analysis provides a credible value conclusion for the subject property.
Competency Comment
The person(s) signing this report are licensed to appraise real property in the state the subject is located. They affirm they have the experience, knowledge, and education to value this type property. They have previously appraised similar real estate.

Utilized Approaches to Value	
Cost Approach	x
The purpose of the appraisal is to determine the Market Rent for the subject space. As a special purpose property, there are improvements for which there is little to no observational data. The cost approach was used to extract the estimated market lease rate of the vaults and imaging wing of the building.	
Sales Comparison Approach	x
When Market Value is sought, three traditional approaches to value are typically applied: the Cost Approach, Sales Comparison Approach, and Income Approach. To determine Market Rent, A Lease Comparison was conducted. This analysis was completed by arraying a number of signed leases and active listings on competitive properties and adjusting for differences in: market conditions, leases terms, physical characteristics, etc. This method is most similar to the Sales Comparison Approach in an appraisal seeking Market Value.	
Income Approach	
The purpose of the appraisal is to determine the Market Rent for the subject space. The Income Approach is not applicable to a Market Rent Analysis.	

Discussion on Utilized Approach to Value

In a typical estimation of market rent, a lease comparison is conducted. This process involves the analysis of signed and active leases on comparable and competitive properties. The leases are then adjusted for differences such as market conditions, lease terms, physical characteristics, etc. of the competitive properties. This method is most similar to the sales comparison approach.

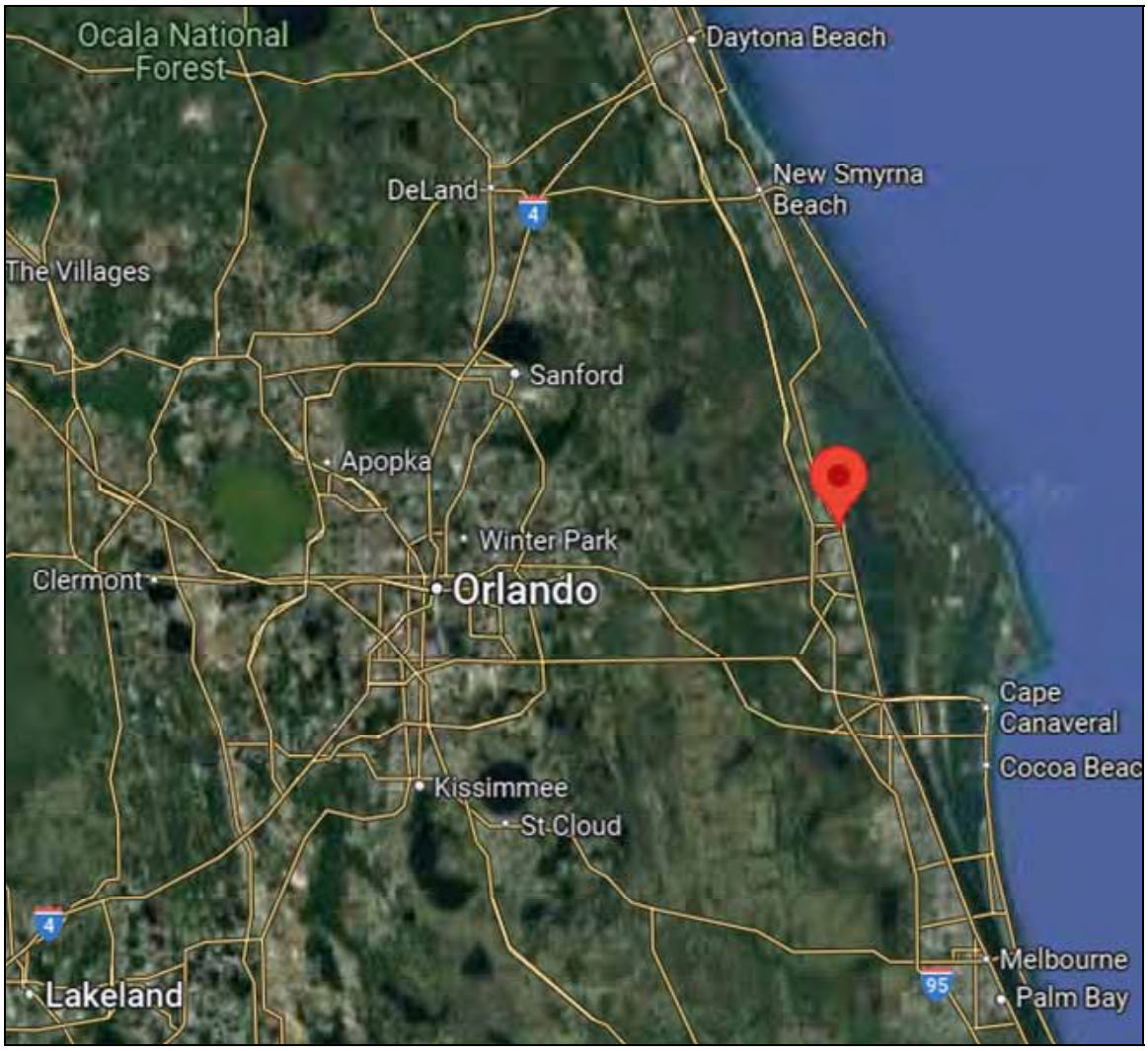
During our research to find comparable lease rates for Radiotherapy Centers, we found that many properties included general medical, office/admin., and infusions spaces. No recent, comparable, verifiable lease rates were able to be found even with the inclusion of the entire state of Florida for use of the vault/imaging space only. As the client has requested leases rates specific to the vault/imaging wing of the building as well as an overall rate, an alternative method is required.

Using the cost approach, we were able to determine the value of the vault/imaging wing of the subject building, and then apply a return rate which, in the absence of observed market behavior, provides a credible market rent estimate applicable to that portion of the building (Subject Value X Return Rate = Market Rent).

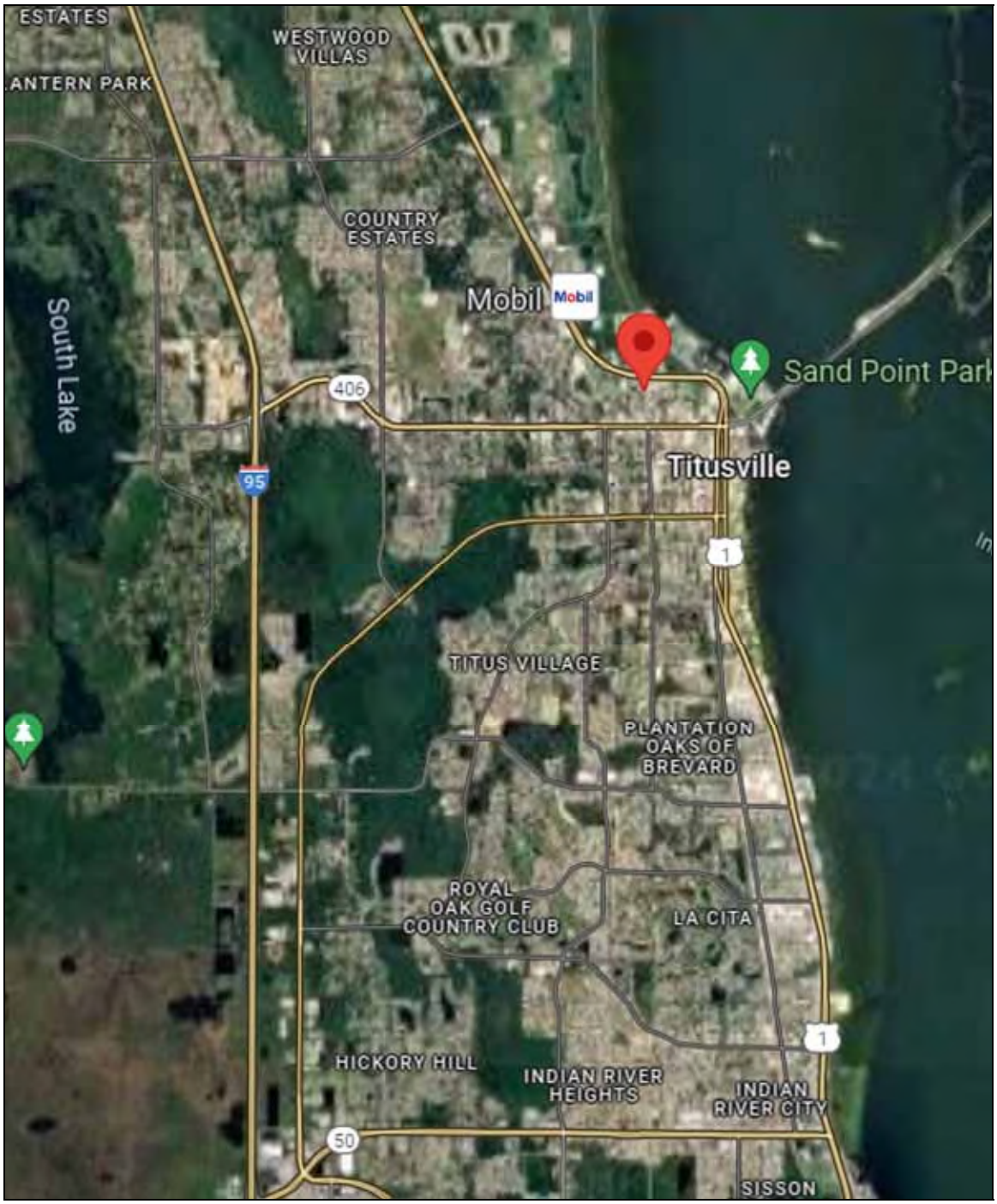
To determine an overall rate for the property, the traditional sales comparison approach was used. Comparable properties included radiotherapy and comprehensive cancer treatment centers throughout the state containing two LINAC vaults and the associated imaging space required for their operation. From this overall rate, we were then able to determine a market rate for the remaining general medical, admin., and infusion portion of the subject's building improvements. We then conducted a test of reasonableness that compared our market rate estimate for the General Medical space to that of locally observed rates, finding that our conclusions are indeed reasonable.

Location Maps

Regional Perspective



Neighborhood Perspective



Neighborhood Analysis

Area Location and Boundaries:

The subject is located within the City of Titusville, the incorporated county seat of Brevard County. Titusville is located on the west shore of the Indian River directly across from the John F. Kennedy Space Center.

The subject's market area is considered to be an area of north Brevard County encompassing generally the north half of the city limits of the City of Titusville along the US Highway 1 corridor north of downtown Titusville. The northern portion of the neighborhood primarily consists of the area surrounding the Parish Medical Center Hospital and the commercial US Highway 1 corridor. The central downtown area of Titusville is located a few blocks east of the subject. Beyond downtown Titusville to the south of the neighborhood encompasses the State Road 50 commercial corridor and the area around the Space Coast Regional Airport (also known as the Ti-Co Airport) and surrounding light industrial properties.

West of the subject's neighborhood, there is a heavily developed commercial node at I-95 and Garden Street interchange. Highway 50 is the predominant road in the south market area of Titusville and is near 100% developed with commercial uses that support the surrounding residential base. The area to the east has limited development due to the Indian River. However, S.R. 405, just to the south of the subject, is the direct roadway into the Kennedy Space Center.

Significant Commercial Developments within the Local Market

At 2 N. Hopkins Avenue, a new Cumberland Farms was developed on 1.46 acres of land that was purchased by Garden Street Redevelopment LLC for $2,822,500 on March 14, 2019.

Located in the downtown redevelopment area is the A. Max Brewer Bridge. The old bridge was constructed in 1948 and construction on a new flyover bridge was completed. The two-lane bridge over the Indian River connects downtown Titusville and north Merritt Island. The Kennedy Space Center, the Merritt Island National Wildlife Refuge and the Canaveral National Seashore are located on the east side of the bridge.

A marina (east of Washington Avenue) consisting of 2 parcels totaling 10.32 acres was purchased by Explorer Marina Properties, LLC for $5.15 million on May 1, 2019.

A Publix supermarket located at the corner of State Road 50 and Barna Avenue was developed on a 14-acre site. Publix Super Market officials said that the store contains 45,171-square feet and is a full-service grocery with pharmacy, bakery, deli, etc.

The Ron Norris auto dealership on U.S. 1 will double its indoor space to 40,000 square feet as it puts new buildings on the 5-acre site where the Norris family started the business in the 1960s. "We leveled the entire site, it has been a complete redevelopment," said Josh Norris, president of the dealership that sells Honda, Buick, GMC and Ford vehicles.

Titus Landing - A 32-acre retail-commercial center located along U.S.-1. The completed project is 183,571 square feet of retail space, plus 22,350 square feet of restaurants. Opened in December 2017, the center is anchored by Bealls, Hobby Lobby, and Epic Theatres. Other notable tenants include Ulta Beauty, Rack Room Shoes, Tuesday Morning and Harley Davidson.

OVERALL SITE PLAN
BUILDING DATA
PARKING DATA
Titus Landing Google Drive
BEALLS
EPIC
HOBBY LOBBY
OP A
OP B
OP C
PENDING
EXISTING
S. Hopkins Street
S. Washington Avenue (U.S. Hwy 1)
Harrison Street
PARRISH MED
MEDICAL CENTER
TITUS LANDING
U.S. Hwy 1 & Harrison Street - Titusville, FL
C&P Project #2140135 • 02-08-17
TITUS
EXCEL

Parish Healthcare Center – Titus Landing

Parrish Medical Center in Titusville has agreed to lease 27,500 square feet at the site for medical offices. Parrish Healthcare Center Titusville – MOB at Titus Landing medical complex is a 60,000 square-foot, three-story building that includes a diagnostic center, MRI, CT, X-Ray, Lab, Pharmacy, Ultrasound, MAMO, Bone Density, physician's offices, and a dialysis suite; this also include the Mayo Clinic Care Network. The center looks and operates very similarly to a Mayo Clinic center and the physicians who practice here are all required to complete training at the Mayo Clinic in Jacksonville.

Horizon at Sandpoint

A large development is proposed directly to the north of Garden, less than 1 mile from the subject to the northeast. HSP Titusville, LLC purchased 13.35 acres for $2.8 million on April 23, 2019. They are in the development phase of a high-rise residential condominium development. This is north of the subject. The Horizon at Sand Point is currently in its sub-bidding stage, according to the Construction Journal. The multi-million-dollar project will provide retail space and residences for Titusville, FL. The community comprises over 260,000 square feet of new construction and is expected to start development in 2023.

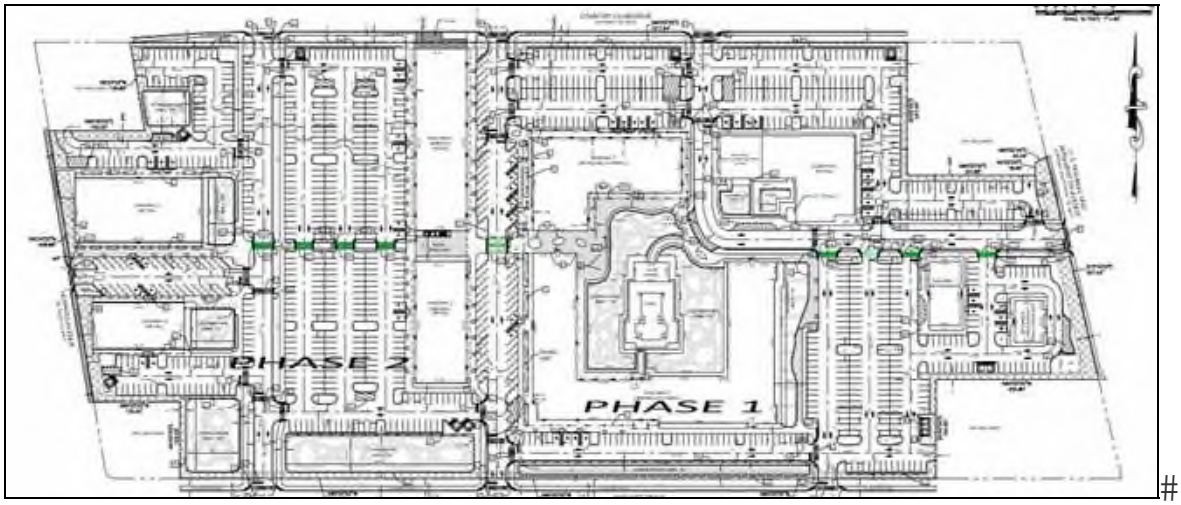
Plans are underway for more than 380 luxury apartments, ranging from one-bedroom to three-bedroom layout plans. There are six different layouts to choose from. The smallest units measure 683 square feet, while the largest units measure over 1,500 square feet.

The 13.20-acre lot features 20,000 square feet of retail space and a two-level parking garage. On-site amenities include a 12,000-square-foot clubhouse that comprises a ping pong table and big-screen TVs. There is also a dog park, business center, fitness center, and resort-style swimming pool.

Old Titusville mall to make way for multi-phase development

Built in 1966, the 260,000-square-foot Titusville Mall, (formerly Searstown Mall) at 3550 S. Washington Ave, will begin soon to make way for redevelopment. California Retail Properties Corp. plans to begin demolition in October. The 22-acre, three-phase residential and commercial project called Titusville Resort and Destination is expected to create hundreds of full-time jobs and include:

Developer Jesse Wright, CEO of Titusville Resort and Destination has plans to build a mixed use project that will include two six story apartment buildings, one of which will contain ground level retail and a seven-story hotel with a restaurant. The property will also include a second phase on the west side of the development that includes single-story buildings for both retail and medical centers. On the east side near U.S. 1, there is space allotted for two different restaurants, one sit-down and one with a drive-thru. Original estimates for the cost of the entire project put it at over $100 million.



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Demolition of the existing structure began November 26, 2023. The new development will come in phases that have changed somewhat from the original plans submitted to the City of Titusville. The first phase includes the 153 room Cambria Hotel slated for opening at the end of 2026, as well as the development of 12 acres for assisted living, apartments, and restaurants.

Residential Uses

Riverfront residential properties are located along Indian River Avenue and Riverside Drive in the northern half of the neighborhood. The land area between Indian River Avenue and U.S.1 is mixed between older residential properties, professional offices, commercial businesses and municipal offices. In the southern half of the neighborhood single family residences and some multifamily residential projects are located along the riverfront on U.S.1.

A number of older and smaller single family and multifamily residences are located in interior areas between U.S.1 and Hopkins Avenue. Riverfront homes in this area are interspersed with commercial uses (and multifamily projects).

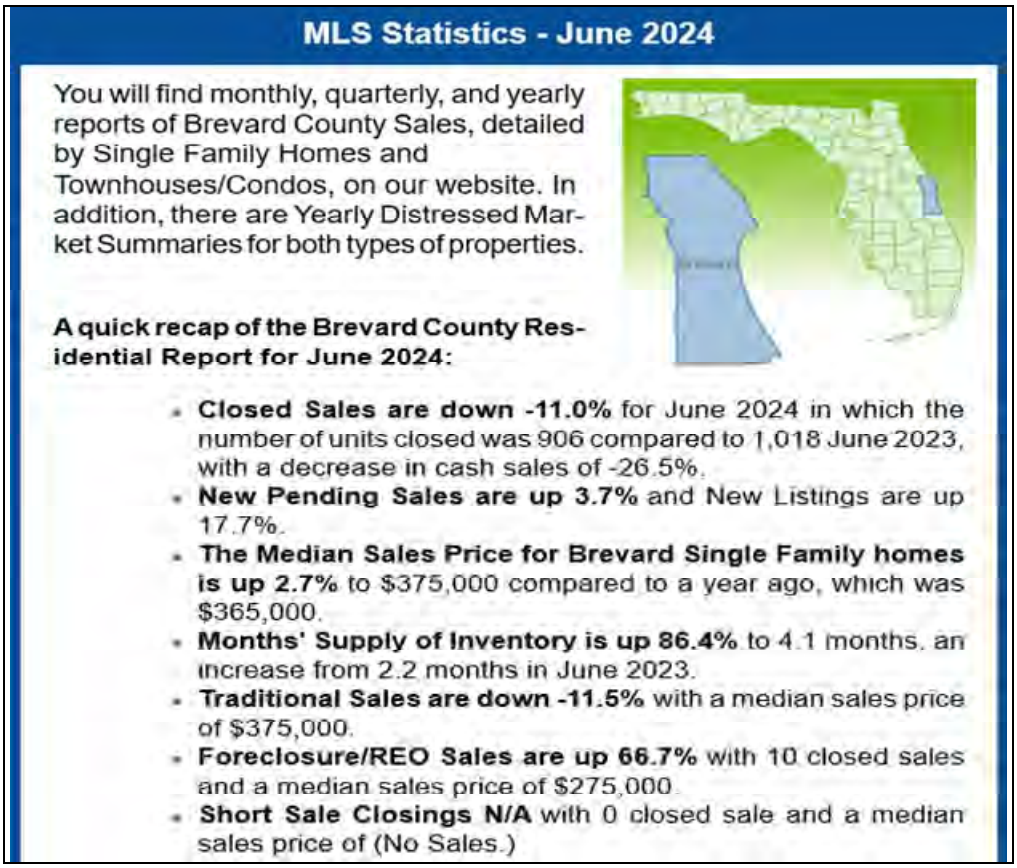
Single family residential subdivisions dominate the area to the west of the subject's neighborhood. Many homes in this area were built during the late 1950's and 1960's in response to increasing employment opportunities at the nearby Kennedy Space Center. Growth continued and there are entire neighborhoods of 1970's-, 1980's- and 1990's-built homes as well.

Residential growth in the immediate area includes several new developments including Antigua Bay. This is a mixed-use development on 455 acres situated in the northeast quadrant of the U.S.1 and Columbia Boulevard made up of single-family homes, residential condominiums, environmental preserve tracts, and a commercial parcel. The project has a maximum planned density of 2,404 residential units. The first phase of development features approximately 100 upscale single-family riverfront and river view lots.

In addition, Condev Riverwalk LLC is a new apartment project consisting of two parcels totaling approximately 22 acres of vacant land. Maximum density is 191 units. The land is located between US Highway One and Riveredge Drive in South Titusville.

Neighborhood Residential Market Activity

The following map illustrates property sales in the subject neighborhood in 2022. The low residential sale price in the neighborhood is $120,000 for a 950 SF single family residence built in 1953. The high sale price is $245,000 for the most proximate sale of a 924 SF single family residence built in 1958.



Source: Space Coast Association of Realtors

Access and Linkages

The subject market area has good access with respect to traffic systems and transportation facilities.

Interstate 95 is an interstate highway that traverses the east coast of the United States from northern Maine to south Florida. This road is a major carrier of tourist, commuter and commercial traffic in the State of Florida. Interstate 95 has an interchange with Garden Street (S.R. 406) approximately 2 miles southwest of the subject property.

U.S.1 is a principal arterial road which extends along the east coast of the United States from and is the main north/south artery in the eastern portion of the county and provides connections with east/west corridors. In the vicinity of the subject, U.S.1 has two northbound lanes and two southbound lanes with a grassy median and turning lanes.

Garden Street (S.R. 406) is a commercial corridor that extends generally west from its interchange with Interstate 95 and connects I-95 directly to downtown Titusville approximately 2 miles east. This roadway continues east into the Merritt Island National Wildlife Refuge and the Kennedy Space Center.

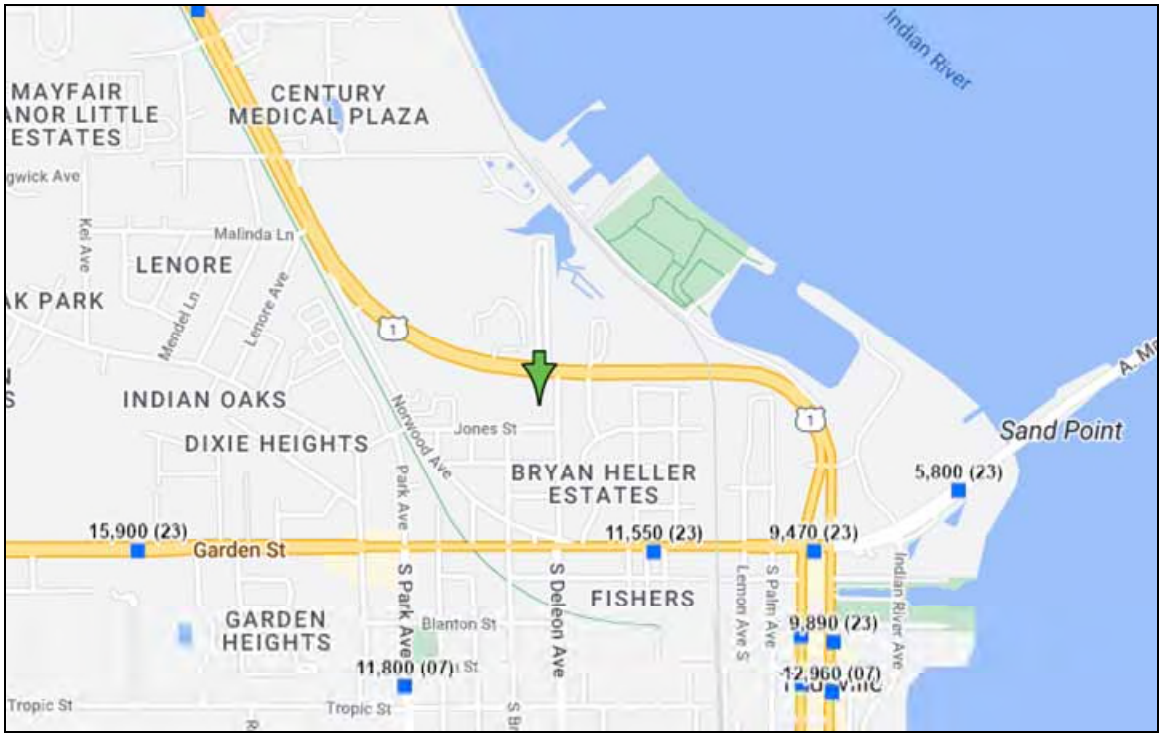
South Street is a secondary commercial corridor that extends west from U.S. 1 and turns south to connect at S.R. 50 near I-95 continuing south and east to the NASA causeway and Kennedy Space Center. There is high concentration of commercial activity and uses along the portion that runs east and west near and around the subject.

Cheney Highway (S.R. 50) is a major commercial corridor that extends west from U.S.1 to an interchange at Interstate 95. It then continues to the Orlando metropolitan area.

The Florida East Coast Railroad has active railroad tracks that extend in a north-south direction through the subject market area. In the vicinity of the subject, the tracks are located a short distance west of U.S.1 and run generally parallel to the highway.

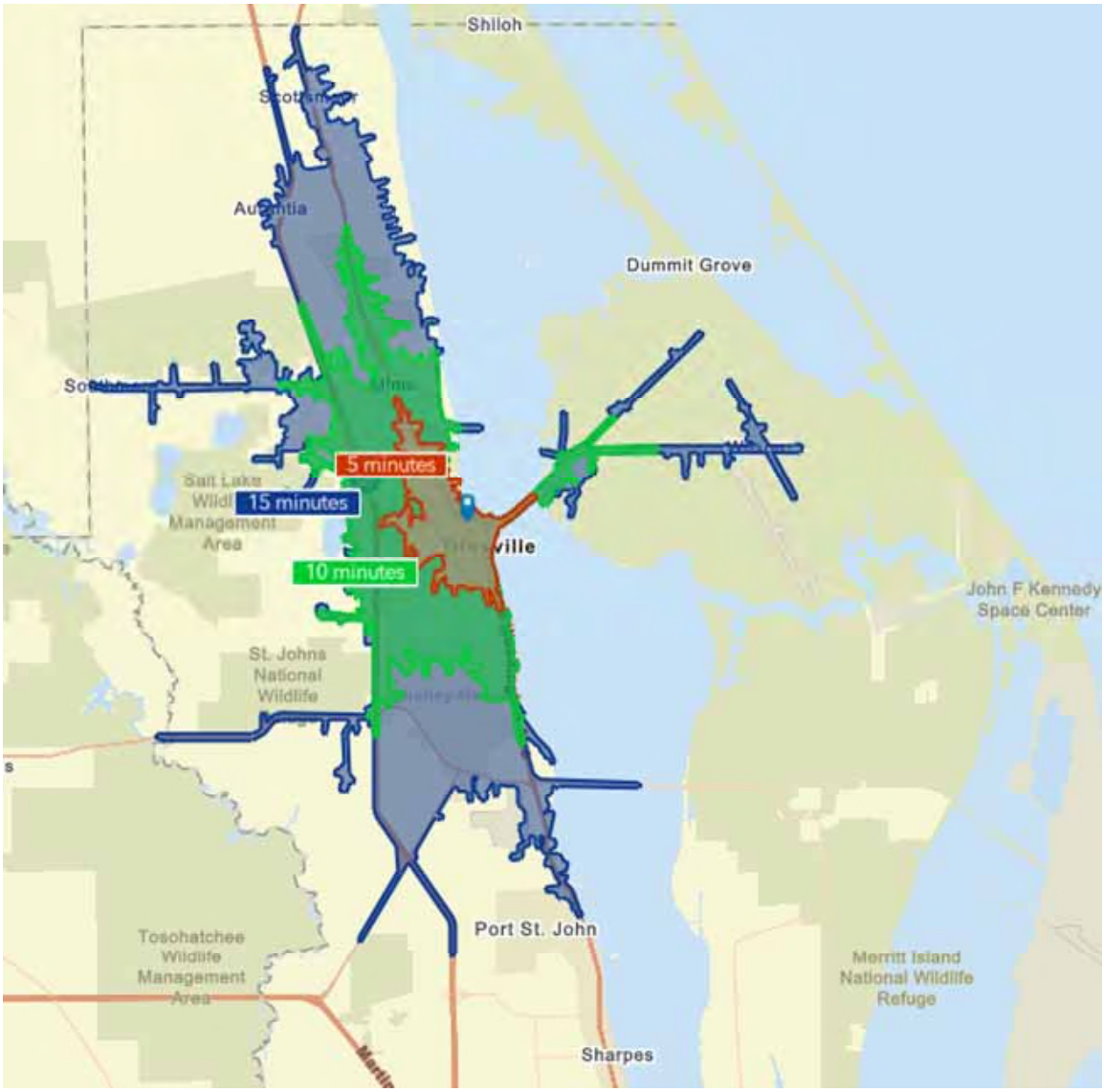
Traffic Count Map

A traffic count map for roadways in the area is located below. At the location of the subject, traffic counts along N. Washington Ave. are 21,670 vehicles per day, per 2023 data.



Demographics

For demographic data, we have included a detailed analysis of the neighborhood provided by ESRI, the endorsed GIS firm utilized by both the Appraisal Institute and CCIM members. This data incorporates information reported by U.S. Bureau of the Census, Census of Population and Housing. ESRI then makes credible forecasts with converted Census and geographic data. The most appropriate study areas are 5, 10, and 15-minute drive times due to the geographic limitations inherent in coastal and island communities. Population and income information for the five, ten and fifteen-minute drive times are shown on the following tables. All three study areas show increases in population levels from 2010. Population growth is expected to continue over the next five years, with annual increases forecast between 1.2% and 1.31%. Household income is also forecast to increase over the next five years for all three study areas; the fifteen-minute drive time area has the greatest current income levels.



Source: Site to Do Business, *ESRI*, 5-10-15-Minute Drive-Times)

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Community Profile

490 N Washington Ave, Titusville, Florida, 32796
Drive time: 5, 10, 15 minute radii

Prepared by Esri
Latitude: 28.61859
Longitude: -80.81533

	5 minutes	10 minutes	15 minutes
Population Summary			
2010 Total Population	10,804	39,604	61,691
2020 Total Population	11,495	42,852	67,422
2020 Group Quarters	470	555	662
2024 Total Population	11,645	43,712	68,911
2024 Group Quarters	498	589	700
2029 Total Population	11,789	44,645	71,557
2024-2029 Annual Rate	0.25%	0.42%	0.76%
2024 Total Daytime Population	17,630	44,821	67,507
Workers	10,190	18,311	26,594
Residents	7,440	26,510	40,913
Household Summary			
2010 Households	4,669	16,979	26,358
2010 Average Household Size	2.24	2.31	2.32
2020 Total Households	4,905	18,354	28,895
2020 Average Household Size	2.25	2.30	2.31
2024 Households	5,012	18,822	29,793
2024 Average Household Size	2.22	2.29	2.29
2029 Households	5,125	19,466	31,383
2029 Average Household Size	2.20	2.26	2.26
2024-2029 Annual Rate	0.45%	0.68%	1.05%
2010 Families	2,692	10,614	16,977
2010 Average Family Size	2.88	2.86	2.84
2024 Families	2,769	11,200	18,203
2024 Average Family Size	2.94	2.91	2.89
2029 Families	2,805	11,472	19,013
2029 Average Family Size	2.91	2.88	2.86
2024-2029 Annual Rate	0.26%	0.48%	0.87%
Housing Unit Summary			
2000 Housing Units	5,049	18,016	26,600
Owner Occupied Housing Units	50.5%	60.6%	65.6%
Renter Occupied Housing Units	36.2%	27.9%	24.0%
Vacant Housing Units	13.3%	11.4%	10.4%
2010 Housing Units	5,745	20,634	31,150
Owner Occupied Housing Units	44.9%	56.8%	61.7%
Renter Occupied Housing Units	36.3%	25.5%	22.9%
Vacant Housing Units	18.7%	17.7%	15.4%
2020 Housing Units	5,555	20,897	32,245
Owner Occupied Housing Units	46.2%	58.1%	63.2%
Renter Occupied Housing Units	42.1%	29.7%	26.4%
Vacant Housing Units	12.0%	11.7%	10.4%
2024 Housing Units	5,572	21,045	32,906
Owner Occupied Housing Units	48.6%	60.6%	65.5%
Renter Occupied Housing Units	41.3%	28.8%	25.1%
Vacant Housing Units	10.1%	10.6%	9.5%
2029 Housing Units	5,679	21,662	34,513
Owner Occupied Housing Units	51.6%	62.7%	67.6%
Renter Occupied Housing Units	38.7%	27.2%	23.3%
Vacant Housing Units	9.8%	10.1%	9.1%

Data Note: Household population includes persons not residing in group quarters. Average Household Size is the household population divided by total households. Persons in families include the householder and persons related to the householder by birth, marriage, or adoption. Per Capita Income represents the income received by all persons aged 15 years and over divided by the total population.

Source: Esri forecasts for 2024 and 2029. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

August 13, 2024

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Community Profile

490 N Washington Ave, Titusville, Florida, 32796
Drive time: 5, 10, 15 minute radii

Prepared by Esri
Latitude: 28.61859
Longitude: -80.81533

	5 minutes	10 minutes	15 minutes
2024 Households by Income			
Household Income Base	5,012	18,822	29,793
<$15,000	15.8%	9.6%	8.6%
$15,000 - $24,999	8.9%	6.2%	5.3%
$25,000 - $34,999	10.3%	7.9%	7.0%
$35,000 - $49,999	15.0%	13.5%	12.0%
$50,000 - $74,999	21.5%	23.0%	21.7%
$75,000 - $99,999	10.1%	12.7%	13.9%
$100,000 - $149,999	9.6%	13.9%	16.3%
$150,000 - $199,999	5.6%	7.9%	9.0%
$200,000+	3.1%	5.3%	6.3%
Average Household Income	$68,599	$85,560	$92,691
2029 Households by Income			
Household Income Base	5,125	19,466	31,383
<$15,000	13.9%	8.0%	6.8%
$15,000 - $24,999	7.4%	4.6%	3.8%
$25,000 - $34,999	9.5%	6.4%	5.4%
$35,000 - $49,999	13.3%	11.4%	9.7%
$50,000 - $74,999	19.9%	21.3%	19.9%
$75,000 - $99,999	11.0%	13.3%	14.1%
$100,000 - $149,999	11.9%	16.5%	19.0%
$150,000 - $199,999	8.7%	11.5%	12.9%
$200,000+	4.4%	7.1%	8.4%
Average Household Income	$82,801	$102,981	$111,279
2024 Owner Occupied Housing Units by Value			
Total	2,710	12,757	21,546
<$50,000	12.8%	6.2%	4.8%
$50,000 - $99,999	6.4%	6.6%	5.0%
$100,000 - $149,999	8.2%	7.9%	5.7%
$150,000 - $199,999	12.2%	10.8%	8.2%
$200,000 - $249,999	8.6%	7.7%	7.5%
$250,000 - $299,999	10.0%	12.2%	12.6%
$300,000 - $399,999	21.8%	24.9%	27.2%
$400,000 - $499,999	13.8%	14.3%	15.9%
$500,000 - $749,999	2.5%	6.5%	8.2%
$750,000 - $999,999	2.1%	1.4%	1.9%
$1,000,000 - $1,499,999	0.9%	1.1%	2.6%
$1,500,000 - $1,999,999	0.3%	0.2%	0.2%
$2,000,000 +	0.4%	0.1%	0.1%
Average Home Value	$283,749	$310,159	$352,208
2029 Owner Occupied Housing Units by Value			
Total	2,929	13,576	23,347
<$50,000	9.5%	2.9%	1.8%
$50,000 - $99,999	3.0%	1.6%	1.1%
$100,000 - $149,999	4.1%	2.4%	1.6%
$150,000 - $199,999	7.0%	4.8%	3.6%
$200,000 - $249,999	7.0%	4.1%	3.6%
$250,000 - $299,999	7.2%	9.3%	8.2%
$300,000 - $399,999	27.2%	30.9%	30.6%
$400,000 - $499,999	23.6%	26.1%	25.5%
$500,000 - $749,999	4.7%	12.5%	15.1%
$750,000 - $999,999	3.4%	2.6%	4.1%
$1,000,000 - $1,499,999	1.8%	2.2%	4.2%
$1,500,000 - $1,999,999	0.8%	0.4%	0.4%
$2,000,000 +	0.6%	0.2%	0.2%
Average Home Value	$368,948	$413,456	$456,676

Data Note: Income represents the preceding year, expressed in current dollars. Household income includes wage and salary earnings, interest dividends, net rents, pensions, SSI and welfare payments, child support, and alimony.

Source: Esri forecasts for 2024 and 2029. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

August 13, 2024

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(Source: Site to Do Business, *ESRI*, 5-10-15-Minute Drive-Times)

Summary and Conclusion

The subject neighborhood is a mixed-use area which is approximately 85% developed. Residential land uses are the predominant type of development within the neighborhood, though there is a variety of commercial, industrial, institutional and recreational uses that support the residential development. Commercial development is located along the major traffic arteries and appears to be adequate to support the surrounding residential population. The area is well-served by adequate roadways, and supported by a diversified employment base.

The subject's neighborhood is well located with respect to employment centers, and is adequately served by its network of roadways. No adverse area conditions are known, nor were any observed, that preclude or severely limit the subject's utilization to its highest and best use as determined herein. In comparison to other areas in the region, the market area is rated as follows:

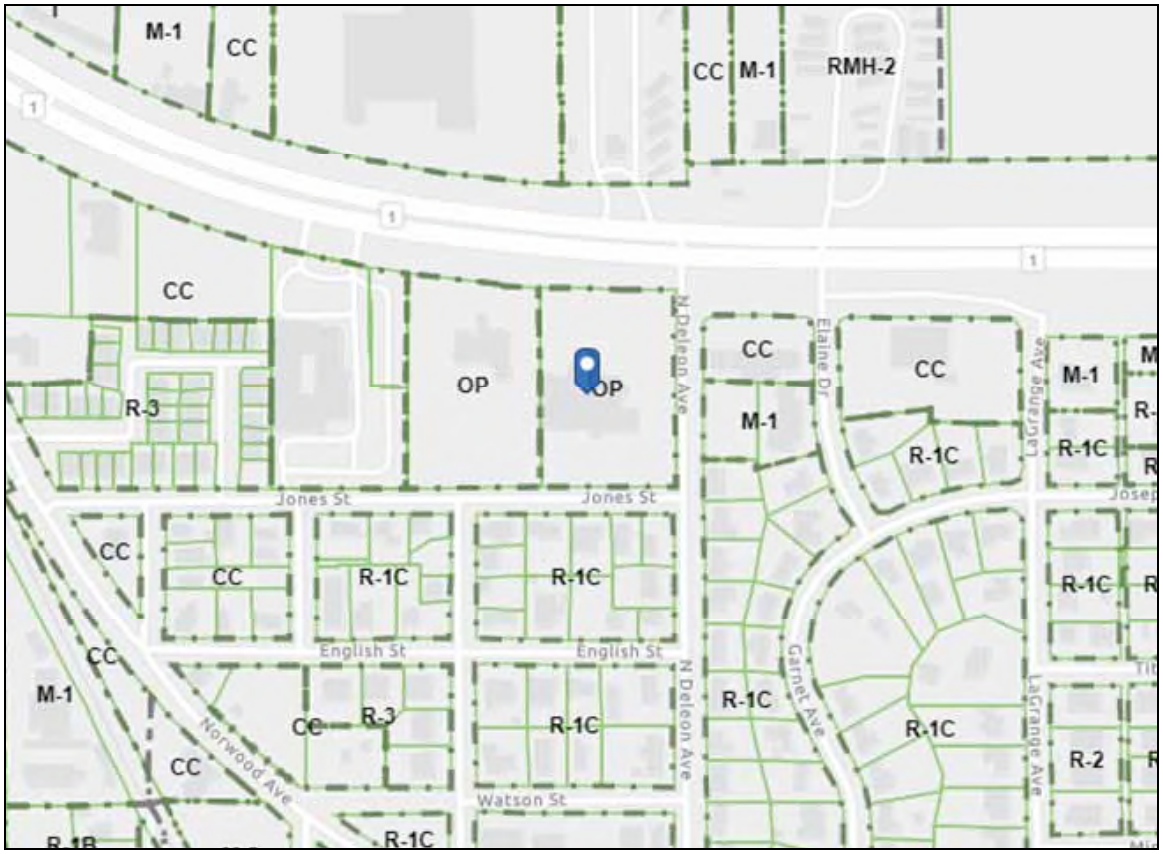
MARKET AREA ATTRIBUTE RATINGS	
Highway Access	Above Average
Demand Generators	Average
Convenience to other supporting land uses	Average
Convenience to Public Transportation	Average
Employment Stability	Average
Police and Fire Protection	Average
General Appearance of Properties	Average
Appeal to Market	Above Average
Prices/Value Trend	Stabilizing for Residential Stabilizing for Commercial Stabilizing for Industrial

Zoning

Requirements noted below are not intended to represent all applicable aspects of the ordinance. They do provide the reader with knowledge of general legal parameters.

Zoning Summary	
Zoning Authority	City of Titusville
Zoning District	OP - Office Professional
Zoning Intent/Summary	The Office Professional (OP) district is created to encourage and accommodate the development of professional and business office space at locations where such use is compatible with the surrounding land use pattern and consistent with land use policies and future land use map of the comprehensive plan. These districts should be located adjacent to or have direct access to collector or higher classification roadways. The OP district is designed to be compatible with residential uses and is partially intended to serve as a buffer or transitional area between such development while occupying larger land areas. Properties developed as a Planned Office Park shall meet the regulations established in Chapter 33, Article III.
Permitted Uses	Permitted uses in the OP - Office Professional District include, but are not limited to: single family dwellings - detached, advertising agency, art studio, barber/beauty salon, copy center, financial institution, funeral establishment without crematorium, insurance office, legal office, medical office/clinic, postal mailing services, professional offices, travel agency, and public/non-profits parks amongst others.
Future Land Use	Downtown Mixed Use
Maximum Site Coverage	N/A
Minimum Lot Area	43.560 SF
Minimum Lot Width	75'
Minimum Lot Depth	N/A
Front Set Back Distance	25'
Side Yard Distance	15'
Back Yard Distance	20'
Maximum Building Height	None
Zoning Parking Requirements	Medical/Dental Clinics and Offices: 1 for every 200 SF of Gross Floor Area.
Deed Restrictions/Moritoriums	To our knowledge, there are no land use regulations other than zoning that would affect the property. Further, there is no moratorium on development.
Entitlements	We were provided no information by ownership that the subject site possesses any Entitlements which would affect the subject site. We assume the subject does not have any Entitlements in place which would significantly affect the value.
Zoning Data Source	Code of Ordinances, City of Titusville, Titusville Land Development Regulations, Chapter 28, Article VI, Sec. 28-316. - Office Professional (OP)
Zoning Comments	The subject site lies in the City of Titusville. The subject does not have enough parking to meet current zoning requirements. The subject is required to have 113 spaces and has 88.

Zoning Map



FLU Map

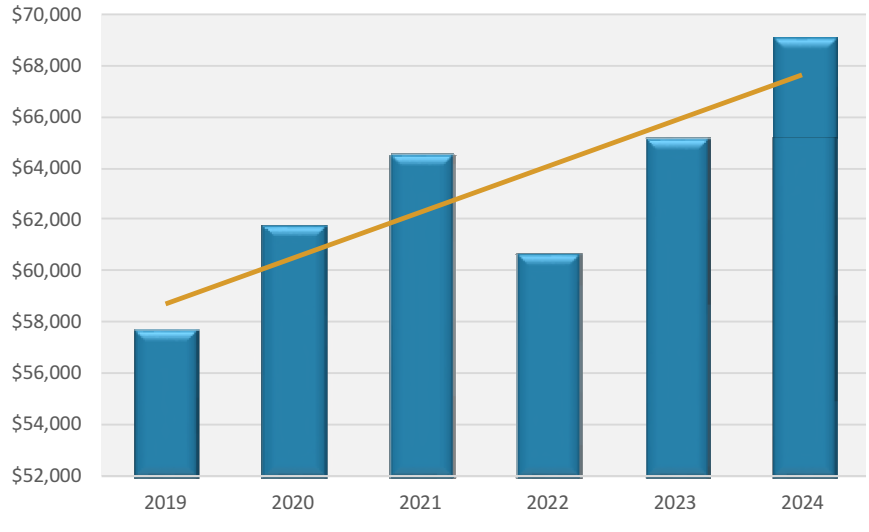
Assessment and Taxes

Real Estate Assessment and Taxes					
Tax ID	Total Assessment	Tax Rate	Base Taxes	Special Assessments	Total Parcel Taxes
21-35-33-00-792	$3,641,700	$0.018041	$65,699	$3,342	$69,040

The tax year runs from January 1st to December 31st. Real estate taxes in Brevard County are paid one year in arrears (2023 taxes are paid in 2024), and are due and payable November 1st of each year or as soon thereafter as the certified tax roll is received by the Tax Collector from the Property Appraiser. Properties in Brevard County are assessed Ad Valorem Taxes and Non-Ad Valorem Taxes. Ad valorem taxes, or real property taxes, are based on the value of such property. Non-ad valorem assessments are NOT based on value but are set amounts. The Non-Ad Valorem Taxes the subject is responsible for goes toward solid waste disposal and emergency medical services. According to Florida law, assessments are to be at 'Full Just Value'. This term is generally held to be 100% Market Value, less reasonable costs of sales. It has been our experience, however, that assessments vary widely in relation to market value as defined in this report. Reassessments are annual based on a calendar year.

Tax History			
Assessed Year	Total Assessment	Total Taxes	% Change
2019	$2,699,700	$57,756	N/A
2020	$3,210,440	$61,793	6.99%
2021	$3,241,960	$64,560	4.48%
2022	$3,252,930	$60,709	-5.97%
2023	$3,429,670	$65,215	7.42%
2024	$3,641,700	$69,040	5.87%
Source: Brevard County Tax Collector			

Tax History



Source: Brevard County

Property Description

The following description is based on our property inspection and public records.

Site Summary	
Parcel ID	21-35-33-00-792
Location	The subject has an assigned address of 490 N. Washington Ave. , Titusville, FL, 32796.
Land Use	1930 - Professional Building - Multi-Tenant - 2 or More Stories
Current Use	Comprehensive Cancer Treatment Center
Proposed Use	Continued
Traffic Count (Most Recent)	21,670
Traffic Count Date	2023
Map Latitude	28.6186
Map Longitude	-80.8153
Adjacent Land Uses	Adjacent land uses are: medical office to the west, with residential across the fronting roadways to the north and south, and industrial across the fronting roadway to the east.
Site Analysis & Comments	Site utility is Average. The subject has adequate size, shape, access, utilities, and topography for professional and medical office uses.

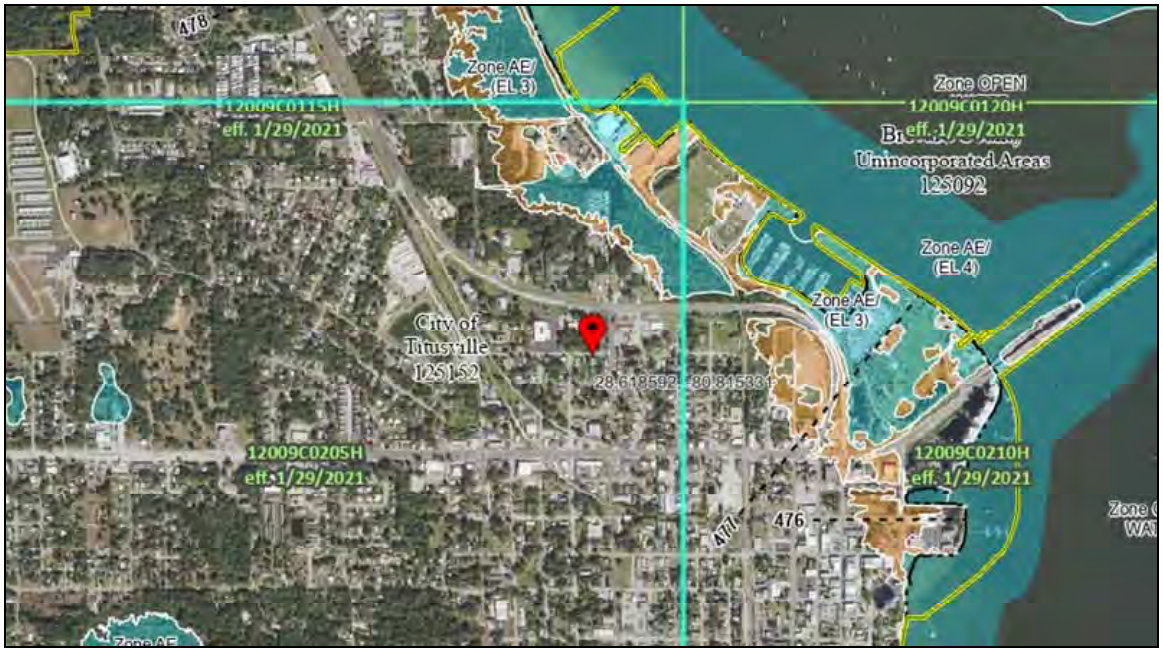
Site Size Attributes	
Gross Land Area (Sq Ft)	97,139
Gross Land Area (Acres)	2.23
Usable Land Area (Sq Ft)	97,139
Usable Land Area (Acres)	2.23
Excess Land Area Comments	There is no indicated excess land. The subject Floor Area Ratio (FAR) meets or exceeds current building trends for this property type.
Usable Land Area Comments	Other than the setback ordinances required by zoning, we have been provided no information that any of the subject land is unusable.
Source for Site Size	Brevard County
Site Size Analysis	The total subject land area is typical for a commercial use in the subject neighborhood.

Site Characteristics	
Corner Lot	Yes
Dimensions	260' x
Primary Frontage Street Name	N. Washington Ave.
Secondary Frontage Street Name	N. De Leon Ave.
Frontage - Primary Street (Feet)	260
View	Average
View Description	The subject view is of the fronting roadways and surrounding commercal development.
Access	Average
Access Description	The subject has gated access from both fronting roadways. There are two points of access along N. Washington Ave., however, only one is accessible by traffic traveling in both directions.
Site Visibility	Average
Site Visibility Description	The site is clearly visible from both directions of N. Washington Ave. and from N. De Leon Ave.
Site Improvements	The site Improvements include paved open surface parking with lighting, on-site retention, on-site drainage, a concrete.stucco wall on 2.5 sides with remainder composed of wrought iron fencing, electronic gate acces at all access points, underground electrical
Off-Site Improvements	The off-site improvements consist largely of the improved roadways and municipal utilities.
Street Lighting	Along both fronting roadways and within the subject parking area.
Sidewalks	Along both fronting roadways and within the subject parking area.
Curb and Gutter	Along both fronting roadways and within the subject parking area.
Drainage	On-Site
Landscaping	Average
Topography	The subject has level topography at grade and no areas of wetlands.
Shape	Roughly Rectangular
Soil Conditions	The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors. The appraiser does not consider mineral rights.

Site Utilities	
Adequacy of Utilities	Utilities are typical of the surrounding properties and allow for the adequate use of the subject property. All utilities and services are provided at rates and with efficiency comparable to the surrounding neighborhood and area in general.
Public Electricity	The site is served by public electricity.
Water Supply Type	City water
Sewer Type	City sewer
Rail Access	No

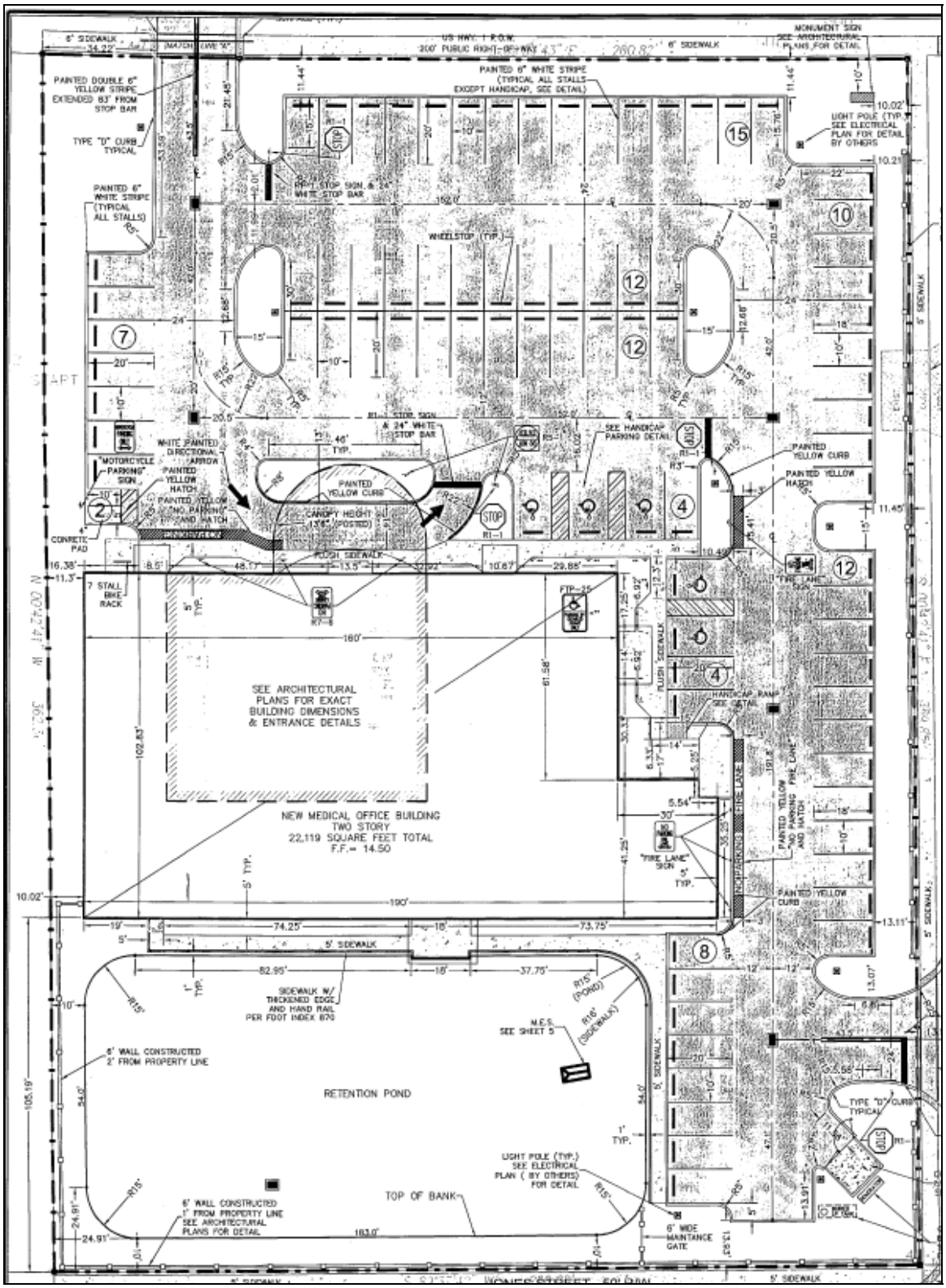
Site Hazards	
FEMA Map #	12009C0205H
FEMA Map Date	1/29/2021
Flood Zone	X
Flood Zone Comments	The Flood Zone X classification denotes areas that are "determined to be outside the 500-year flood", and are considered to be of minimal flood hazard. Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Because detailed analyses are not performed for such areas; no depths or base flood elevations are shown within these zones. The appraiser is not an expert in this matter and is reporting data from FEMA maps.
Encumbrance / Easement Description	There no known adverse encumbrances or easements. Standard easements are in place for utilities and a state road right of way. Please reference Limiting Conditions and Assumptions.
Environmental Issues	We were not provided with an Environmental Survey report addressing potential contaminants or hazards. No adverse environmental conditions on the subject site were reported to the appraisers, and we assume the site is free and clear of environmental hazards. Please reference Limiting Conditions and Assumptions.
Encroachments	No encroachments onto the subject property were noted by inspection or survey. We assume there are no encroachments onto the subject site.
Wetlands Type	None
Retention	On-Site
Possible Nuisance	None Noted

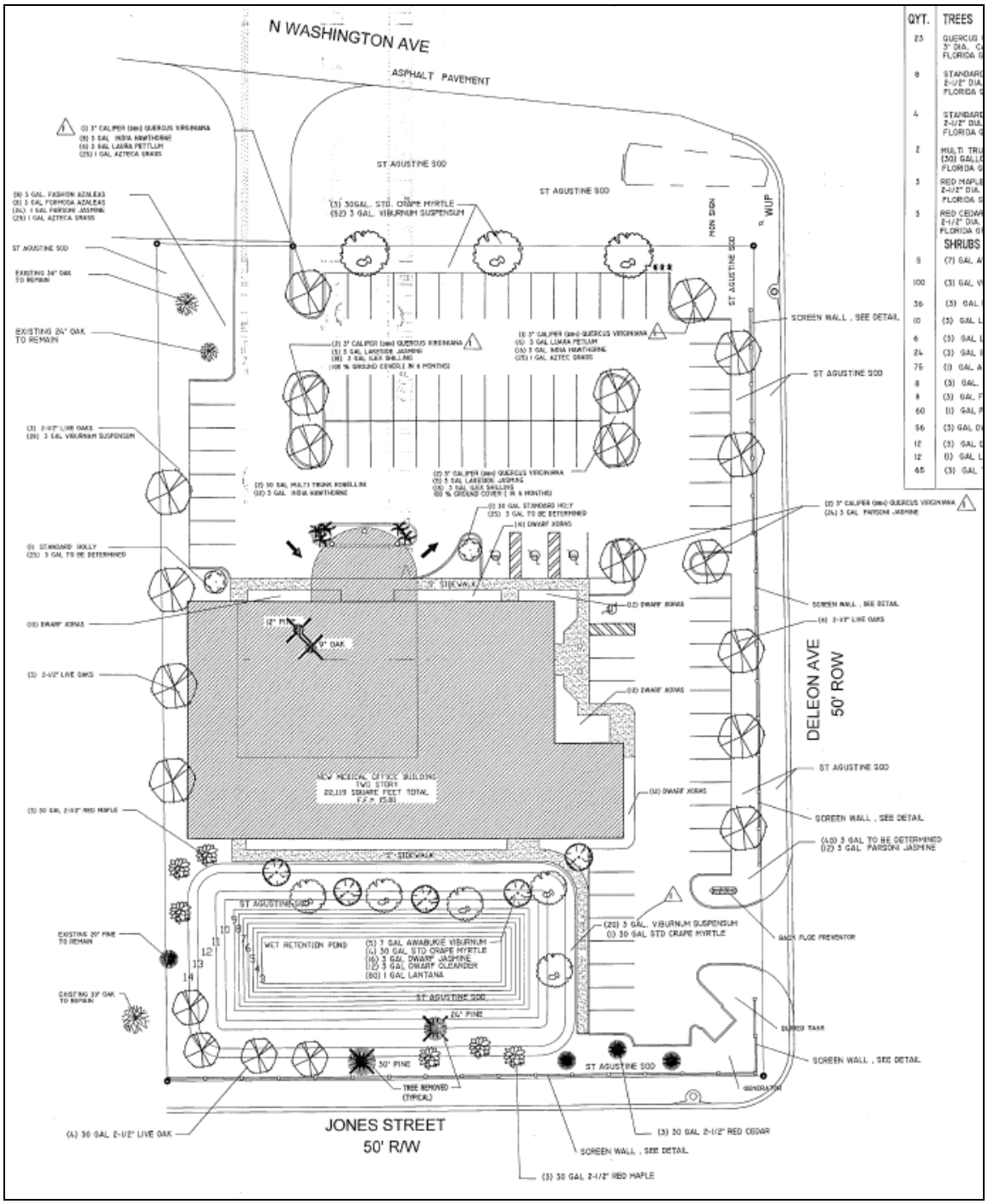
Flood Map



Wetlands Map

Site Plan


SEE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS & ENTRANCE DETAILS
NEW MEDICAL OFFICE BUILDING
TWO STORY
22,119 SQUARE FEET TOTAL
F.F.= 14.50
RETENTION POND
TOP OF BANK
5' SIDEWALK
PAINTED YELLOW CURB
PAINTED YELLOW HATCH
"FIRE LANE" SIGN
HANDICAP RAMP
SEE HANDICAP PARKING DETAIL
7 STALL BIKE RACK
6' WALL CONSTRUCTED 2' FROM PROPERTY LINE
6' WALL CONSTRUCTED 1' FROM PROPERTY LINE SEE ARCHITECTURAL PLANS FOR DETAIL
6' WIDE MAINTANCE GATE
LIGHT POLE (TYP.) SEE ELECTRICAL PLAN (BY OTHERS) FOR DETAIL
MONUMENT SIGN SEE ARCHITECTURAL PLANS FOR DETAIL
TYPE "D" CURB TYPICAL
WHEELSTOP (TYP.)
CANOPY HEIGHT 13'6" (POSTED)
CONCRETE PAD
"MOTORCYCLE PARKING" SIGN
WHITE PAINTED DIRECTIONAL ARROW
PAINTED YELLOW "NO PARKING" AND HATCH
SIDEWALK W/ THICKENED EDGE AND HAND RAIL PER FDOT INDEX 870
M.E.S. SEE SHEET 5
PAINTED DOUBLE 6" YELLOW STRIPE EXTENDED 83' FROM STOP BAR
PAINTED 6" WHITE STRIPE (TYPICAL ALL STALLS)
PAINTED 6" WHITE STRIPE (TYPICAL ALL STALLS EXCEPT HANDICAP, SEE DETAIL)
R1-1 STOP SIGN & 24" WHITE STOP BAR
US HWY. 1 R.O.W. 300' PUBLIC RIGHT-OF-WAY
6' SIDEWALK
5' SIDEWALK


N WASHINGTON AVE
ASPHALT PAVEMENT
ST AGUSTINE SOD
EXISTING 24" OAK TO REMAIN
SCREEN WALL , SEE DETAIL
DELEON AVE
50' ROW
NEW MEDICAL OFFICE BUILDING
TWO STORY
22,119 SQUARE FEET TOTAL
WET RETENTION POND
JONES STREET
50' R/W
QYT.
TREES
SHRUBS

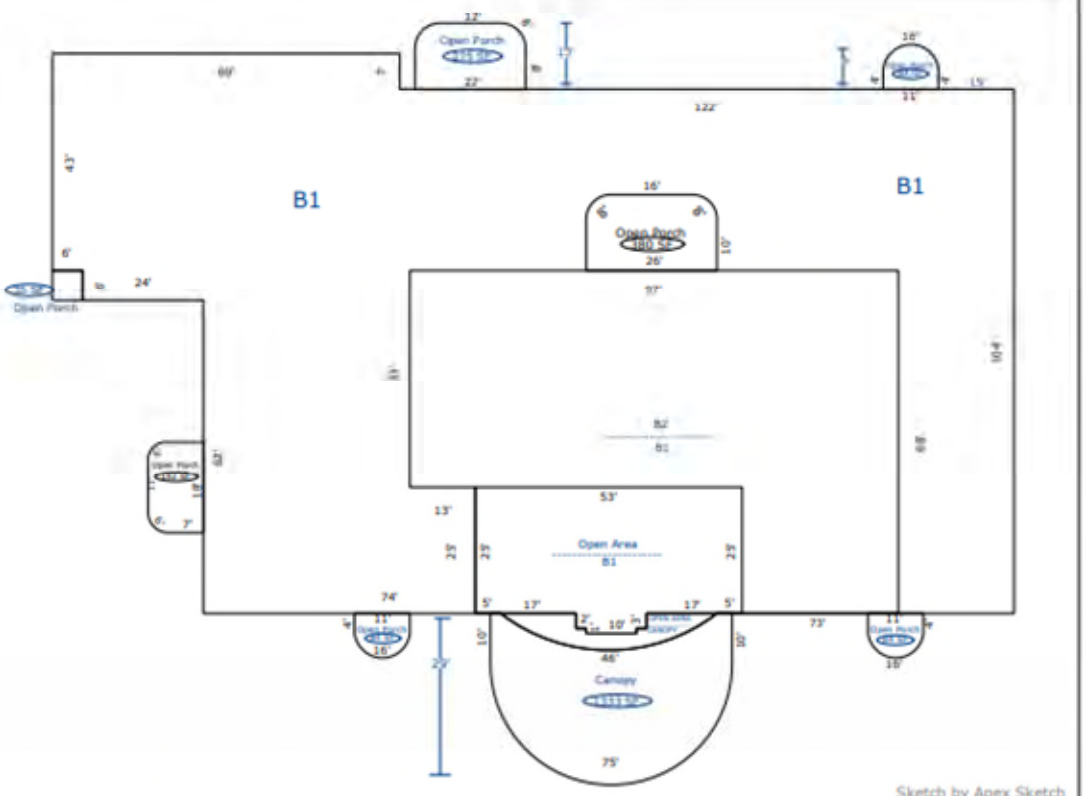
Property Sketch

SKETCH/AREA TABLE ADDENDUM

SUBJECT INFO

Township: Parcel No.:
Property Address: 2109411
City: County: State: ZipCode:
Owner: 8-23-11
Client: Client Address:
Appraiser Name: SKJ Inspection Date:

SKETCH



AREA CALCULATIONS SUMMARY

Code	Description	Factor	Net Size	Perimeter	Net Totals
B1	B1	1.0	18503.0	612.0	18503.0
B2	B2	1.0	4946.0	333.2	4946.0
CANPY	Canopy	1.0	1332.8	151.4	1332.8
OP	Open Porch	1.0	84.3	35.0	
	Open Porch	1.0	84.3	35.0	
	Open Porch	1.0	36.0	24.0	
	Open Porch	1.0	380.0	77.9	
	Open Porch	1.0	275.3	65.7	
	Open Porch	1.0	84.3	35.0	
	Open Porch	1.0	192.3	54.9	1136.6
OPEN A	Open Area	1.0	1539.0	159.2	1539.0

COMMENT TABLE 1

COMMENT TABLE 2

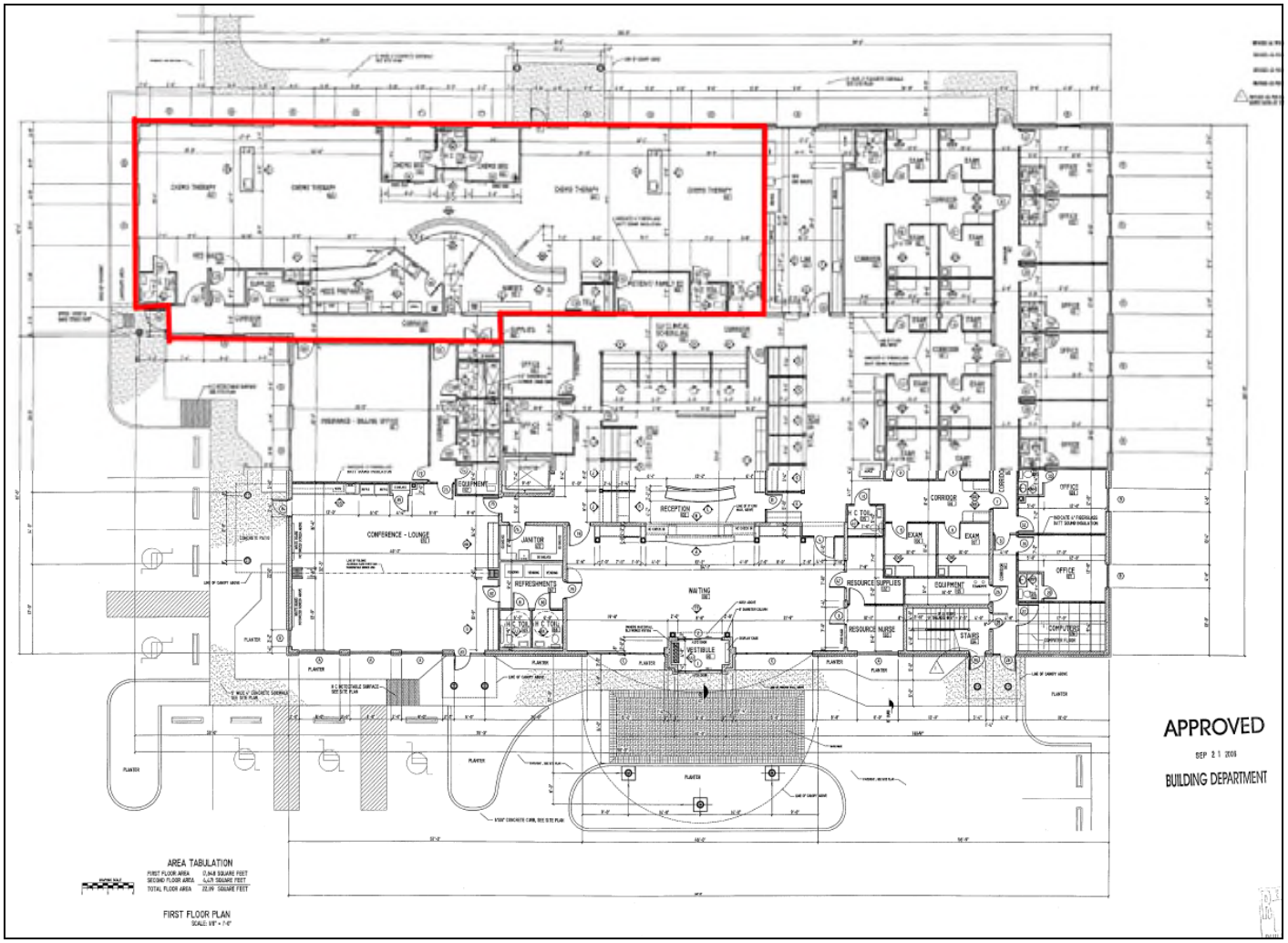
COMMENT TABLE 3

© iLOOKABOUT (US) Inc. dba Apex Software

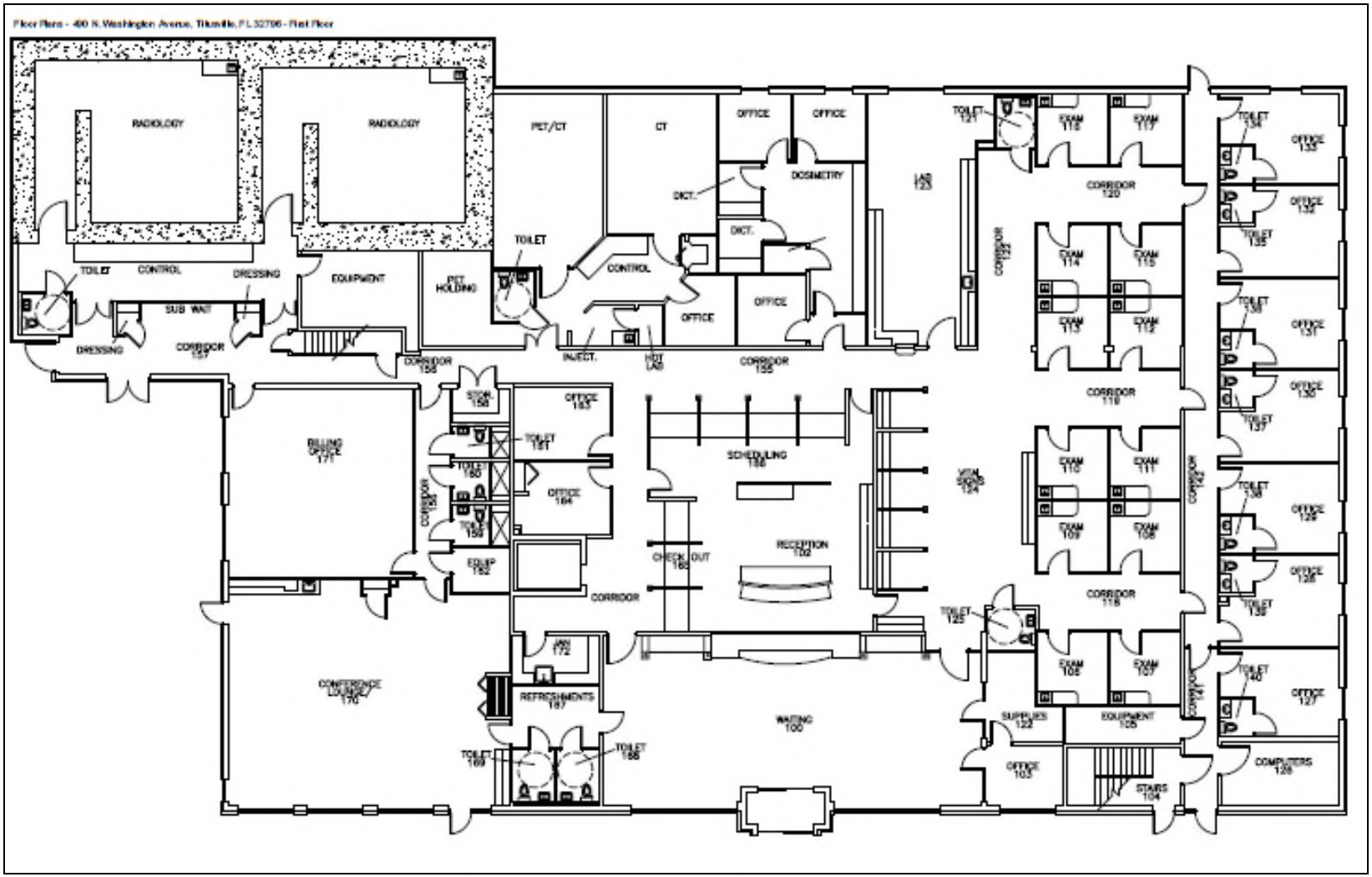
Page 1

Floor Plan

First Floor



The space outlined in red is the Vault/Imaging Space for which a standalone lease rate has been requested.


Floor Plans - 400 N. Washington Avenue, Titusville, FL 32796 - First Floor
RADIOLOGY
RADIOLOGY
PET/CT
CT
OFFICE
OFFICE
DOSIMETRY
DICT.
DICT.
TOILET
CONTROL
DRESSING
EQUIPMENT
PET HOLDING
TOILET
CONTROL
OFFICE
OFFICE
SUB WAIT
DRESSING
CORRIDOR 157
CORRIDOR 158
INJECT.
HOT LAB
CORRIDOR 155
LAB 123
CORRIDOR 122
TOILET 121
EXAM 116
EXAM 117
CORRIDOR 120
TOILET 134
OFFICE 133
OFFICE 132
TOILET 135
EXAM 114
EXAM 115
EXAM 113
EXAM 112
TOILET 136
OFFICE 131
OFFICE 130
TOILET 137
CORRIDOR 119
BILLING OFFICE 171
STOR 150
TOILET 151
TOILET 152
TOILET 153
OFFICE 163
OFFICE 164
SCHEDULING 166
EXAM 110
EXAM 111
EXAM 109
EXAM 108
TOILET 138
OFFICE 129
OFFICE 128
TOILET 139
CORRIDOR 118
CORRIDOR 117
CORRIDOR 116
CORRIDOR 115
CORRIDOR 114
CORRIDOR 113
CORRIDOR 112
CORRIDOR 111
CORRIDOR 110
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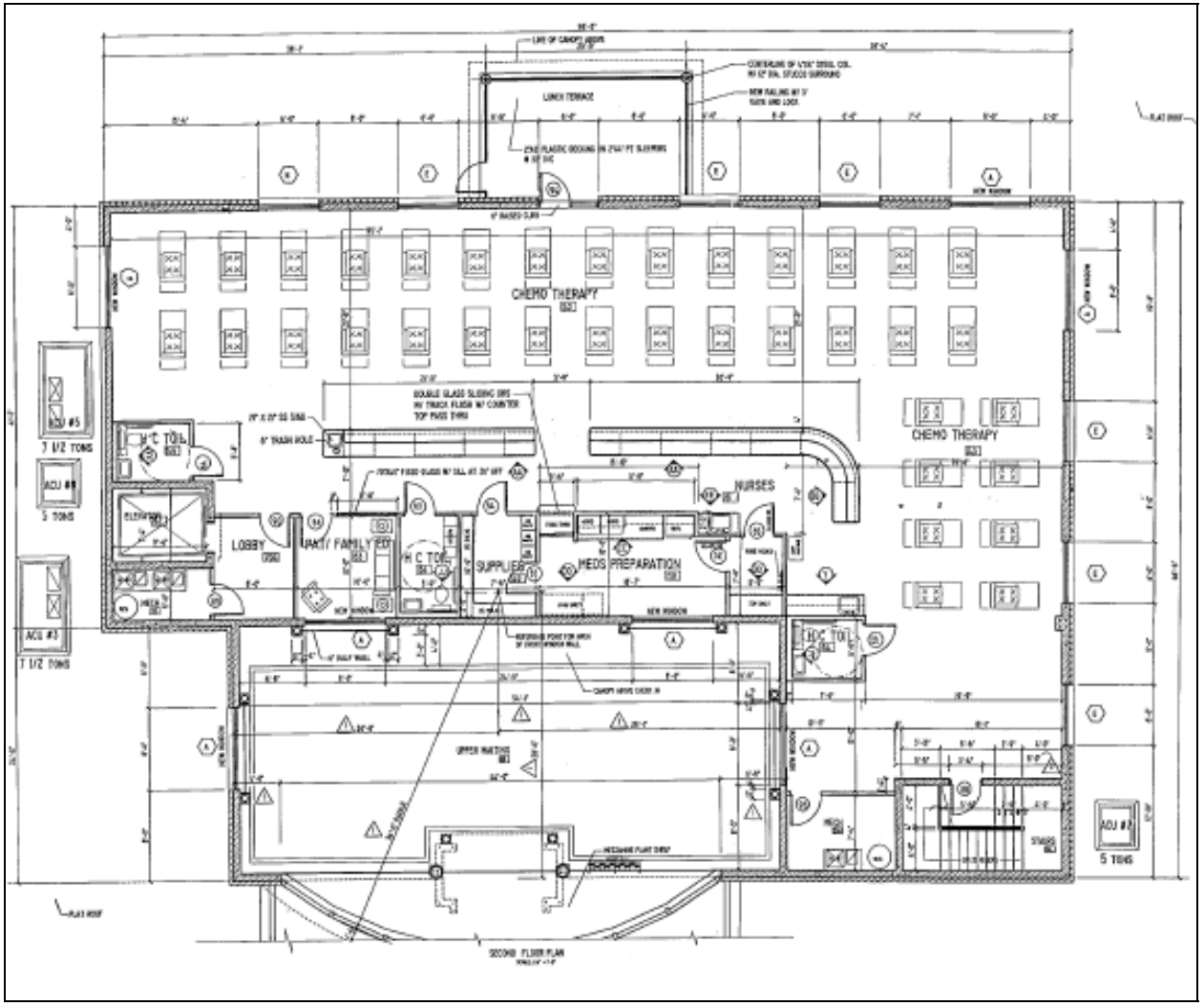
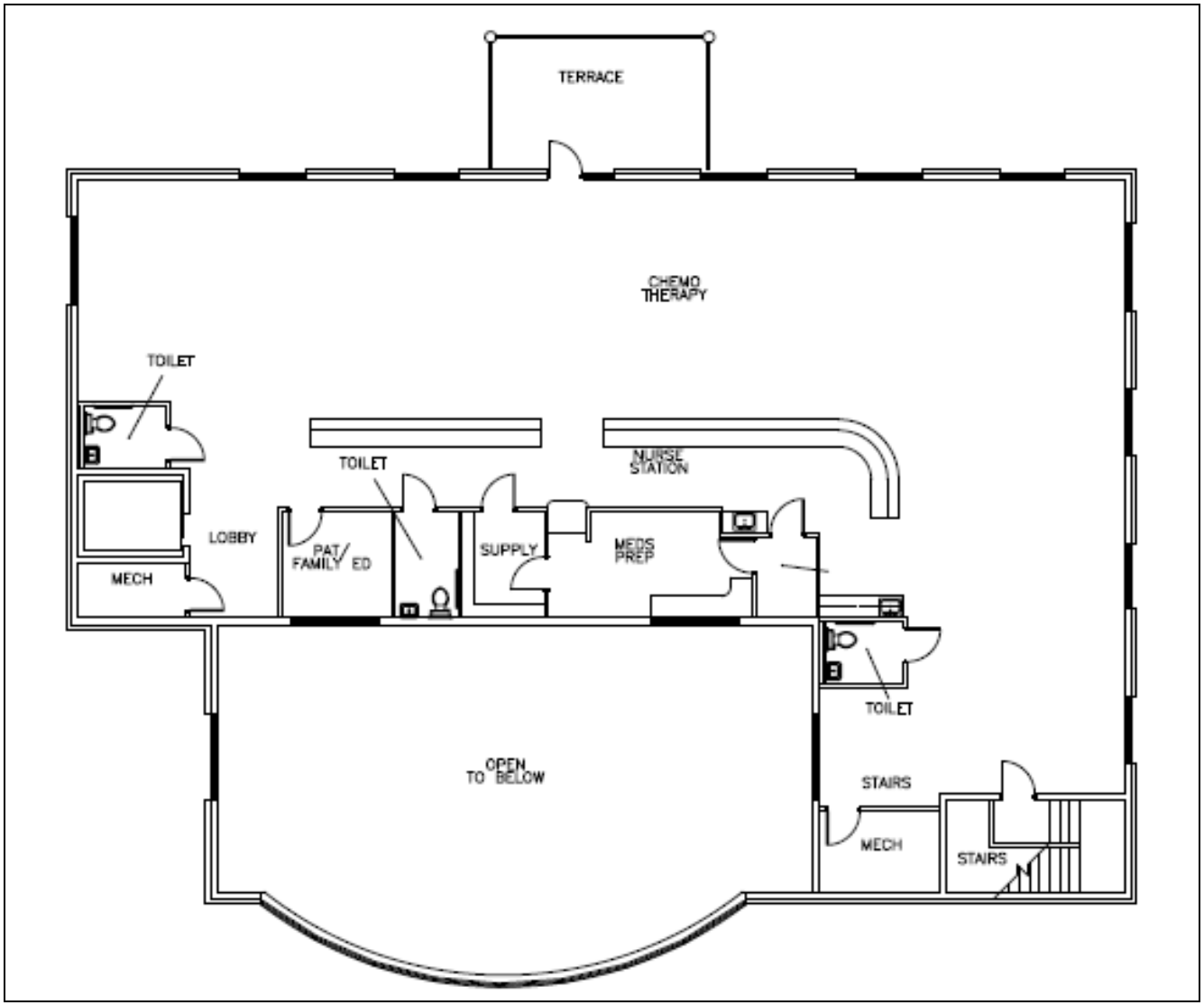
CORRIDOR 9
CORRIDOR 8
CORRIDOR 7
CORRIDOR 6
CORRIDOR 5
CORRIDOR 4
CORRIDOR 3
CORRIDOR 2
CORRIDOR 1
CONFERENCE LOUNGE 170
JAN 172
REFRESHMENTS 167
TOILET 169
TOILET 168
WAITING 100
RECEPTION 102
CHECK OUT 165
EQUIP 162
SUPPLIES 122
EQUIPMENT 125
OFFICE 103
STAIRS 104
COMPUTERS 126
OFFICE 127
TOILET 140
TOILET 125

Second Floor



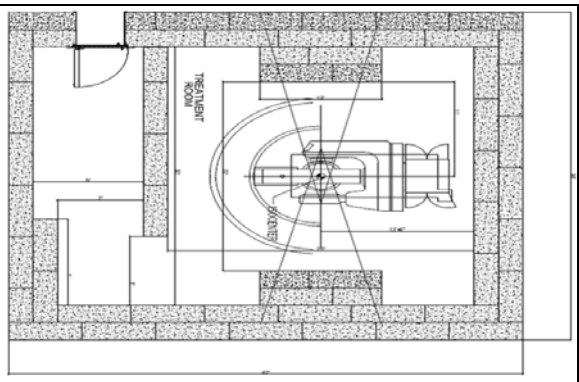
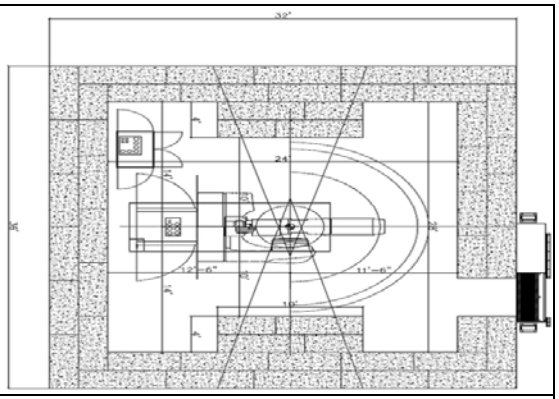

TERRACE
CHEMO THERAPY
TOILET
TOILET
NURSE STATION
LOBBY
PAT/ FAMILY ED
SUPPLY
MEDS PREP
MECH
TOILET
OPEN TO BELOW
STAIRS
MECH
STAIRS

Vault Description

There are two primary types of radiotherapy vaults in common use with permanent construction: the Maze Type and Mazeless. In maze type vaults there is a shielded hallway upon entrance extending a precisely calculated distance intended to prevent neutron leakage through and around vault doors. As the neutrons bounce around the vault energy is lost prior to working their way through the maze and reaching the vault door. The benefit of maze type vaults is that less shielding is required, resulting is considerably less expensive doors and the infrastructure required to support their immense weight. The drawback is that they consume more space than the Mazeless type.

As can be seen in the building and floor plans above, the subject vaults are of the maze type. The total internal area of the subject vaults is approximately 667 SF each, inclusive of the mazed hallway, but usable interior space is reduced to approximately 437 SF. This space dedicated to the mazed hallway represents 230 SF, or approximately 35% of unusable interior space. That being said, when space is not a limiting factor, the mazed vaults are preferred. Pouring concrete at the time of construction is much more cost effective than purchasing and installing vault doors with higher levels of shielding and increased structural requirements to handle the additional weight.

Examples of Maze Type and Mazeless Vaults are shown below. Note the increased size of the door in the Mazeless vault (Images representative but not necessarily to scale.)

	
Mazed Vault	Mazeless Vault

Aerial View

Map View

The maps above are intended for description purposes only. It is not a survey, and map layers may not precisely align.

Source - Brevard County Property Appraiser

Subject Photographs

Subject Front (North)

Monument Sign

East Side

East Side

South Side (Rear)

On-Site Retention

West Side

Thermal Management

Damaged Fencing

Washington Ave. Access

Washington Ave. Access

West on Washington Ave.

East on Washington Ave.

DesaaaaaLeon Ave. Access

North on DeLeon Ave.

South on DeLeon Ave.

Parking from DeLeon Access

Parking from DeLeon Access

250kw Generator #1

250kw Generator #2

Generator Electrical

Generator Electrical

To Main Entry and Parking

Parking from Washington Ave. Access

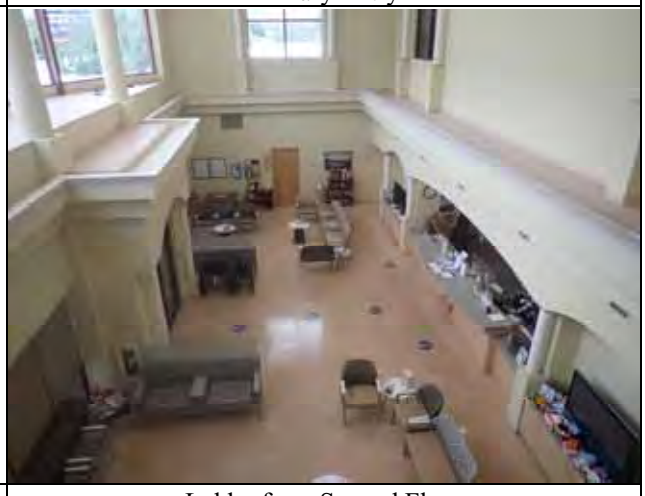
Main Parking

Main Parking

Vehicle Canopy

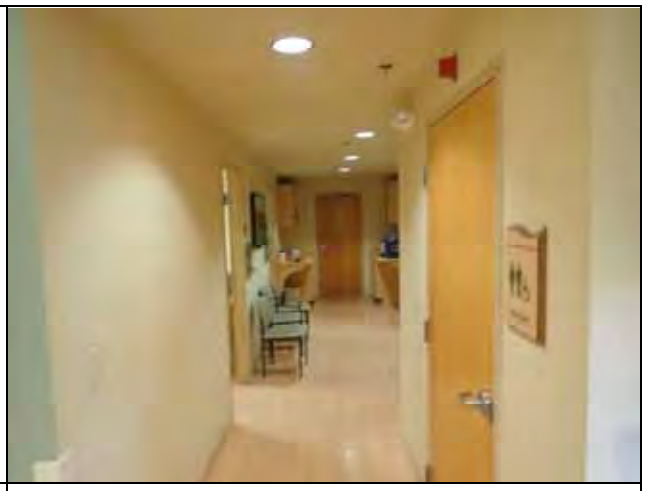
Primary Entry

Lobby at Primary Entry



Lobby from Second Floor

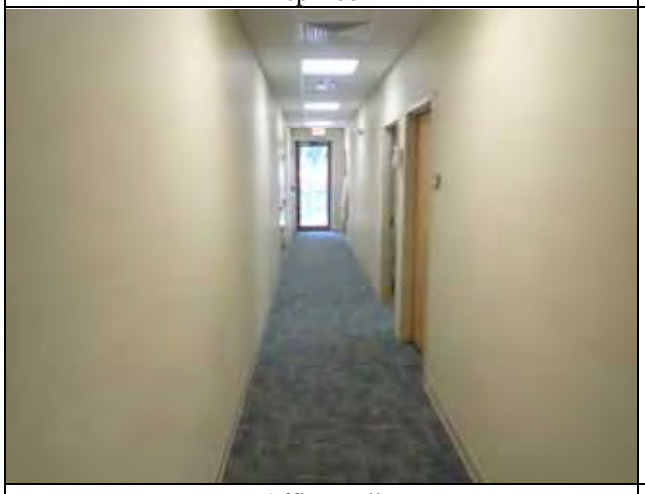
Lobby from Second Floor



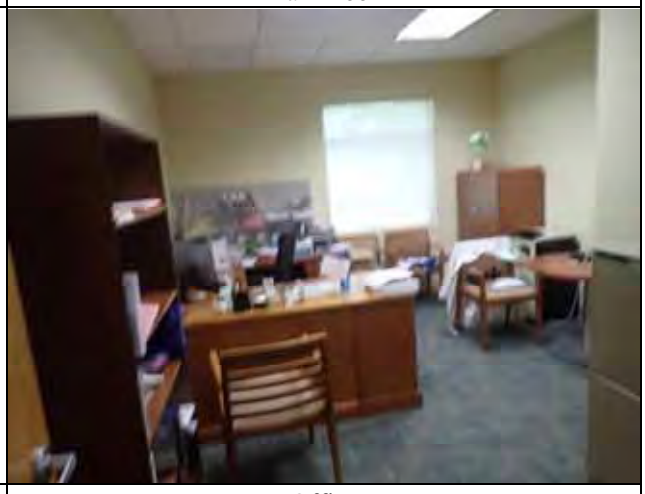
Exam Hallway

Prep Room

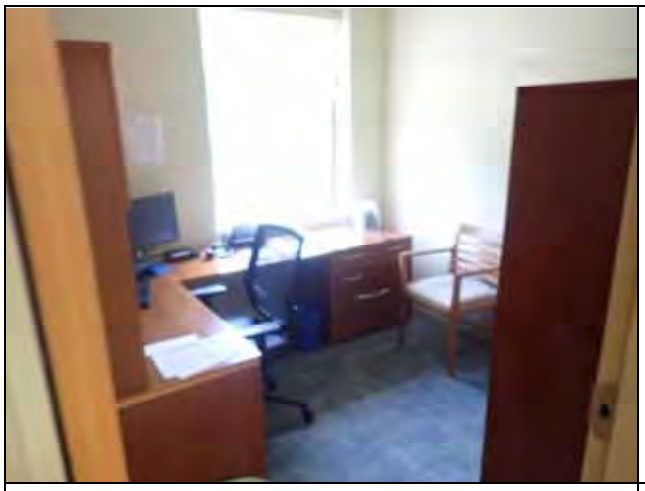
Exam Room



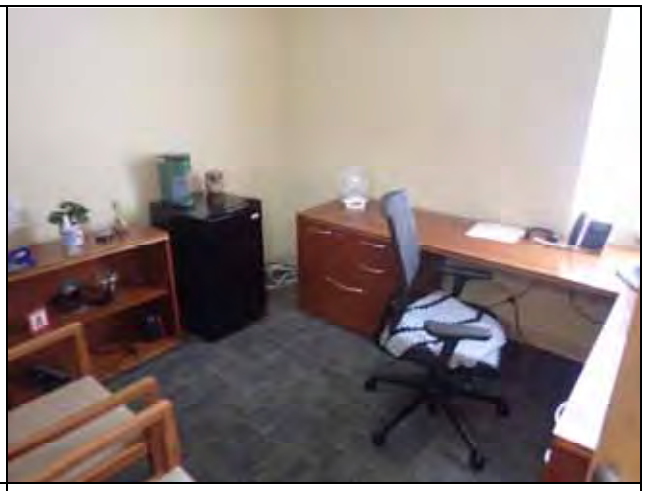
Office Hall



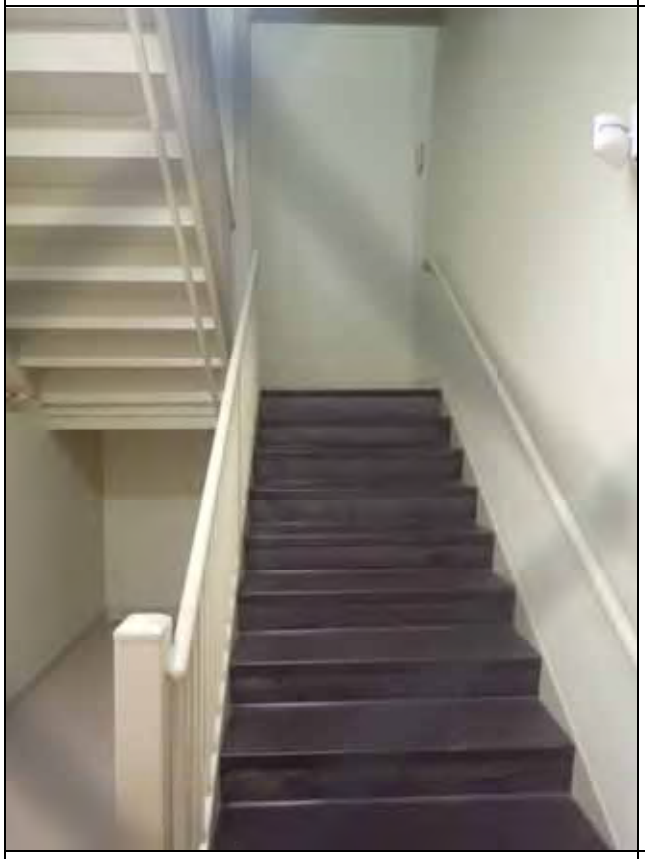
Office



Office



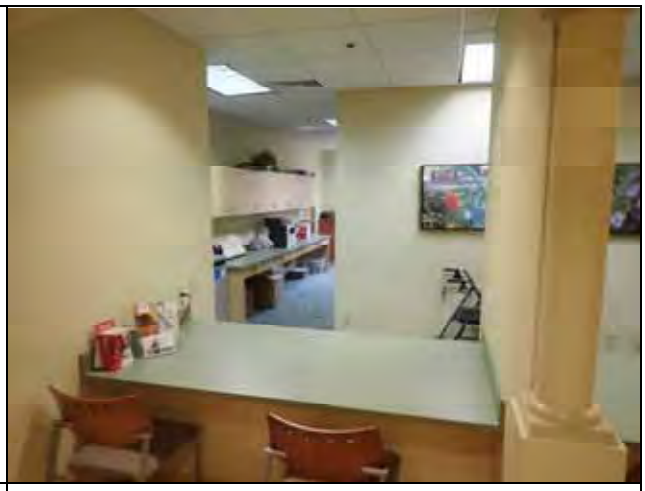
Office



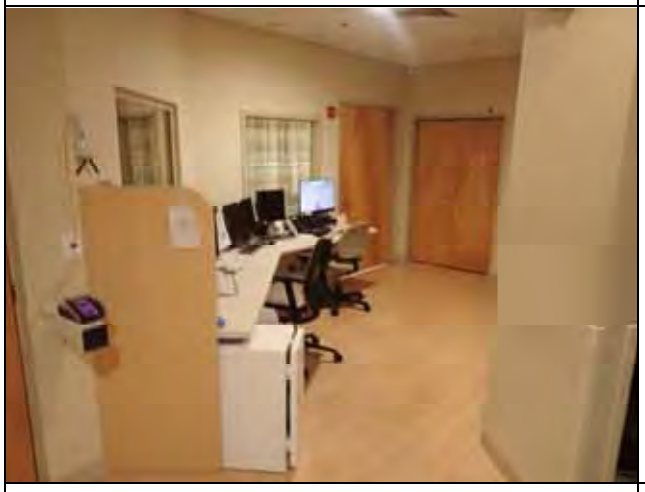
Stairs

Lab

Hall to Chemo Check-in and Vaults



Chemo Check-In



Vault/Imaging Control Room

Patient Waiting

Imaging

PET/CT

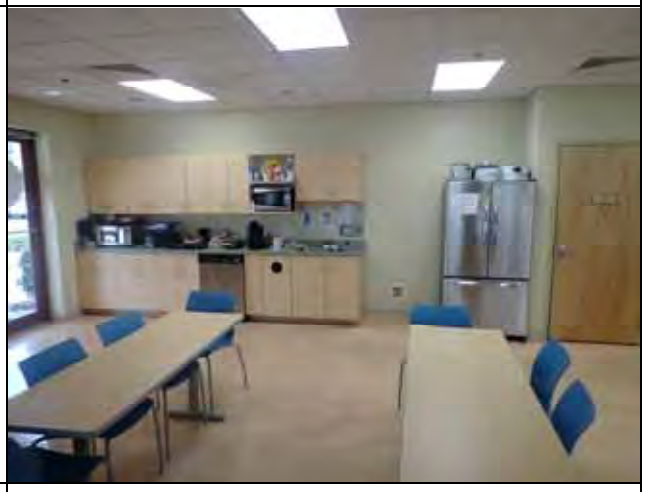
Vault Door

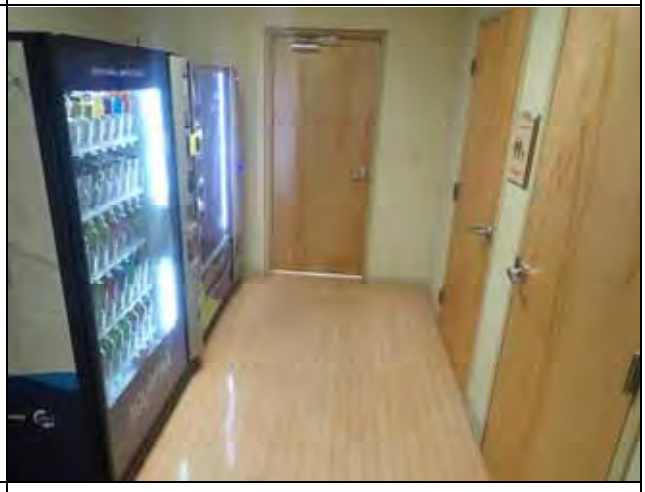
Vault Door

LINAC

LINAC

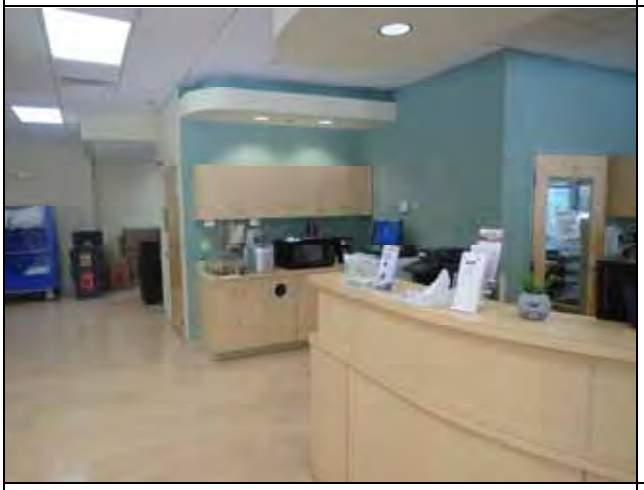
WOMEN'S
DRESSING ROOM



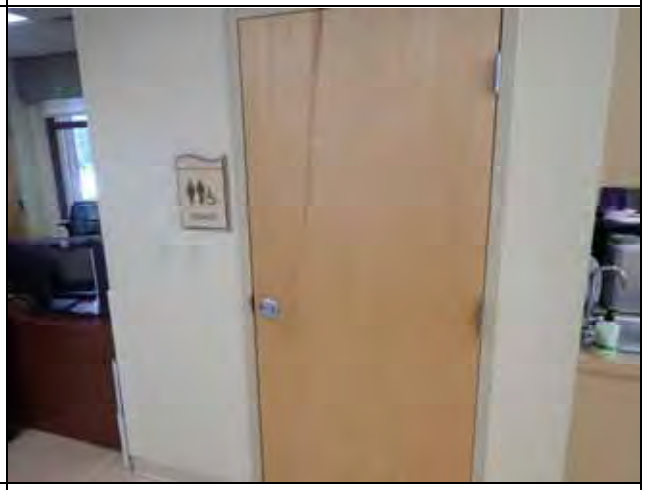


Elevator

Second Floor Nurse's Station

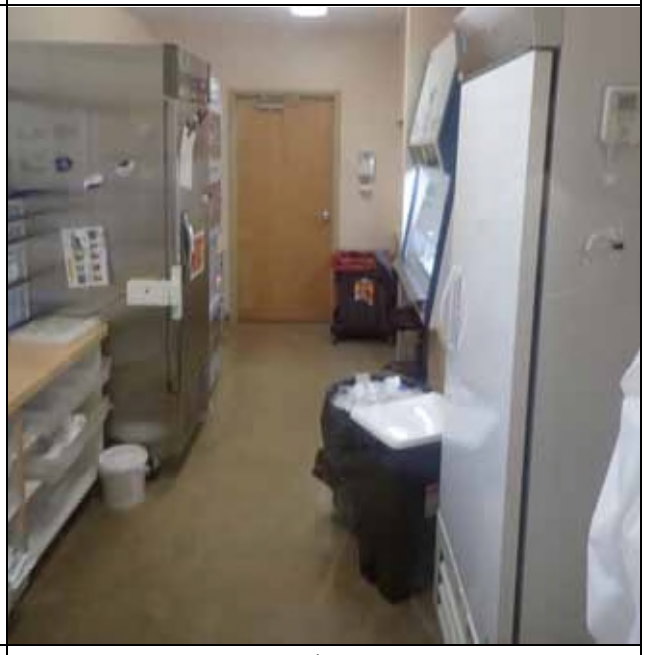


Second Floor Nurse's Station



Restroom

Second Floor Waiting

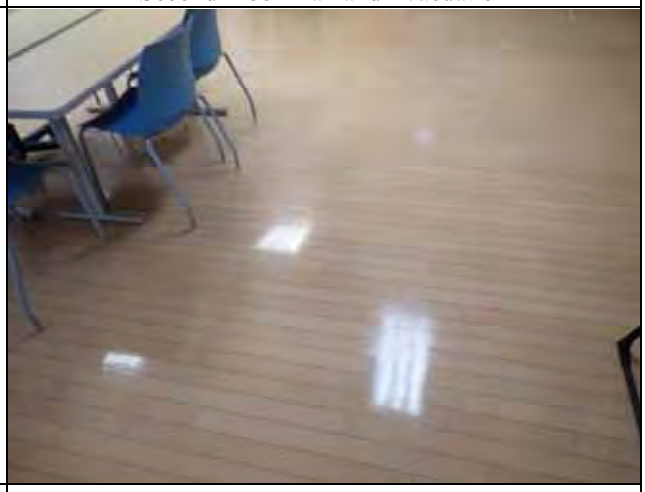


Med Prep

Infusion

Second Floor Plan and Evacuation

Ceiling and Lighting Detail



Flooring Detail

Improvements Description

The subject is a two-story comprehensive cancer care center located in Titusville. The facility contains two large radio therapy vaults with 1,986.50 SF of combined GBA (29' x 68.5'), along with PET/CT scanning room, a CT room, 13 smaller private offices, 7 of which contain private bathrooms, two larger multi-user offices for Dosimetry and Insurance/Billing, 12 exam rooms with plumbing, a total of 19 bathrooms, and 38 chemo treatment beds with phone chargers and data outlets on the second floor. There are two 250kw diesel backup generators, and the facility is fully sprinklered.

Building Summary	
Building Name/ID	Health First Cancer Center
Building Description	Radiotherapy Cancer Care Facility
Building Class	B
Construction Class	Class B
Construction	Concrete Block/Reinforced Concrete
Construction Quality	Average
Year Built	2008
Renovations	None Noted
Overall Design/Appeal & Functional Utility	The subject has average exterior design appeal, and above average interior finishes and design appeal. With two large LINAC Vaults and two shielded imaging rooms, the subject has above average utility for a comprehensive cancer treatment center.
Planned Capital Improvements	Representatives of property ownership reported a recent roof replacement which has been verified through permit retrieval. Representative of ownership did not report any planned capital improvements.
Condition	Above Average
Appeal and Appearance	Above Average
Number of Stories	2

Building Area	
Office GBA	22,599
Gross Leasable Area (GLA)	22,599
Finished Area	22,599
Canopy Area	1,133
Open Porch	1,137
Source for SF Area	Building Plans and Brevard County Property Appraiser Records. Where there are discrepencies, we assume actual buildings plans are most accurate.
Percent Office	100%
Percent Finished	100%
Percent Under AC	100%

Appraiser's Note: There are discrepancies between the square footage reported by BCPAO and that recorded on the building plans. We assume the building plans are the most accurate indication of the subject square footage.

Number of Units	
Office Units	1
Subject Units	1
Number of Bathrooms	19
Infusions Stations	38
LINAC Vaults	2
Imaging Rooms	2
Exam Rooms	12
Offices	13

Foundation Frame/Ext.	
Foundation	Poured Concrete Slab
Frame	Concrete Block/Reinforced Concrete
Exterior Walls	Brick
Windows	FLOAT(53) pane insutated retail glass in aluminum frame.
Roof Type	Bar Joist Rigid
Roof Cover	BU-TG/MMBRN
Roof Condition	The subject roof was not inspected, and this appraisal assumes the roof is in adequate and serviceable condition. Representatives of ownership indicate the roof was replaced in 2023. Brevard County permit records indicate the final inspection was completed in late December.

Mechanical Systems	
Heating	Package Units
Cooling	Package Units
Electrical	Assumed Adequate but not inspected.
Plumbing Condition	Assumed Adequate but not inspected.
Fire Sprinkler	Fully Sprinklered

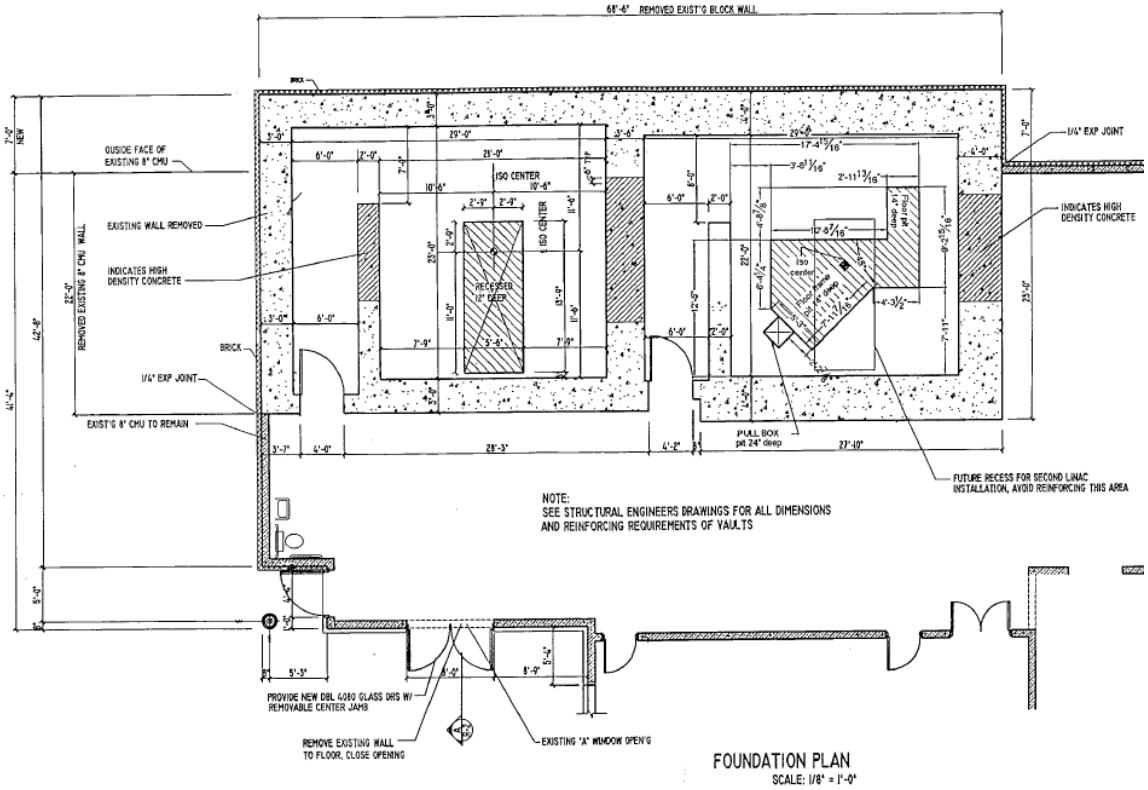
Interior	
Floor Plan Layout	The primary entry through the front of the building enters into a lobby with reception directly ahead. To the right past reception are exam rooms and private offices with restrooms. The left wing of the building is devoted primarily to the LINAC vaults and imaging located in the southeast corner of the building. The north east corner of the building is devoted to a large billing/accounting office and large conference room. The second floor is accessed through a staircase to the right of the of the main entry, or from the elevator located just outside the billing/accounting office. The second floor is mostly open, with 38 infusion stations.
Interior Finish Rating	Above Average
Floor Covering	Wood Laminate and Carpet
Walls	Painted Drywall
Ceiling Cover	Accoustic Drop and Painted Drywall
Ceiling Height (Effective, Feet)	10'+
Eave/Building Height	26'
Interior Lighting	Flourescent
Restrooms	19

Parking Attributes	
Parking Spaces	88
Parking Type	Paved open surface parking
Parking Adequacy	Given the current use as Radiotherapy Cancer Care Facility, the subject building is required to have 113 spaces, and has 88 spaces.
Parking Comments	The subject does not have enough spaces to meet current zoning requirements for parking. There are an 4 motorcycle spaces included in the parking count. The subject received a parking variance in 1993 that allows for overflow parking in non-paved areas, which applies to the vacant parcel directly across from the N. De Leon Ave. point of access. This lot is 0.55 acres and is capable of supporting parking for the additional 25 vehicles as required by zoning.
Parking Ratio	3.89 spaces per 1,000 square feet

Other Improvement Attributes	
Deferred Maintenance	A portion of the wrought iron gate along the west property boundary is in need of
FF & E Description	The value of FF&E is outside the scope of this report and is not considered a component of the value estimate contained herein.
Building Description Comments	The subject is a special use property dedicated to comprehensive cancer care. The majority of the building is built out as general medical office space, however, there are two large LINAC vaults and two imaging rooms that occupy approximately 5,987 SF. This cost of this portion of the building is incredibly high, but allows for use of the most advanced radiotherapy technologies. As a special use property, to use the subject to it's Highest and Best Use requires a team of radiotherapists, oncologists, and physicists to place and operate the highly technical and costly equipment the vaults are designed to house. As such, the pool of potential users capable of putting the improvements to their highest and best use is relatively small. On-site parking is non-conforming based on current zoning, with a shortfall of 25 spaces.
Most Probable Buyer	Owner-User - Medium/Large Private Practice or Hospital Group

Vaults

The subject vaults of the of Maze Type, discussed in the property description section below.



Highest and Best Use

Before an opinion of value can be developed, the highest and best use of the property must be determined for both the subject site as though vacant, and for the property as improved. Highest and best use may be defined as

> "The reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value 1."

1. **Permissible Use.** What uses are permitted by zoning and other legal restrictions?
2. **Possible Use.** To what use is the site physically adaptable?
3. **Feasible Use.** Which possible and permissible use will produce any net return to the owner of the site?
4. **Maximally Productive.** Among the feasible uses which use will produce the highest net return, (i.e., the highest present worth)?

Because the use of the land can be limited by the presence of improvements, highest and best use is determined separately for the land or site as though vacant and available to be put to its highest and best use, and for the property as improved.

The first determination reflects the fact that land value is derived from potential land use. The highest and best use of a property as improved refers to the optimal use that could be made of the property including all proposed structures.

The determination of the highest and best use of land as though vacant is useful for land or site valuation; determining the highest and best use of an improved property provides a decision regarding continued use or demolition of the property.

Highest and Best Use As-Vacant

Reviewing the permitted principal uses set forth under the zoning ordinance, physical characteristics of the site, as well as recent developments in the neighborhood we conclude the Highest and Best Use, As-Vacant, is for Commercial Development, most likely medical office.

Highest and Best Use As-Improved

We must also address the Highest and Best Use of the property, considering the current improvements to determine if the site and improvements are being used in a manner that maximizes the value of the property.

The existing improvements consist of an Medical Office containing a total GBA of 22,599 SF. The subject was built in 2008 with Average construction quality and currently in Above Average condition with an Above Average overall appeal. The building has approximately 100% under Air and 100% finished space.

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1 *The Appraisal of Real Estate* 12th Edition, Page 305, Appraisal Institute

Overall, the property appears adequately maintained, with interior finishes and condition that are considered above average. The property was built for a very specific end use, and some of the improvements are not easily or inexpensively removed is an alternate use is desired, however, the vaults can be converted to alternate uses with little impact on overall utility of the building. There are several nearby examples of such conversion. When vaults are no longer in use, buildings are typically sold/leased as general medical/dental or professional office space. While construction requirements differ, bank vaults are often converted to office space, leased secure storage, or the buildings are sold/leased to dispensaries that are in need of vaults to secure their product. The subject's overall utility for use as a comprehensive cancer treatment center is considered above average due to the two large LINAC Vaults and two shielded imaging rooms. Further, the second floor is capable of delivering chemotherapy treatments to 38 patients simultaneously. It is noted that the subject site does not meet current parking requirements, but does have a parking variance in-place allowing for overflow parking on non-paved surfaces. While this variance is still recorded, discussions with the City of Titusville Planner indicate the variance may have expired upon change of property use when the medical building was developed in 2008.

Utilization of the subject for medical office use is consistent with area development trends and with the surrounding land uses.

The subject has average exterior design appeal, and above average interior finishes and design appeal. With two large LINAC Vaults and two shielded imaging rooms, the subject has above average utility for a comprehensive cancer treatment center. There is no indicated excess land. The subject Floor Area Ratio (FAR) meets or exceeds current building trends for this property type.

Site utility is Above Average due to the non-conforming deficiency in parking. To adhere to parking requirements 25 additional spaces would need to be provided. It is noted that there is a recorded variance for non-paved overflow parking, and current ownership also owns a non-paved parking area just across from the N. De Leon access. However, discussions with City of Titusville Planners indicate the variance has likely expired, as it contained a change of use clause. Planners found no information pertaining to parking requirements at the time of development, and it is unknown what will be required to conform with current regulations. With the exception of inadequate parking, the subject otherwise has adequate size, shape, access, utilities, and topography for professional and medical office use.

The subject building is legally permitted and is a physically possible use, though as noted above on-site parking is non-conforming. We are not aware of any specific financially feasible changes that could be made to make the property more desirable or competitive within the market. The subject unit size, location, access, visibility, specialty construction are all appealing.

We conclude that The Highest and Best Use of the subject, As-Is, is for Continued Use.

Exposure Time

Exposure time is the estimated length of time that the subject would have been offered on the market prior to a hypothetical sale of the property on the effective date of the appraisal. Based on data obtained from sales transactions and interviews with market participants, it is our opinion that the probable exposure time for the property at the concluded, "as is" market value is 6-8 Months for the effective date of August 12, 2024.

Marketing Period

Marketing period is an opinion of the amount of time it might to take to sell the subject at the concluded market value during the period immediately following the effective date of the appraisal. We have observed that market conditions are in transition, however, do not foresee shocks to the market in the near term. In consideration of transitioning market characteristics, it is our opinion that a reasonable marketing period for the subject is the same as its exposure time. Therefore, we estimate the subject's marketing period to be 6-8 months for the effective date of August 12, 2024.

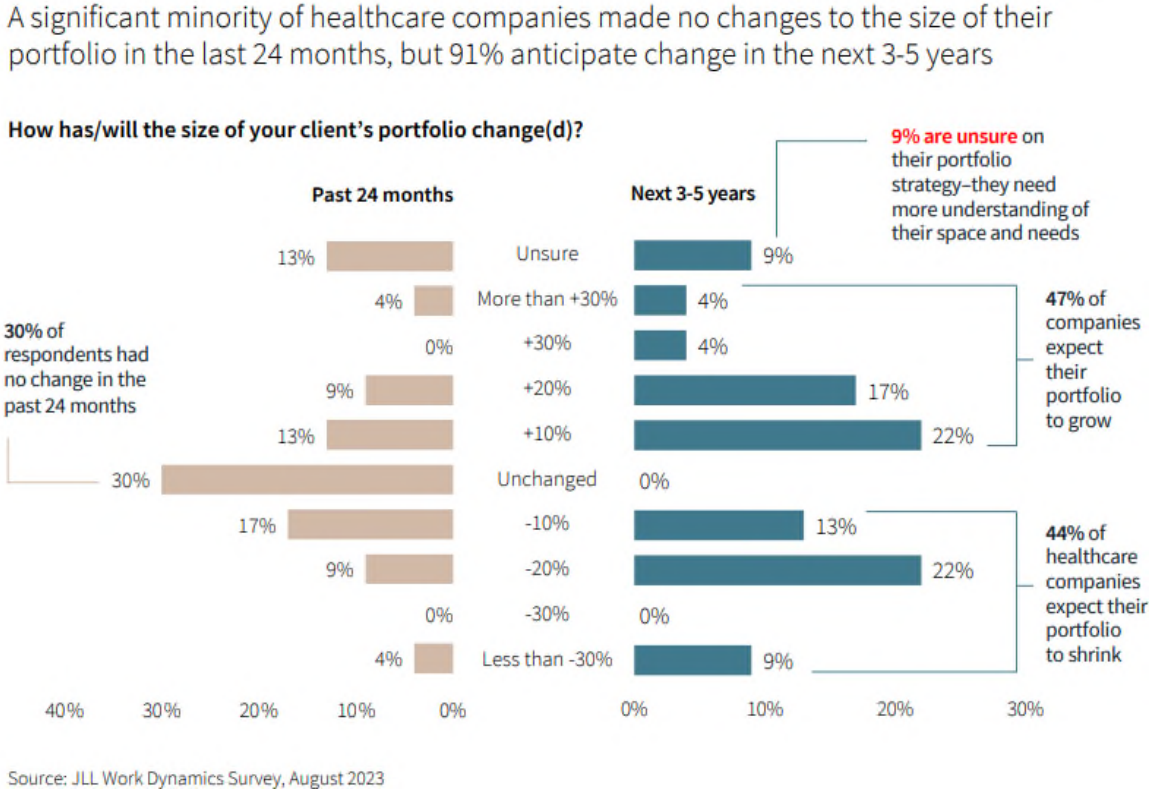
Health Care & Medical Office Market Analysis

National - Healthcare Trends Driving Decision Making in 2024

National level market data for the medical office sector, published in 2024, primarily analyzes data through year end 2023. Having just started Q2 2024, there is limited published data and research through Q1 2024. Some of the most credible available research published in 2024 comes from Colliers and JLL.

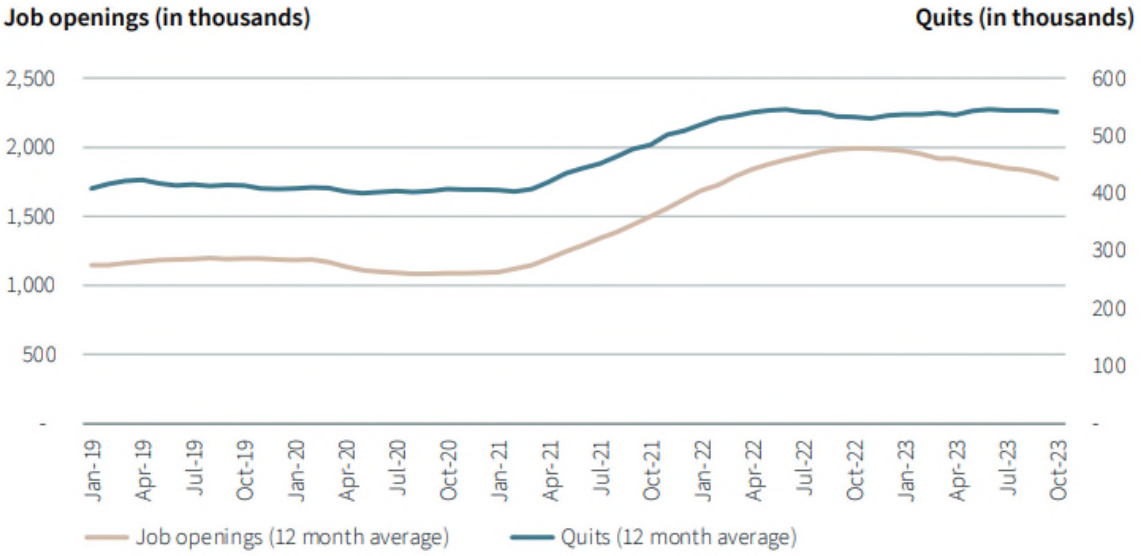
In their *2024 Healthcare Real Estate Outlook*, JLL identifies 5 trends in the healthcare industry that will drive decision making and their impact on healthcare related real estate.

1. Focus on Organizational Fitness – Health systems and provides will look to real estate to reduce costs and improve revenue. By reevaluating and revamping staffing and process, implementing technology and partnering with or hiring experts, healthcare organizations will leverage both the organization and assets of real estate to better enable their core mission.



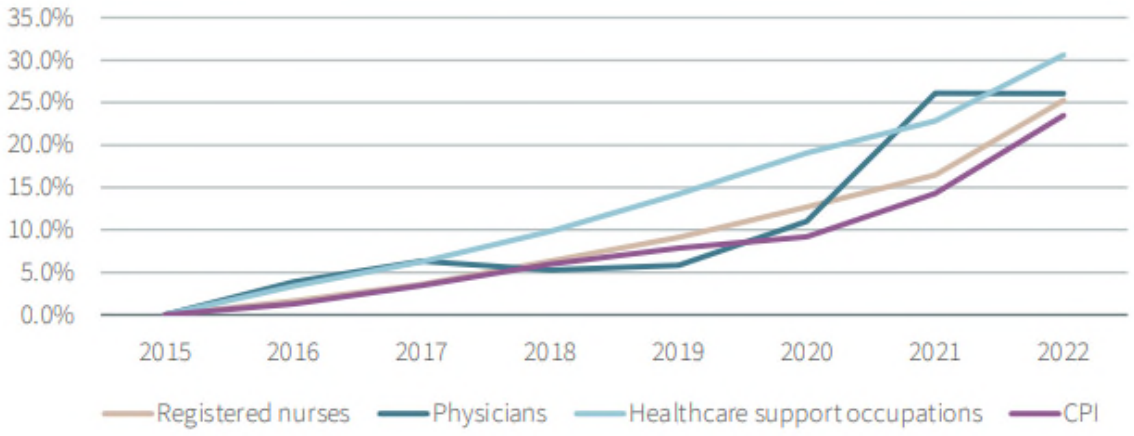
2. Rising Wages + Tight Talent Pool – While wage growth has slowed, structural imbalances in the healthcare talent pipeline remain. To compete in a tight labor market, top healthcare systems and providers will examine how real estate can drive efficiency and help with talent retention.

Healthcare and social assistance job openings & quits
(rolling 12-month average)



Source: U.S. Bureau of Labor Statistics, retrieved via FRED

Average annual wages for healthcare occupations

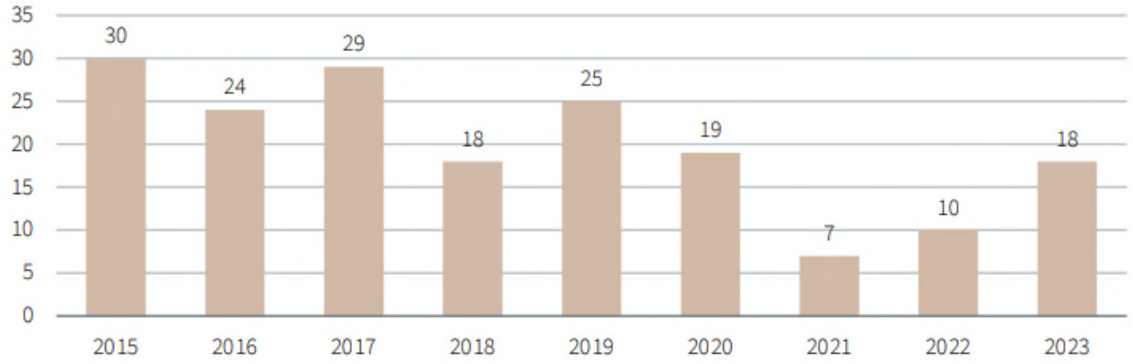


Sources: Lightcast; U.S. Bureau of Labor Statistics, retrieved via FRED

3. Consolidation + Integration – Consolidation of health systems and vertical integration will continue; especially as financial distress continues to challenge providers. As mergers take place, health systems must take care in both the pre- and post-merger phase to ensure full integration and optimization of real estate locations.

Hospital and health system transactions

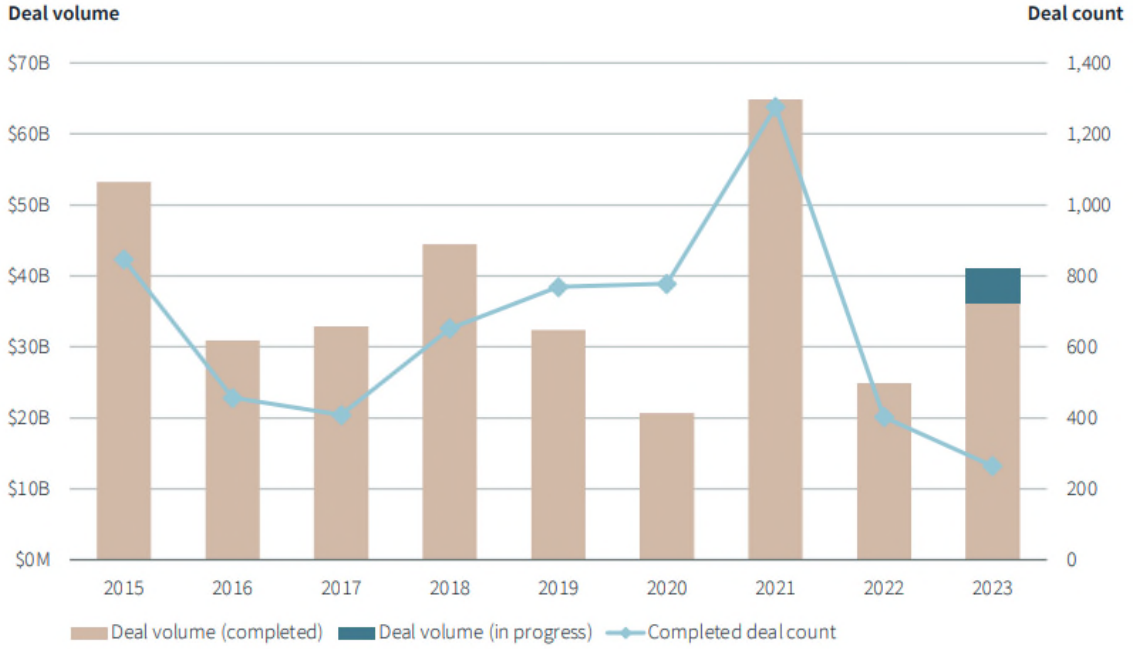
Number of announced hospital and health system transactions by year



Source: Kaufman Hall

4. Disruptions Accelerate Consumer Focused Care – New entrants to the healthcare space, including technology companies and private equity, are accelerating the shift from inpatient to outpatient care. While healthcare systems are often slower to innovate, increased focus on overall patient health and better integration of technology will lead to further "retailization" and "amenitization" of care.

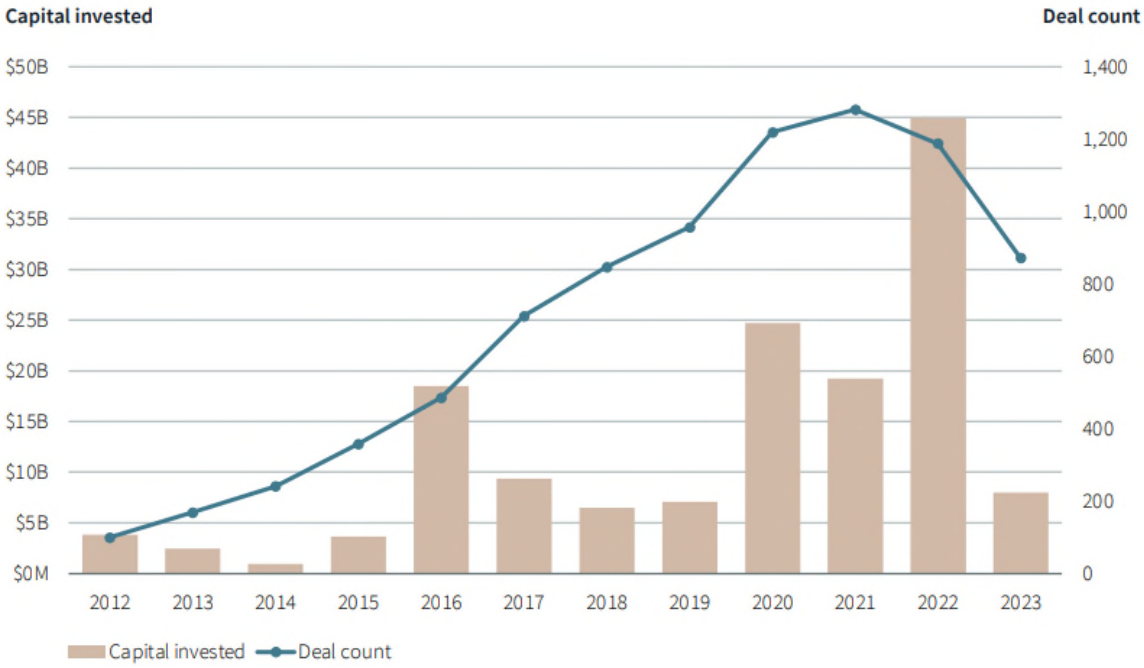
Investment in healthcare services and care



Source: Pitchbook, data retrieved December 7, 2023

5. Taking Artificial Intelligence from Theory to Practice - Leading health systems and providers will use AI as a partner for providing care, including the optimization of facilities to improve efficiency and quality. Property owners will implement AI to make real-time facilities adjustments and improve maintenance efficiency. While it comes with an upfront cost, investment in AI now will create efficiencies later.

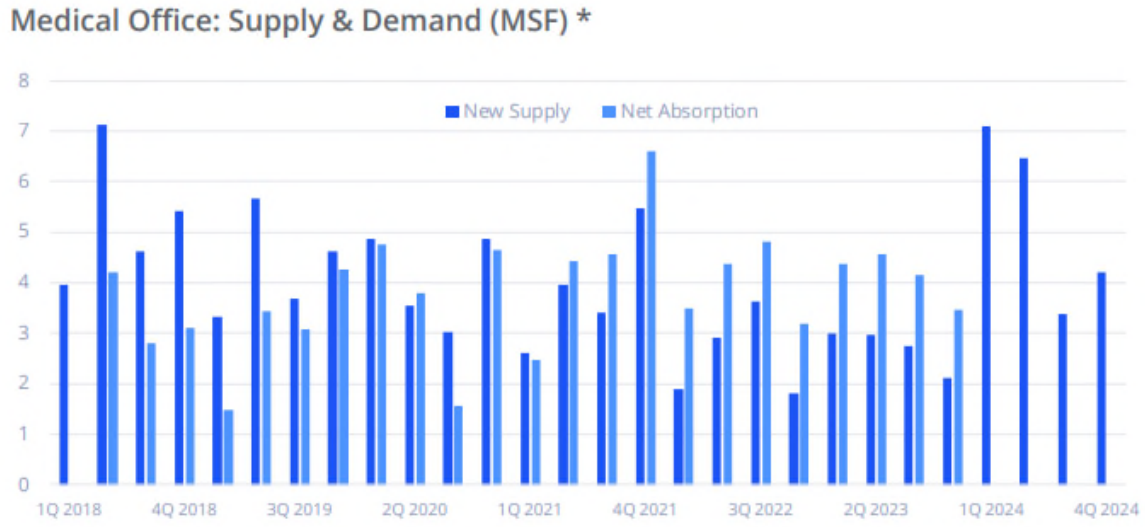
Investment in healthcare AI in the U.S.



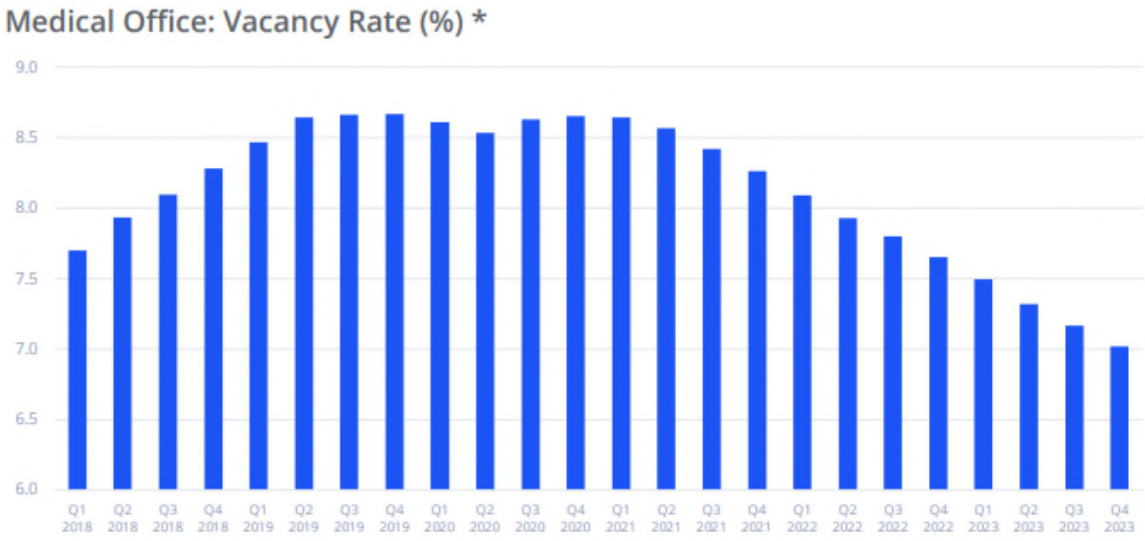
National - Fundamentals and KPI's

Colliers U.S. Research Report, 2024 Healthcare Marketplace highlights key performance indicators and analyzes fundamentals. The key takeaway from this report is that despite headwinds, the outlook for 2024 in bright. Colliers believe the demand for healthcare services should continue growing as the population grows and the youngest Babay Boomers turn 60. Vacancy rates have declined steadily since the beginning of 2021. Currently, national demand is outpacing supply, and developers are hesitant to break ground due to elevated construction costs. Simply supply and demand indicates lease rates should continue to rise through 2024.

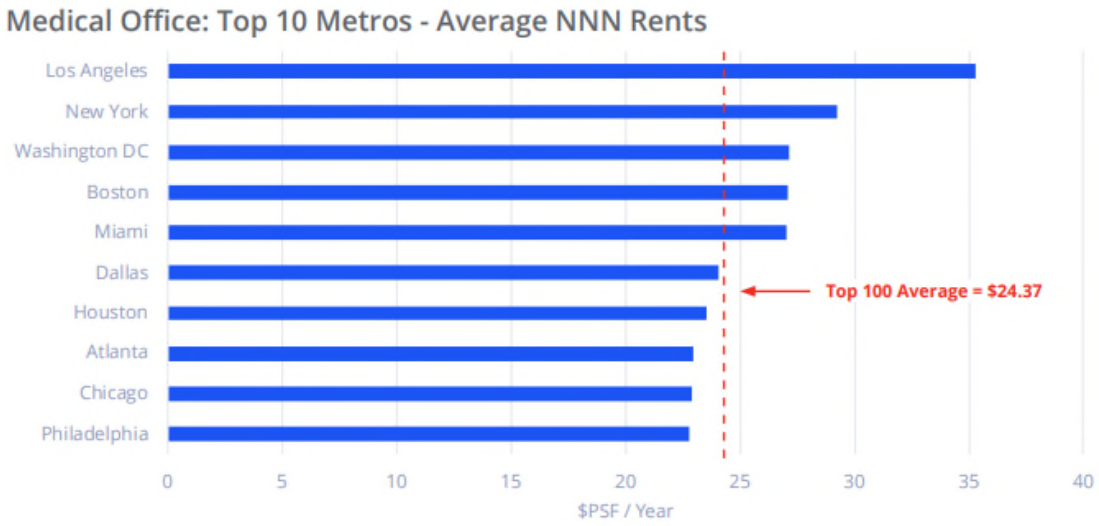
Though increases to the FED Funds Rate have resulted in rising CAP Rates beginning in late 2022, declining sales volumes, and put downward pressure on pricing, the trend toward outpatient care and the large population of residents 55+ in Florida presents a possible opportunity in the State's medical real estate market.



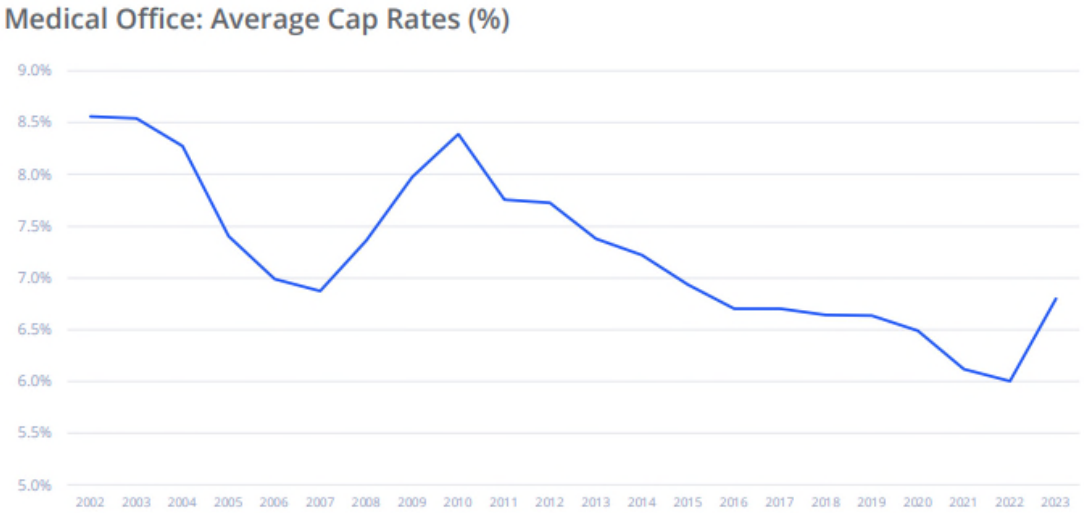
*Source: Revista *Top 100 markets*



*Source: Revista *Top 100 Markets*



Source: Revista



Source: Real Capital Analytics

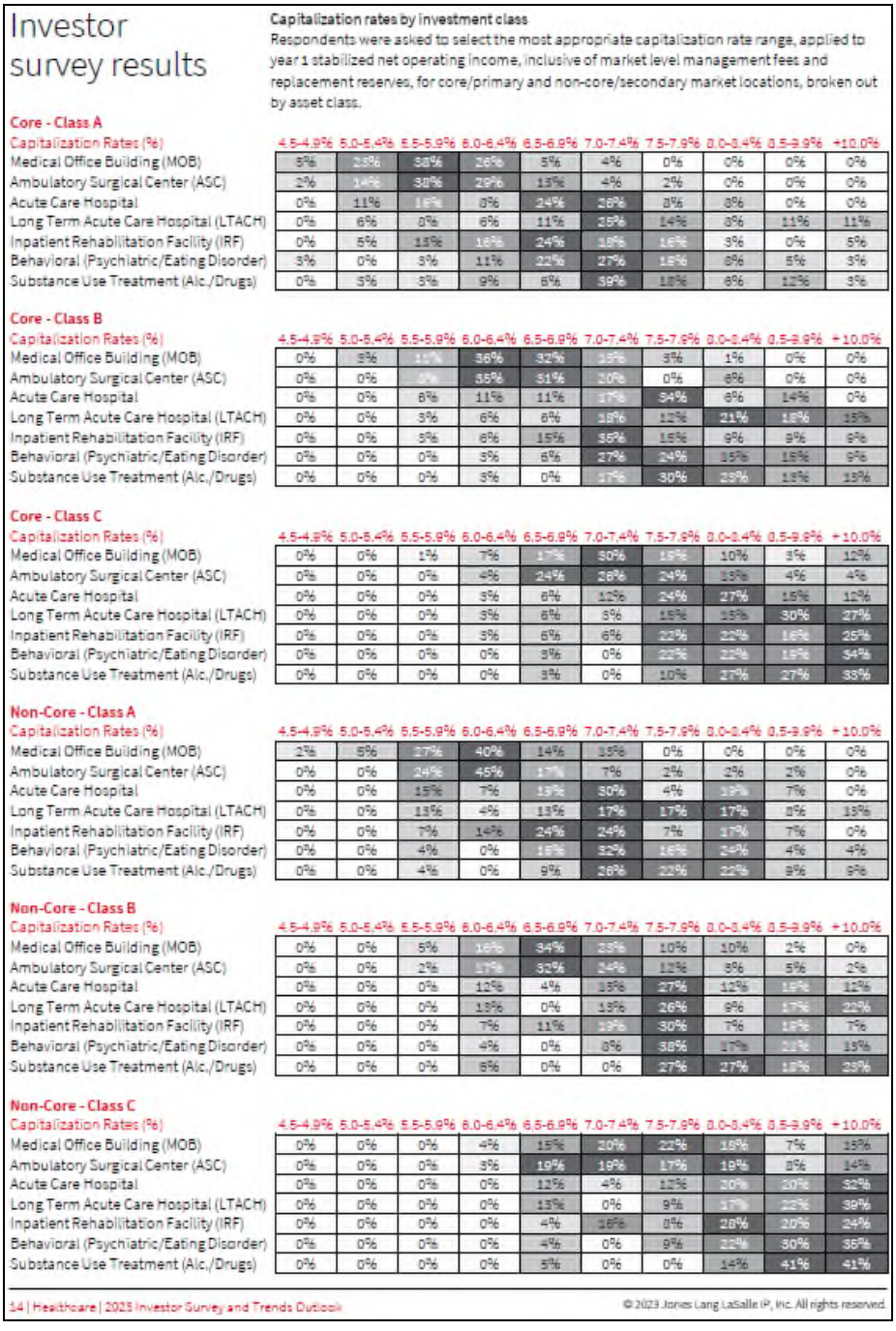
Colliers summarizes their 2024 Healthcare Industry Outlook by saying: "With the pandemic in the rearview mirror, hospitals and healthcare providers will still encounter many challenges and difficult decisions, including tighter margins and labor constraints. However, optimism is building around potential transformative changes via artificial intelligence and therapeutic advancements. Moreover, while the economy is beginning to cool, investment and merger activity is expected to heat up as interest rates decline".

Shift to Outpatient Care will Drive Continued Demand for Ambulatory Surgical Centers

Specific to Ambulatory Surgical Centers, Shawn Janus, of Colliers notes the "Rise of Ambulatory Surgery Centers": "Recent data shows ambulatory surgery centers (ASCs) are predicted to see 22% growth over the next 10 years as healthcare delivery increasingly shifts to outpatient settings. Ambulatory care centers are gaining traction as they offer convenience, cost-effectiveness, and a wide array of outpatient services. In 2024, these centers will be expanding their scope of services to provide more complex procedures that had previously been exclusive to hospitals. The leading services will include rheumatology, gastroenterology, endocrine, and dermatology, per Provista".

JLL Investor Survey (Published Q2 2023)

This is the most recent investor survey available from JLL. Though the data contained in this report looks to the past, focusing on 2022, the market outlook and investor survey is forward looking to 2023 and beyond. Much of the market outlook contained within the report is dated, however, we feel the investor survey provides valuable insight into the investor mindset as of Q2 2023. While the survey responses are approximately 12 months old, the real estate market is notorious for the lag in response to market changes and shocks, and the detailed breakdown of responses by property type is the most- timely available. The survey responses are summarized below.



Investor survey results

Capitalization rates by investment class

Respondents were asked to select the most appropriate capitalization rate range, applied to year 1 stabilized net operating income, inclusive of market level management fees and replacement reserves, for core/primary and non-core/secondary market locations, broken out by asset class.

Core - Class A

Capitalization Rates (%)	4.5-4.9%	5.0-5.4%	5.5-5.9%	6.0-6.4%	6.5-6.9%	7.0-7.4%	7.5-7.9%	8.0-8.4%	8.5-8.9%	+10.0%
Medical Office Building (MOB)	8%	23%	38%	26%	5%	4%	0%	0%	0%	0%
Ambulatory Surgical Center (ASC)	2%	14%	38%	29%	13%	4%	2%	0%	0%	0%
Acute Care Hospital	0%	11%	16%	0%	24%	26%	0%	0%	0%	0%
Long Term Acute Care Hospital (LTACH)	0%	6%	0%	6%	11%	25%	14%	0%	11%	11%
Inpatient Rehabilitation Facility (IRF)	0%	5%	13%	16%	24%	18%	16%	3%	0%	5%
Behavioral (Psychiatric/Eating Disorder)	3%	0%	3%	11%	22%	27%	16%	0%	5%	3%
Substance Use Treatment (Alc./Drugs)	0%	3%	3%	9%	6%	39%	18%	6%	12%	3%

Core - Class B

Capitalization Rates (%)	4.5-4.9%	5.0-5.4%	5.5-5.9%	6.0-6.4%	6.5-6.9%	7.0-7.4%	7.5-7.9%	8.0-8.4%	8.5-8.9%	+10.0%
Medical Office Building (MOB)	0%	3%	11%	36%	32%	15%	3%	1%	0%	0%
Ambulatory Surgical Center (ASC)	0%	0%	3%	35%	31%	20%	0%	8%	0%	0%
Acute Care Hospital	0%	0%	6%	11%	11%	17%	34%	6%	14%	0%
Long Term Acute Care Hospital (LTACH)	0%	0%	3%	6%	6%	18%	12%	21%	18%	15%
Inpatient Rehabilitation Facility (IRF)	0%	0%	3%	6%	15%	36%	15%	9%	9%	9%
Behavioral (Psychiatric/Eating Disorder)	0%	0%	0%	3%	6%	27%	24%	15%	15%	9%
Substance Use Treatment (Alc./Drugs)	0%	0%	0%	3%	0%	17%	30%	23%	13%	13%

Core - Class C

Capitalization Rates (%)	4.5-4.9%	5.0-5.4%	5.5-5.9%	6.0-6.4%	6.5-6.9%	7.0-7.4%	7.5-7.9%	8.0-8.4%	8.5-8.9%	+10.0%
Medical Office Building (MOB)	0%	0%	1%	7%	17%	30%	18%	10%	3%	12%
Ambulatory Surgical Center (ASC)	0%	0%	0%	4%	24%	28%	24%	15%	4%	4%
Acute Care Hospital	0%	0%	0%	3%	6%	12%	24%	27%	15%	12%
Long Term Acute Care Hospital (LTACH)	0%	0%	0%	3%	6%	3%	15%	15%	30%	27%
Inpatient Rehabilitation Facility (IRF)	0%	0%	0%	3%	6%	6%	22%	22%	16%	25%
Behavioral (Psychiatric/Eating Disorder)	0%	0%	0%	0%	3%	0%	22%	22%	15%	34%
Substance Use Treatment (Alc./Drugs)	0%	0%	0%	0%	3%	0%	10%	27%	27%	33%

Non-Core - Class A

Capitalization Rates (%)	4.5-4.9%	5.0-5.4%	5.5-5.9%	6.0-6.4%	6.5-6.9%	7.0-7.4%	7.5-7.9%	8.0-8.4%	8.5-8.9%	+10.0%
Medical Office Building (MOB)	2%	5%	27%	40%	14%	15%	0%	0%	0%	0%
Ambulatory Surgical Center (ASC)	0%	0%	24%	45%	17%	7%	2%	2%	2%	0%
Acute Care Hospital	0%	0%	15%	7%	15%	30%	4%	19%	7%	0%
Long Term Acute Care Hospital (LTACH)	0%	0%	13%	4%	13%	17%	17%	17%	0%	13%
Inpatient Rehabilitation Facility (IRF)	0%	0%	7%	14%	24%	24%	7%	17%	7%	0%
Behavioral (Psychiatric/Eating Disorder)	0%	0%	4%	0%	16%	32%	16%	24%	4%	4%
Substance Use Treatment (Alc./Drugs)	0%	0%	4%	0%	9%	26%	22%	22%	9%	9%

Non-Core - Class B

Capitalization Rates (%)	4.5-4.9%	5.0-5.4%	5.5-5.9%	6.0-6.4%	6.5-6.9%	7.0-7.4%	7.5-7.9%	8.0-8.4%	8.5-8.9%	+10.0%
Medical Office Building (MOB)	0%	0%	5%	16%	34%	23%	10%	10%	2%	0%
Ambulatory Surgical Center (ASC)	0%	0%	2%	17%	32%	24%	12%	8%	5%	2%
Acute Care Hospital	0%	0%	0%	12%	4%	18%	27%	12%	15%	12%
Long Term Acute Care Hospital (LTACH)	0%	0%	0%	13%	0%	13%	26%	9%	17%	22%
Inpatient Rehabilitation Facility (IRF)	0%	0%	0%	7%	11%	19%	30%	7%	19%	7%
Behavioral (Psychiatric/Eating Disorder)	0%	0%	0%	4%	0%	8%	38%	17%	21%	13%
Substance Use Treatment (Alc./Drugs)	0%	0%	0%	8%	0%	0%	27%	27%	18%	19%

Non-Core - Class C

Capitalization Rates (%)	4.5-4.9%	5.0-5.4%	5.5-5.9%	6.0-6.4%	6.5-6.9%	7.0-7.4%	7.5-7.9%	8.0-8.4%	8.5-8.9%	+10.0%
Medical Office Building (MOB)	0%	0%	0%	4%	15%	20%	22%	18%	7%	15%
Ambulatory Surgical Center (ASC)	0%	0%	0%	3%	19%	19%	17%	19%	8%	14%
Acute Care Hospital	0%	0%	0%	0%	12%	4%	12%	20%	20%	32%
Long Term Acute Care Hospital (LTACH)	0%	0%	0%	0%	13%	0%	9%	17%	22%	39%
Inpatient Rehabilitation Facility (IRF)	0%	0%	0%	0%	4%	16%	8%	28%	20%	24%
Behavioral (Psychiatric/Eating Disorder)	0%	0%	0%	0%	4%	0%	9%	22%	30%	35%
Substance Use Treatment (Alc./Drugs)	0%	0%	0%	0%	5%	0%	0%	14%	41%	41%

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Cap rate spreads

Respondents were asked about the typical spread they are underwriting between the going-in and terminal/reversion capitalization rates on a 10-year hold.

All Markets

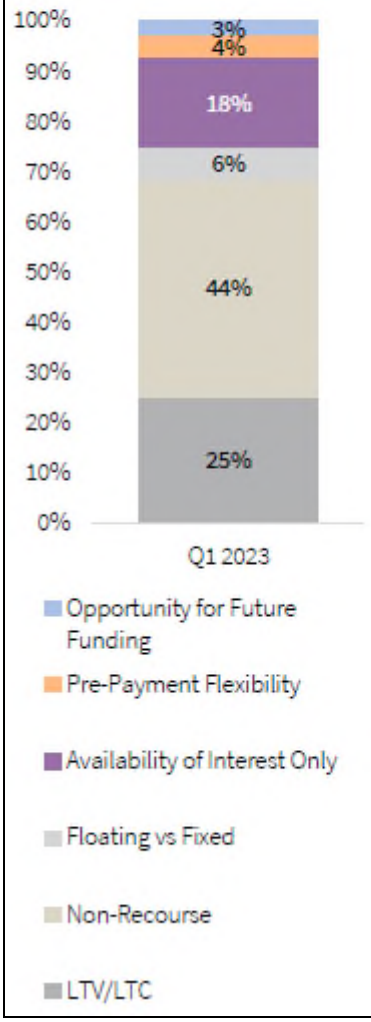
Going-in / Terminal rate spread	No Spread	<25 bps	25 bps	50 bps	75 bps	100 bps	125 bps	150 bps	>150bps
Medical Office Building (MOB)	8%	4%	20%	47%	10%	6%	4%	2%	0%
Ambulatory Surgical Center (ASC)	7%	7%	14%	39%	14%	7%	7%	0%	4%
Acute Care Hospital	0%	5%	16%	26%	16%	32%	0%	0%	5%
Long Term Acute Care Hospital (LTACH)	0%	6%	11%	33%	17%	28%	0%	0%	6%
Inpatient Rehabilitation Facility (IRF)	0%	5%	10%	50%	15%	15%	0%	0%	5%
Behavioral (Psychiatric/Eating Disorder)	0%	6%	13%	38%	6%	25%	6%	0%	6%
Substance Use Treatment (Alc./Drugs)	6%	0%	13%	38%	6%	25%	6%	0%	6%

Respondents were asked about the typical spread they are underwriting between the terminal/reversion and discount rates on a 10-year hold.

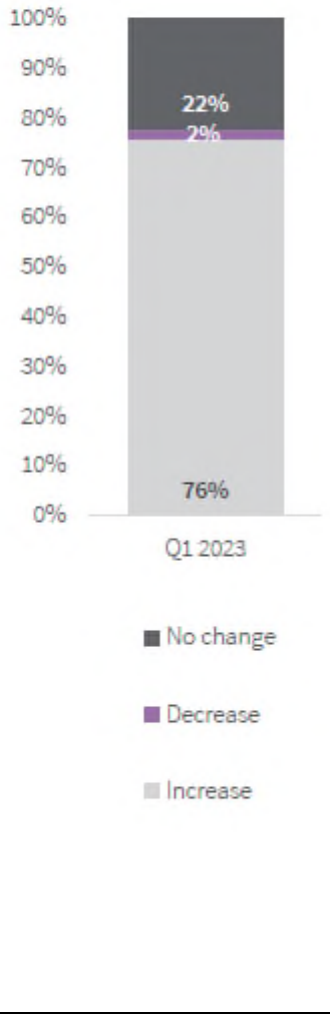
All Markets

Terminal / Discount rate spread	No Spread	<25 bps	25 bps	50 bps	75 bps	100 bps	125 bps	150 bps	>150bps
Medical Office Building (MOB)	8%	0%	11%	33%	17%	19%	0%	6%	6%
Ambulatory Surgical Center (ASC)	16%	5%	11%	16%	21%	26%	0%	0%	5%
Acute Care Hospital	17%	8%	8%	0%	0%	50%	8%	0%	8%
Long Term Acute Care Hospital (LTACH)	20%	0%	10%	0%	0%	50%	10%	0%	10%
Inpatient Rehabilitation Facility (IRF)	15%	8%	8%	0%	0%	38%	15%	0%	15%
Behavioral (Psychiatric/Eating Disorder)	18%	9%	9%	0%	0%	45%	0%	9%	9%
Substance Use Treatment (Alc./Drugs)	10%	10%	10%	0%	0%	50%	0%	10%	10%

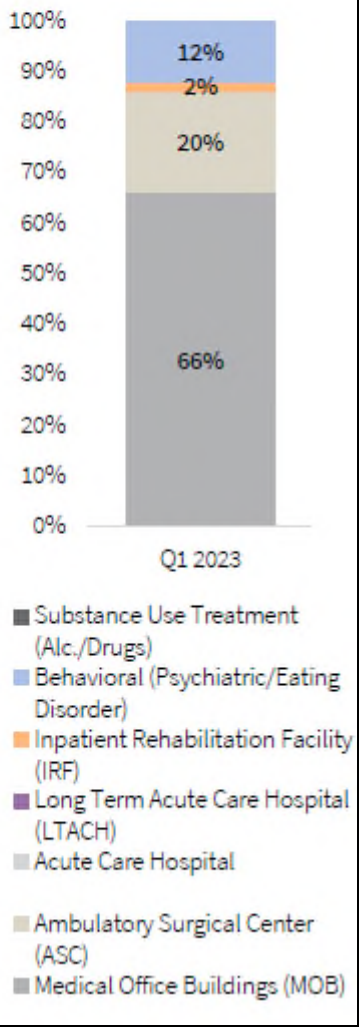
Financing terms
Respondents indicated their priorities for financing terms by highlighting the most important aspect when choosing a loan or lender. Non-recourse debt was indicated as the most important, with 44% of respondents selecting this choice, followed by LTV/LTC with 25% and Availability of Interest Only with 18% of respondents.



Outlook for capitalization rates
Investor sentiment for 2023 indicates 76% of respondents anticipate an increase in capitalization rates over the next 12 months, while only 22% anticipate no change and 2% anticipate a decrease. Rising Federal Funds rates and borrowing costs continue to weigh on cap rates.

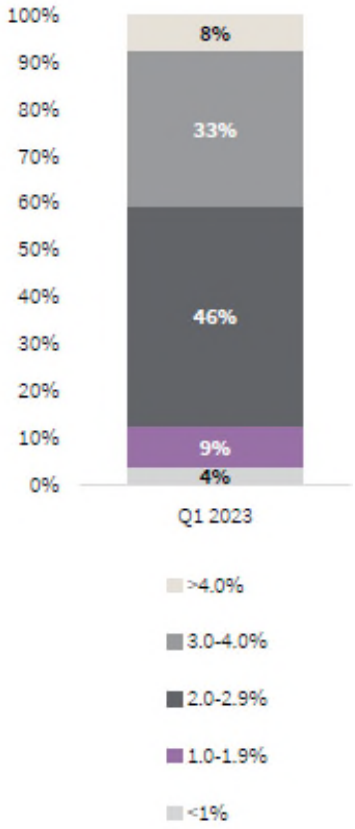


Opportunity for investment
Medical Office Buildings (MOB) were seen as the greatest opportunity for investment, with 66% of respondents. Ambulatory Surgical Centers were indicated as the greatest investment opportunity by 20% of respondents, followed by Behavioral (Psychiatric/Eating Disorder) with 12%.



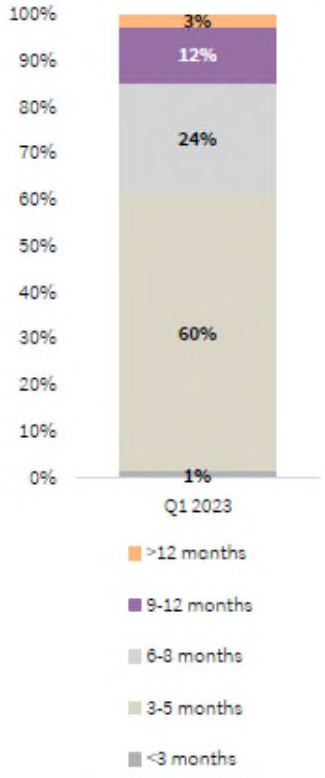
Lease rates

Almost half, 47%, of respondents indicated that lease rates would grow between 2.0-2.9% annually, with 33% indicating slightly faster growth at 3-4%.



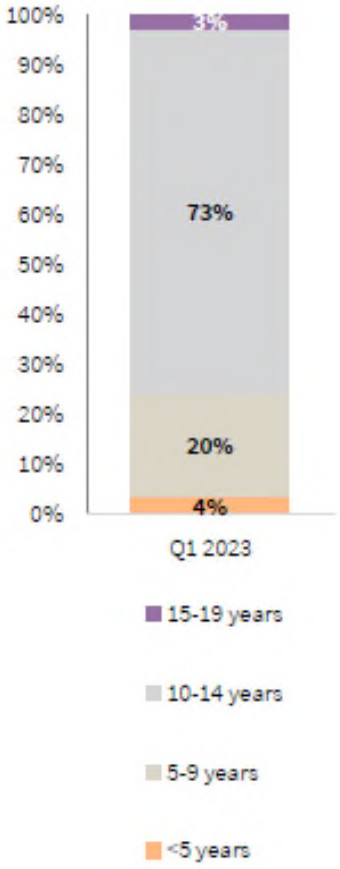
Marketing time

Respondents were asked to indicate typical marketing time for healthcare assets, defined as the number of months between the date a property is listed through the date of closing. A majority of respondents, 60%, indicated marketing time was between 3-5 months, followed by 24% of respondents indicating a 6–8-month marketing time.



Lease terms

Market participants were asked to identify the minimum lease term they would consider for a sale-leaseback. A strong majority of participants (73%) indicated 10-14 years was the minimum term they would consider, followed by 5-9 years with 20% of respondents.



Regional

Central Florida

Cushman & Wakefield covers the Central Florida Area and Orlando MSA in their Midyear Market Report: Orlando Medical Office 2023. The report covers the Medical Office Market through June 2023.

With the repeal of Florida's Certificate of Need (CON), healthcare providers have been asking if Florida will see an influx of micro-hospitals. In Central Florida, the growth of Freestanding Emergency Departments (FSED) by the area's "big three" systems (HCA, AdventHealth, and Orlando Health) has been ongoing for years. However, FSED's did not require a CON and were, therefore, a great way for a system to plant its flag in the market while going through the lengthy CON process.

On the other hand, a micro-hospital offers similar services as an FSED except they can admit patients for overnight stays. They are much smaller than traditional acute care facilities (typical micro hospitals have 8 to 20 in-patient beds, while the smallest full-service hospital in Central Florida has 89 beds). However, prior to 2019, these smaller hospitals would have required a CON in Florida. That is no longer the case and now Central Florida may be seeing its first micro-hospital. Recently, Houston-based Nutex Health submitted plans for a site in Clermont. They have also announced locations in Gainesville, Jacksonville, Miami, Lakeland, and Odessa. Nutex is not the only micro-hospital operator pushing for growth in The Sunshine State (although they are the first in the Orlando MSA). Large systems such as UF Health and Baptist have also announced plans for micro-hospitals in various Florida markets.

Source: Cushman & Wakefield

Economy

Orlando's unemployment rate was 3.0% in June 2023, 10 basis points (bps) lower than the rate one year ago, on par with Florida's rate and 80 bps below the National rate. Total nonagricultural employment reached 1.4 million, an increase of 50,400 jobs, or 3.7% year-over-year (YOY). Orlando added 4,900 Ambulatory Healthcare Service positions over the past twelve months, a 7.5% increase bring the total to 70,100 jobs.

Supply

Orlando's overall vacancy was 6.3% at the end of the second quarter, a 70-bps increase YOY. The Seminole County submarket contributed nearly half of the total vacant space, with a vacancy rate of 12.3%, well above the other submarkets. The region's pipeline was prominent, including seven buildings totaling 313,000 SF under construction at the midyear point. Orange County made up much of this new supply, at 57.4% of SF between 4 buildings.

Demand

Leasing activity totaled 148,900 SF through the first six months of 2023, a decrease of 20.7% YOY as economic uncertainty fueled the decreased activity. Orange County commanded new deals, accounting for 48.4% of SF signed through midyear. While overall activity was down, activity for Lake and Orange counties were sustained, up 1.4% and 3.2% each. Osceola County saw the largest drop in volume, down 68.1% YOY with just six deals signed so far in 2023. Seminole County's volume was also down 26.1% YOY. Overall absorption totaled negative 29,900 SF bus is projected to improve as new construction delivers.

Source: Cushman & Wakefield

Rental Rates

The overall average asking rate was $26.76 per SF (psf), a slight decrease by 0.4% YOY as increased supply in Seminole County flattened the overall growth. Demand for space in Orange County drove rates up for the submarket, finishing the quarter at $30.05 psf, a 5.6% increase YOY. Lake and Osceola counties saw modest rental growths as 1.2% and 1.6% annual changes respectively.

Major Regional Providers (Cushman & Wakefield)

ORLANDO HEALTH®

Orlando Health continues its rapid growth across the Orlando MSA (and beyond). They are nearing completion of their Jewett Orthopedic Institute, a 375,000-square-foot (sf) facility located on the system's main campus near Downtown Orlando. The system has also announced a new behavioral health hospital in partnership with Acadia Healthcare. The 144-room in-patient facility will be located in Apopka with an expected opening later this year. In addition, Orlando Health is nearing completion of their 320,000-sf, 124-bed acute care hospital in Lake Mary, also expected to open later this year.

In Longwood, Orlando Health has started extreme renovations on their aged South Seminole Hospital. Plans call for a new FSED and medical office space. They will no longer offer in-patient acute care services in Longwood, instead focusing on serving the Longwood community with their "healthcare hub" concept.

On the east side of Orlando, the community will see a new FSED from Orlando Health, who purchased a Harley-Davidson dealership on Lake Underhill Rd. Orlando Health's plans for the site call for an 18,000-sf facility, although no completion date has been announced.

AdventHealth

AdventHealth is also showing no slowdown on the growth front in Central Florida. The system has started construction on the former Holy Land theme park site, with plans for a 19,600-sf FSED with a potential future acute care hospital. They also celebrated the grand opening of their 19,000-sf FSED at Flamingo Crossings located near Disney.

On the hospital growth front, the system acquired over 60 acres in Lake Nona, with plans to build a 120-bed acute care hospital, 50,000-sf medical office building and parking garage. They've also purchased a 30-acre parcel in Minneola as a future hospital site.

HCA Healthcare

HCA Healthcare's growth in the Orlando MSA has been focused on FSEDs, with planned sites in Downtown Orlando, St. Cloud, Haines City, East Orlando near UCF and the Lee Vista area near the airport.

Hospital Systems Use Freestanding ERs to Chart Growth in New Areas

Over the last several years, Florida has seen incredible population growth. Rapid population growth, combined with an aging population requires development of housing, roadways, and other infrastructure that most people often associate with growth. Healthcare development is typically not something most people associate with growth, but is an important component of a thriving and healthy population, especially one with a large aging demographic such as Florida.

In response to this population growth, Central Florida healthcare companies have begun developing freestanding, off-site Emergency Rooms as a way to scout for areas in which hospitals may be developed in the future, while improving access to emergency medical services in areas experience high levels of population growth and development density.

The ending of the state's "Certificate of Need" program for hospital licensing and development has opened the door for increased development of hospital facilities in throughout the state. Much of the development detailed below has occurred subsequent to the end of the "Certificate of Need" program in 2019.

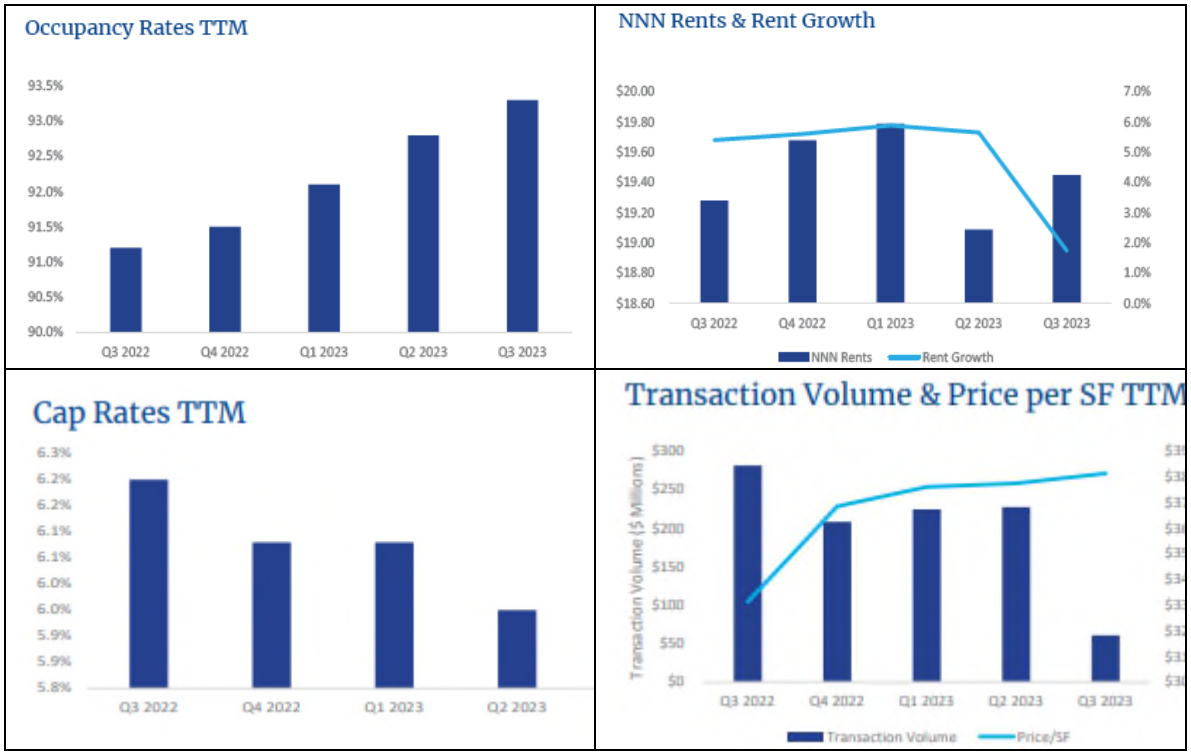
- Off-site, freestanding ERs state-wide have increased from 26 in 2016 to 116 as of March, 2024.
- In Central Florida, freestanding ERs have increased from 5 in 2018 to 26 as of March 2024.

The rapid development of freestanding ERs in Central Florida and throughout the state highlights the demand for additional healthcare facilities, and provides a cost-effective solution for hospitals to both increase access to healthcare in areas of rapid development while also assessing the viability of future development of full-blown hospital facilities. It also highlights the trend toward off-site provision of services typically associated with hospitals, such as: oncology and cancer care, gastroenterology, ambulatory surgical services, and emergency services.

Offsite services are popular with patients because they increase access to needed services, are often more convenient, and can often provide the same services as a hospital at a lower overall cost. With fewer impediments to development, increasing popularity, and growing demand, off-site hospital and medical services development growth is expected to continue for the foreseeable future.

Palm Bay-Melbourne-Titusville

Colliers published their *Florida Medical Outpatient Buildings Report* in Q3 2023. The report includes state-wide metrics in addition to a focus on submarkets. In their Palm Bay-Melbourne-Titusville submarket overview they state: "The medical outpatient market in the Palm Bay-Melbourne-Titusville metro area recorded a healthy and rising occupancy rate at 93.3 percent in the third quarter of 2023, increasing 50-basis points quarter-over-quarter. Net absorption posted positive 53,239 SF of demand in the third quarter, compared to positive 23,027 SF of absorption the 12 months prior to that. Average asking rents are rising and currently sit at $19.45 per square foot, an increase of 0.9 percent year-over-year. There are currently no MOBs under construction, but the Health First Merritt Island Hospital is expected to break ground in 2024" It is noted that the Health First Hospital broke ground in March 2024.



CAP Rates and Transaction Volume above apply state-wide – This data is not provided for the Palm Bay-Melbourne-Titusville MSA.

Area Professional and Medical Office Space

Wickham Road houses a considerable amount of medical office space. Much of this development was spurred by the opening of a Melbourne Regional Medical Center in 2002 as part of a new 20-acre medical complex in Melbourne. The 50-bed acute care hospital is located on the west side of Wickham Road, approximately one mile south of Sarno Road.

Other major hospitals and medical centers within Brevard County include:

- Health First Holmes Regional Medical Center
- Health First's Viera Hospital
- Health First Palm Bay Hospital
- Heal First Cape Canaveral Hospital
- Rockledge Regional Medical Center
- Brevard Medical City
- Circle of Cares Behavioral Health Services
- Parrish Medical Center
- Kindred Hospital Melbourne

Parrish Medical Center

Parrish Medical Center (PMC), a Parrish Healthcare integrated care partner, has been in continuous operation in the North Brevard area of Florida's Space Coast since 1958 and has been designated by NASA as an official medical receiving facility. First opened as North Brevard Hospital with 28 patient beds, the facility was expanded to include 96 beds in 1966, renovated in 1981 and replaced with an $80 million, 371,000-square-foot facility in November 2002.

PMC is named for the Parrish family of North Brevard who first donated land for a community hospital in the 1930s and made another major land gift in 1963.

Today, PMC is an award-winning, nationally recognized 210-bed, five story, not-for-profit, public, hospital serving the entire North Brevard community with an array of wellness and healthcare services. No local taxes have been levied to support the hospital's mission since 1994.

Parrish became the nation's first Integrated Care certified healthcare organization by The Joint Commission. With certification in 2016, PMC introduced Parrish Healthcare, a regional integrated network of collaborative health service providers, including:

- Parrish Medical Center, nationally recognized as One of America's Finest Healing Environments® and recipient of numerous patient safety and quality certifications and accreditations;
- Parrish Medical Group, a large multispecialty group of employed physicians and providers located throughout Brevard County certified by the National Commission on Quality Assurance, and;
- Parrish Health Network, a large, collaborative regional network of hundreds of independent physicians and providers, multiple insurance companies, The Children's Center, Jess Parrish Medical Foundation, and many other allied health services.

A growing network of Parrish Healthcare Centers are now located in Titusville, Port St. John, and Port Canaveral. The center in Port St. John was Florida's first outpatient healthcare facility to earn the LEED® Silver certification as an environmentally sustainable 'Green' building.

Cape Canaveral Hospital

Health First recently announced moving Cape Canaveral Hospital to their Merritt Island location, at the former site of Merritt Island Pro Health and Fitness center near the Merritt Square Mall. Current construction is underway, with a ribbon cutting ceremony held March 21, 2024. Cape Canaveral Hospital will continue operations at its current site until the new facility is complete.

The new hospital on Merritt Island will have 120 private, inpatient beds, six operating suites and 28 private emergency department bays. The relocation would move Cape Canaveral Hospital's services just four miles away from its current location on State Road 520 in Cocoa Beach.

The hospital, at its current location on the Banana River, frequently has to evacuate patients during tropical storms and hurricanes. Health First does not own Cape Canaveral Hospital. The hospital, and the land it sits on, are owned by the Cape Canaveral Hospital District, a special taxing district set up by the state in 1959 to fund the construction of a hospital to support the growing number of space workers and their families moving into the area. In 1995, the district entered into an agreement to lease the hospital to Health First. Health First will pay to demolish the existing 50-year-old building, if allowed by the Hospital District.

Another healthcare entity could take over the land and buildings, or, if the district is dissolved, its ownership could revert back to the city. That means it is too early for Mayor Ben Malik to speculate on what could take the place of Cape Canaveral Hospital.

HealthFirst Viera Hospital

The HealthFirst Viera Hospital is located west of I-95, off of Wickham Road. It was completed in April 2011 with features that include: 100 all-private, inpatient beds, Comprehensive, acute care, 24-hour Emergency Department, 12-bed Intensive Care Unit, Outpatient diagnostic and treatment services including a state-of-the-art Cardiac Catheterization Lab, and Vital Watch (electronic ICU) 2-way audio/video in all ICU rooms. Construction consists of five stories, with 250,000 SF built to hurricane resistant specifications.

HealthFirst opened a nearly 18,000 SF Center for Joint Replacement on the fourth floor at Viera Hospital in July 2013. The center treats between 20 and 25 patients a week. The center features a 10-bed unit with the capacity to expand to 20 beds.

Adjoining the hospital is The Medical Plaza at Viera Health Park, a three-story, 76,000 SF multi-specialty physicians building. The campus site is located on the southwest corner of Wickham Road and Lake Andrew Drive, just west of the I-95 interchange.

Holmes Regional Medical Center

The most significant development in the area is the Holmes Regional Medical Center, situated directly to the east of the subject. This hospital is the primary care provider for South Brevard and has become a major magnet for neighborhood growth. Several years ago, the hospital completed a major expansion. The construction included a new maternity wing, a new research institute, and the addition of an 8th floor for medical office space. The expansion houses a new Emergency Department and Trauma Center and increased the hospital's number of private beds.

Holmes Regional Trauma Center (HRTC) is the Space Coast's only Level II state-approved trauma center. The centerpiece is the Health First Heart Center, which is designed to provide world-class cardiac care for patients requiring everything from outpatient diagnostic tests to the latest in open-heart surgery. The hospital's new heart center includes 108 private rooms.

Within a one-mile radius around Holmes a large medical office park has been developed. The medical office market is predominately comprised of numerous freestanding buildings with several multi-tenant medical office buildings. Other developments in the medical district include an ACLF (Adult Congregate Living Facility) at the northeast corner of Hibiscus Boulevard and Hickory Street, the Regency Office Medical Park immediately east of the Atlantic Orthopedic Group building, and a large "Class A" office facility named the Apollo Professional Tower.

Orlando Health bids for Steward Health Care's East Central Florida Hospitals

By Ryan Lynch – Staff Writer, Orlando Business Journal

Aug 14, 2024

Updated Aug 14, 2024 5:37pm EDT

Orlando Health has made a stalking horse bid for Steward Health Care's East Central Florida operations.

The nonprofit health system signed a binding asset purchase agreement for Rockledge Regional Medical Center, Melbourne Regional Medical Center, Sebastian River Medical Center and Steward Medical Group Practices.

The move comes after Steward filed for Chapter 11 bankruptcy in May and later put all its hospitals up for sale.

"We have seen repeatedly that when Orlando Health enters a new area, patient care improves, relationships with physicians and team members grow stronger and surrounding communities benefit," David Strong, president and CEO of Orlando Health, said in a news release. "We believe we can recreate these same results for patients, team members, physicians and the communities in which these hospitals are located."

Orlando Health has been designated as the stalking horse bid for the sale. Higher or better-qualified bids from others can be received through Aug. 26. If other bidders emerge, a bankruptcy court-approved auction would take place.

If Orlando Health wins the bid, the sale would be subject to closing conditions and is expected to close in fourth-quarter 2024.

"The emergence of Orlando Health, a premier health system with extensive operations in and around Florida, as the leading qualified bid committed to purchasing these assets reinforces the attractiveness of these best-in-class assets," Mark Rich, President of Steward Health Care, said in a news release. "We look forward to reviewing any additional bids that are received between now and August 26th, and are encouraged by Orlando Health's vote of confidence in our Northern Florida operations."

A bid price was not immediately disclosed by either of the involved health systems.
Hogan Lovells US LLP is representing Orlando Health as counsel and Huron Transaction Advisory LLC is its healthcare investment banker.

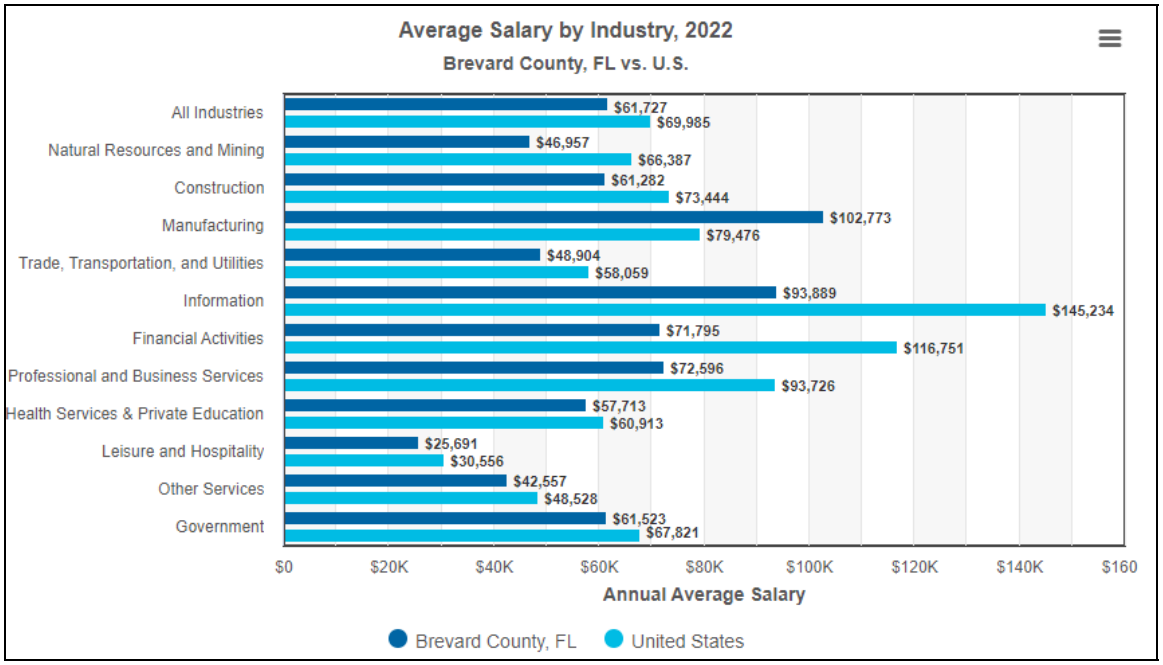
Steward is being represented by Weil, Gotshal & Manges LLP as restructuring counsel, McDermott Will & Emery as regulatory counsel, Leerink Partners LLC as healthcare investment banker and AlixPartners LLP as financial advisor.

The move comes as Orlando Health earlier this month announced it would acquire a 70% interest in Alabama-based Brookwood Baptist Health from Dallas-based Tenet Healthcare Corp. (NYSE: THC), allowing them to enter the state for the first time. The deal is for more than $910 million in cash and is expected to close by the fall.
Orlando Health is a 3,487-bed system that includes 17 hospitals and 10 free-standing emergency rooms, with other facilities under development. The system also features a variety of outpatient and specialty care facilities.

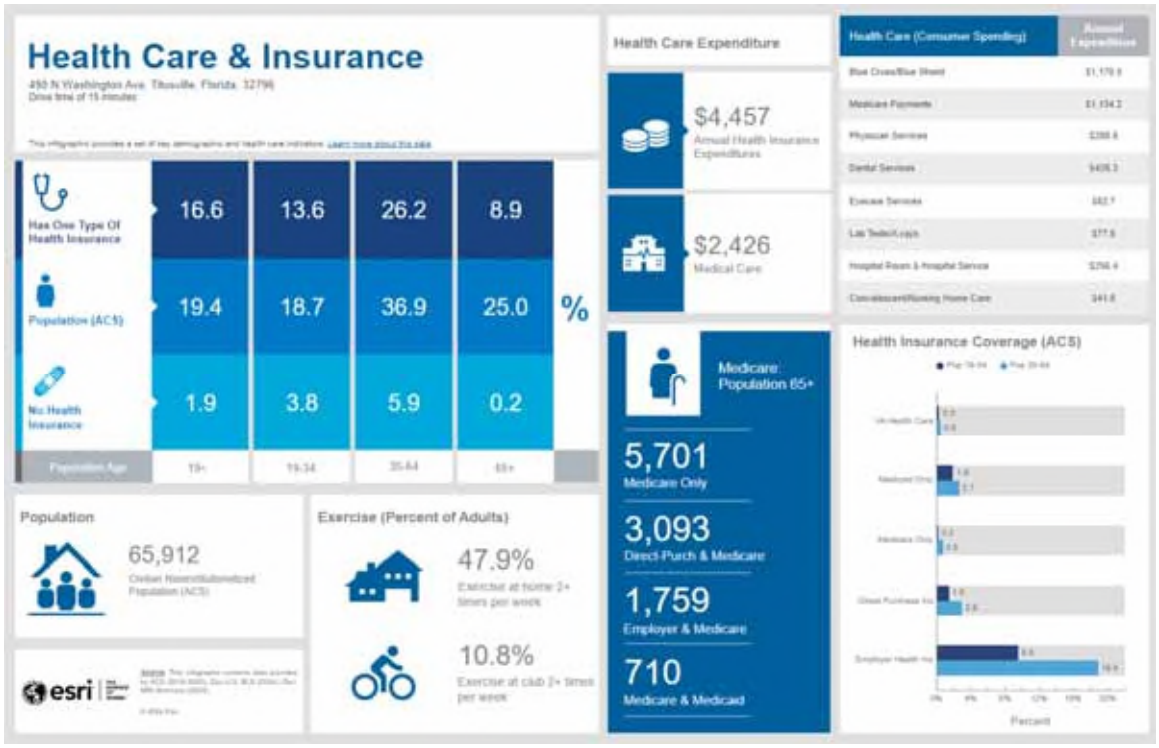
The system has 29,000 employees and more than 1,500 physicians, making it the fourth-largest employer in metro Orlando.

Brevard County Healthcare Market and Demographic Support

Healthcare and Medical Services are 3 of Top 15 Employment Drivers in Brevard County
3. Offices of Physicians – 12,924 Employees
6. General Medical and Surgical Hospitals – 11,648 Employees
13. Nursing Care Facilities – 5,730 Employees



Source: Brevard County Economic Development Council (Most Current Data Available)



Source: Site to do Business (15-min. drive time)

Brevard County Radiation Therapy Vault Supply

According to the Florida Cancer Data System (FCDS), there are 9 properties within Brevard County with licensed Linear Accelerator Vaults (Inclusive of the Subject), though two of them have been converted to alternate uses after ownership retired and the properties were listed publicly for sale. Tuttle Armfield Wagner has previously appraised 6 of the 9 buildings in the past. The list of properties with linear accelerator vaults is below, with photos of the vault rooms when available. A full list of properties within the state can be found in the Addenda.

Health First Cancer Institute

- Melbourne – 1130 Hickory St.

- Melbourne – 8725 Wickham Rd.

No Photo Available

- Titusville – 490 N. Washington Ave. – Radiotherapy procedures have been discontinued at the Subject

Cancer Care Centers of Brevard – Independently Operated

- Palm Bay – 10 San Filippo Dr. SE

  No Photo Available

- Melbourne – 1430 S. Pine St.

- Merritt Island – 215 Cone Rd.

Parrish Medical Center

- Titusville - 845 Century Medical Dr. – Radiotherapy procedures have been discontinued following eviction of Omni and have yet to resume.

Converted Facilities

Radiation Therapy Centers of Brevard (No Longer in Business)
https://nursertcb.wixsite.com/rtcb/services

- Rockledge - 1033 Florida Ave. – Converted to Professional Office (Financial) with vaults in-place.

- Titusville – 1825 Jess Parrish Ct. – Converted to Addiction Treatment Center with vaults in-place.

Locations of Linear Accelerator Vaults in Florida (by County)

According to the Florida Cancer Data System (FCDS), there are 121 properties within the State with licensed Linear Accelerator Vaults (Inclusive of the Subject), It is known that two of these facilities within Brevard County have been converted to alternate uses. It is unknown how many throughout the state have been converted to alternate uses.

Radiotherapy Vault Locations	
County	Number
Bay	2
Brevard	9
Broward	8
Charlotte	1
Citrus	2
Clay	1
Collier	4
Columbia	2
Duval	5
Hernando	2
Highlands	1
Hillsborough	8
Indian River	2
Jackson	1
Lake	1
Lee	5
Leon	1
Manatee	4
Marion	3

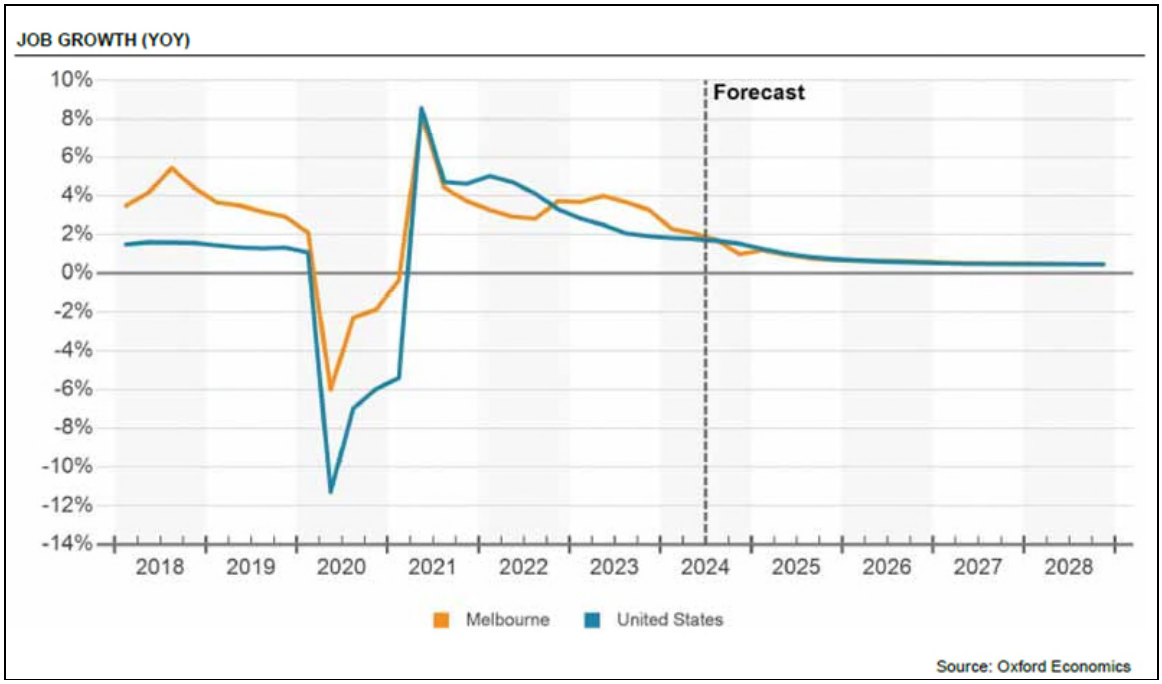
Radiotherapy Vault Locations	
County	Number
Martin	1
Miami-Dade	12
Monroe	1
Nassau	1
Okaloosa	2
Okeechobee	1
Orange	2
Osceola	1
Palm Beach	10
Pasco	5
Pensacola	1
Pinellas	6
Polk	4
Putnam	1
Sarasota	5
St. Johns	1
St. Lucie	1
Sumter	1
Walton	1

Melbourne Economic Summary

The Melbourne metro area is an integral part of the region known as Florida's Space Coast, a world-renowned aerospace hub. The region is home to NASA's Kennedy Space Center and Cape Canaveral Air Force Station, in addition to the launch and manufacturing operations of space companies including SpaceX, Boeing Co., Blue Origin, and Lockheed Martin Corp. The Space Coast is also home to the 45th Space Wing and the 920th Rescue Wing, both at Patrick Air Force Base, and the Naval Ordnance Test Unit at Cape Canaveral Air Force Station. Melbourne reported a 3.2% unemployment rate as of November 2023, 50 basis points below the overall U.S. rate of 3.7%.

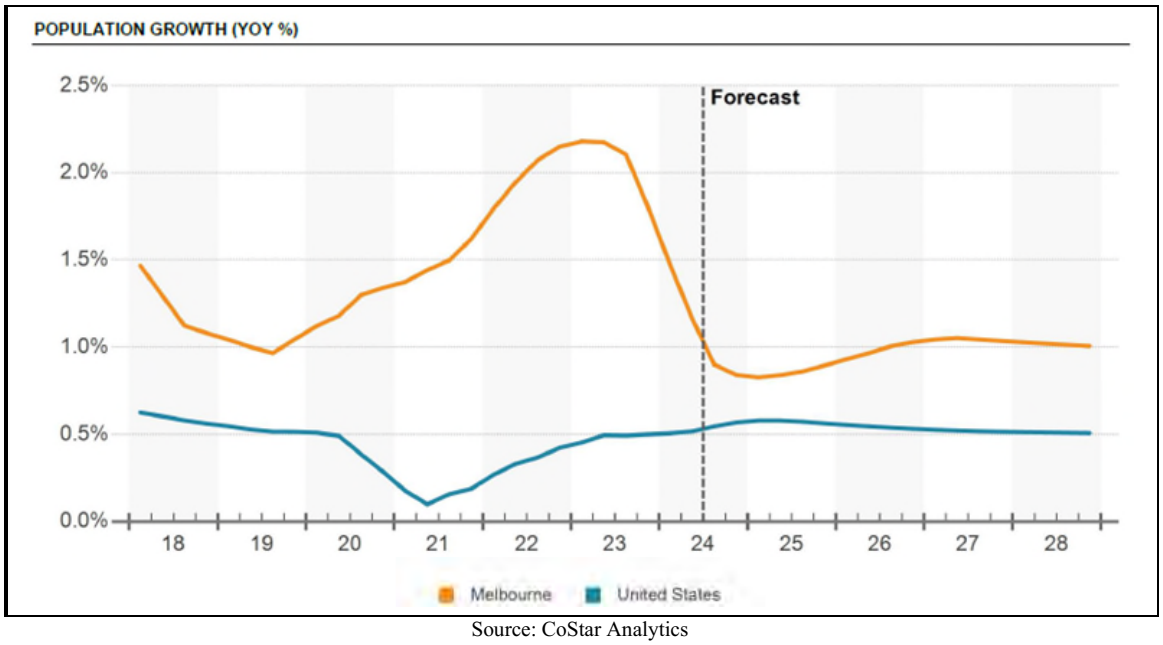
It was announced in May 2023 that Melbourne was chosen for the headquarters of the U.S. Space Force Space Training and Readiness Command ('STARCOM'), currently based out of Colorado Springs. The command will be based out of Patrick Space Force Base and there are plans to grow it from 800 to 1,500 employees by 2026.

Manufacturing is a key industry in Melbourne, and a company that makes infrastructure for liquid hydrogen systems is planning a large expansion in Brevard County. GenH2, currently based out of Exploration Park at Kennedy Space Center, is preparing a $35 million headquarters campus in Titusville on the former site of an automotive property. Site plans call for the redevelopment of an existing building into 60,000 SF of lab and offices, 100,000 SF of manufacturing area, and an observation deck for demonstrations and rocket launches.



Source: CoStar Analytics

Melbourne is also one of the nation's 10 most undervalued housing markets, according to a recent report by the National Association of Realtors, and was ranked #4 on U.S. News & World Report's recent ranking of the top places to retire in the U.S.



Source: CoStar Analytics

Melbourne Orlando International Airport (MLB) is America's fastest-growing aviation and aircraft manufacturing center, generating an estimated economic impact of nearly $3 billion per year. Over 20,000 people work on the airport grounds every weekday, representing companies like Northrop Grumman, L3Harris, Embraer Executive Jets, Collins Aerospace, STS Mod Center, Thales, GE Transportation, Southeast Aerospace, Satcom Direct, and Avidyne Corp. The airport is underway on a terminal renovation and expansion project that includes $72 million in upgrades, including the addition of 86,000 SF of new facilities.

Located directly on the main shipping lines along Florida's east coast, Port Canaveral offers 11 deep water berths and a deep draft main channel that offers unencumbered transit. The port is projected to have an economic impact of roughly $6 billion during 2023, primarily within the Space Coast and in the Orlando area. That's up more than 50% in the past five years. Nearly 4 million tons of dry and liquid bulk cargo are handled annually at the port. Outside of cargo handling, the cruise industry is a driving force here, and cruise operations are driving a steadily increasing share of the port's total revenue now that the sector has recovered from initial pandemic-induced strains. Port Canaveral is also ranked as the world's 2nd busiest cruise port in multi-day embarkations, just behind Miami. Royal Caribbean International's Wonder of the Seas, one of the largest cruise ships in the world, has had its home port at Port Canaveral since November 2022, and as of Summer 2024 the port will also be home to the company's brand-new Utopia of the Seas.

Competitive Listings

The subject is a 22,599 square foot Comprehensive Cancer Care Center with Above Average Appeal/Appearance and of Average Condition and Construction Quality. We researched the MLS to establish the number of available properties within the State of Florida currently marketed for sale. The search criteria are medical office properties with linear accelerator vaults. These listing have a range of asking price from $411.76 to $859.19 PSF, with an average asking price of $599.47 PSF and a Median of $527.45.

Competitive Listing Data				
Listing	**Price**	**SF**	**Notes**	**$/SF**
1	$12,000,000	22,751	Miami, Leased Fee, 0.83 acres, 2 Vaults	$527.45
2	$9,000,000	10,475	Jacksonville, Sale Leaseback, 2.82 acres, 2 Vaults	$859.19
3	$2,065,000	5,015	Sebastian, Fee Simples, 0.76 acres, 1 Vault	$411.76
			Min.	**$411.76**
			Max	**$859.19**
			Average	**$599.47**
			Median	**$527.45**

Listing 1

This competitive listing contains multiple parcels and multiple buildings. The largest leased portion was renovated to suit, and includes two radiotherapy vaults leased to GenesisCare with 7-years remaining. The property is being offered at a pro-forma CAP Rate of 5.96%, however, the pro-forma income is dependent upon demolition of a building and creation of a parking lot to be leased to the existing tenants. The buildings are not currently 100% occupied - Genesis occupies 8,000 SF that includes two radio therapy vaults and the required imaging rooms to operate them, at a base rate of $44.91/SF NNN with 3% annual escalations. Overall, given the Miami location with substantially higher land values, this competitive listing is considered superior to the subject.

Listing 2

This competitive listing is a proposed sale leaseback to the current owner/occupants, Terk Oncology. Discussions with the listing broker indicate the proposed lease rate was chosen based upon the current business revenue generated from the site, replacement cost of the improvements, and land value of the desirable site. Current market rates for similar properties were estimated by the broker to be between $45 and $55 per SF. The lease rate proposed was higher than this to provide an attractive income to potential buyers in hope of a quick sale. Overall, this property is considered superior to the subject, primarily due to overall GBA and location.

Listing 3

This competitive listing is for a radiotherapy center located in Sebastian. The property was formerly leased by Cancer Care Centers of Brevard. They chose to vacate at the end of their original lease term, at which point they had two 5-year options to renew remaining. Overall, this competitive listing is considered inferior to the subject due to the number of vaults and vacant status.

Valuation Methodology

Three basic approaches may be used to arrive at an estimate of market value. They are:

1. The Cost Approach
2. The Income Approach
3. The Sales Comparison Approach

Cost Approach

The Cost Approach is summarized as follows:

Cost New
- Depreciation
+ Land Value
= Value

Income Approach

The Income Approach converts the anticipated flow of future benefits (income) to a present value estimate through a capitalization and or a discounting process.

Sales Comparison Approach

The Sales Comparison Approach compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. By process of correlation and analysis, a final indicated value is derived.

Final Reconciliation

The appraisal process concludes with the Final Reconciliation of the values derived from the approaches applied for a single estimate of market value. Different properties require different means of analysis and lend themselves to one approach over the others.

Analyses Applied

Utilized Approaches to Value	
Cost Approach	x
The purpose of the appraisal is to determine the Market Rent for the subject space. As a special purpose property, there are improvements for which there is little to no observational data. The cost approach was used to extract the estimated market lease rate of the vaults and imaging wing of the building.	
Sales Comparison Approach	x
When Market Value is sought, three traditional approaches to value are typically applied: the Cost Approach, Sales Comparison Approach, and Income Approach. To determine Market Rent, A Lease Comparison was conducted. This analysis was completed by arraying a number of signed leases and active listings on competitive properties and adjusting for differences in: market conditions, leases terms, physical characteristics, etc. This method is most similar to the Sales Comparison Approach in an appraisal seeking Market Value.	
Income Approach	
The purpose of the appraisal is to determine the Market Rent for the subject space. The Income Approach is not applicable to a Market Rent Analysis.	

Market Rent Estimate

In a typical estimation of market rent, a lease comparison is conducted. This process involves the analysis of signed and active leases on comparable and competitive properties. The leases are then adjusted for differences such as market conditions, lease terms, physical characteristics, etc. of the competitive properties. This method is most similar to the sales comparison approach.

During our research to find comparable lease rates for Radiotherapy Centers, we found that many properties included general medical, office/admin., and infusions spaces. No recent, comparable, verifiable lease rates were able to be found even with the inclusion of the entire state of Florida for use of the vault/imaging space only. As the client has requested leases rates specific to the vault/imaging wing of the building as well as an overall rate, an alternative method is required.

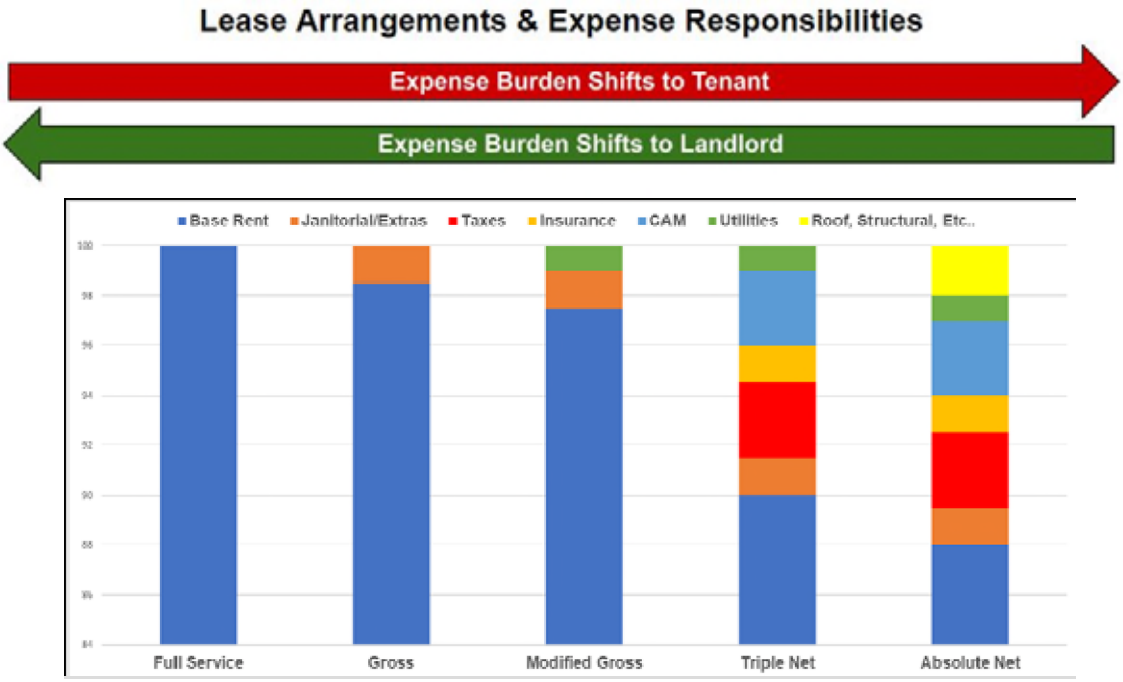
Using the cost approach, we were able to determine the value of the vault/imaging wing of the subject building, and then apply a return rate which, in the absence of observed market behavior, provides a credible market rent estimate applicable to that portion of the building (Subject Value X Return Rate = Market Rent).

To determine an overall rate for the property, the traditional sales comparison approach was used. Comparable properties included radiotherapy and comprehensive cancer treatment centers throughout the state containing two LINAC vaults and the associated imaging space required for their operation. From this overall rate, we were then able to determine a market rate for the remaining general medical, admin., and infusion portion of the subject's building improvements. We then conducted a test of reasonableness that compared our market rate estimate for the General Medical space to that of locally observed rates, finding that our conclusions are indeed reasonable.

The predominant lease structure in the subject's market area and for the subject's property type is Triple Net, with a term of 10-years that includes two or more optional renewal periods at a minimum of 5 years each. When we refer to a rental as "triple net", this means that in addition to the basic rental, the tenant pays a pro-rata share of property taxes, building insurance, and common area maintenance along with paying all their own utility charges and interior maintenance. Base rent refers to rent before taxes, insurance & CAM.

Other common types of leases in the subject's market area are Modified Gross, and Gross. Gross leases include all property expenses in the advertised rate with the exception of janitorial. Modified Gross leases are a combination of NNN and Gross, wherein some, but not all, property expenses are included in the advertised rate. The combination of expenses included a Modified Gross lease is highly variable. The typical lease types are defined in an Addenda to this report.

The chart below is provided to illustrate the difference between the major lease types in the subject's market.



Cost Based Market Rent Estimate – Vaults/Imaging

We have researched a number of comparables in order to estimate market rent as of August 12, 2024. An estimation of market rent was found by applying a return rate to the cost approach for the Vault/Imaging wing to provide a standalone rate for that portion of the building. The Sales Comparison was then completed to determine the rate applicable to the entire building. From there, an estimate of the general medical and administrative portions of the building was extracted. Then multiple tests of reasonableness were conducted to ensure the extracted rates were in-line with the local market. All market rents in this report are presented on a NNN basis.

When we refer to a rental as "triple net", this means that in addition to the basic rental, the tenant pays a pro-rata share of property taxes, building insurance, and common area maintenance. A "modified gross" rent means that the tenants pay only utilities while the landlord is responsible for property taxes, insurance and maintenance.

Cost Approach

The Cost Approach is based on the principle of substitution - that a prudent and rational person would pay no more for a property than the cost to construct a similar and competitive property, assuming no undue delay in the process. The Cost Approach tends to set the upper limit of value before depreciation is considered. The applied process is as follows:

- Estimate the land value according to its Highest and Best Use. We have used the Sales Comparison Approach; the process is as follows:
    - Comparable sales, contracts for sale and current offerings are researched and documented.
    - Each comparable is analyzed and adjusted to equate with the subject property.
    - The value indication of each comparable is analyzed and the data reconciled for a land value indication.
- Estimate the replacement cost of the building and site improvements.
- Estimate the physical, functional and/or external depreciation accrued to the improvements.
- Sum the depreciated value of the improvements with the value of the land for an indication of value.

Land Value

The subject's land value has been developed via the sales comparison approach.

Sales Comparison Approach – Land Valuation

The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities. The following steps describe the applied process of the Sales Comparison Approach.

- The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.
- The most pertinent data is further analyzed and the quality of the transaction is determined.
- The most meaningful unit of value for the subject property is determined.
- Each comparable sale is analyzed and where appropriate, adjusted to equate with the subject property.
- The value indication of each comparable sale is analyzed and the data reconciled for a final indication of value via the Sales Comparison Approach.

Land Comparables

We have researched six comparables for this analysis; these are documented on the following pages followed by a location map and analysis grid. All sales have been researched through numerous sources and when possible, inspected by our firm and verified by a party to the transaction.

Comp	Address City	Date Price	Transaction Type Book/Page or Reference Doc	Acres Price Per Acre	Land SF Price Per Land SF	Zoning Traffic Count
Subject	490 N. Washington Ave. Titusville	8/12/2024		2.23	97,139	OP - Office Professional 21,670
1	1514-1518 S. Washington Avenue Titusville	3/28/2023 $380,000	Closed Sale 9748/1976	1.10 $345,455	47,916 $7.93	CC - Community Commercial 25,840
2	2855 Cheney Highway Titusville	12/9/2022 $1,760,000	Closed Sale 9674/1502	3.41 $516,129	148,540 $11.85	CC 22,460
3	1243 Lake Drive Cocoa	4/23/2023 $350,000	Closed Sale 9766/275	1.90 $184,211	82,764 $4.23	GC 0
4	Not assigned Rockledge	7/12/2024 $380,000	Closed Sale 10113/1660	1.60 $237,500	69,696 $5.45	C-1 - Neighborhood Retail 16,570
5	1994 Rockledge Blvd Rockledge	9/16/2023 $645,000	Closed Sale 9892/2615	2.19 $294,521	95,396 $6.76	C2 33,300
6	Not assigned Rockledge	8/30/2023 $599,000	Closed Sale 9884/2900	2.55 $234,902	111,078 $5.39	C-2 - General Commercial 18,630

Land Comparable 1

Transaction

Address	1514-1518 S. Washington	**ID**	14171
City	Titusville	**Date**	3/28/2023
County	Brevard	**Actual Price**	$380,000
Zip	32780	**Price Adjustment**	$0
Tax ID	22-35-10-25-10-15, 22-35-10-25-10-8, 22-35-10-25-10-9 & 22-35-10-25-10-5	**Price**	$380,000
Grantor	MDP Properties, LLC	**Price Per Acre**	$345,455
Grantee	Space Coast Premiere	**Price Per Land SF**	$7.93
Book/Page or Reference	9748/1976	**Conditions of Sale**	None Known
Financing	Cash	**Days on Market**	N/A

Site

Acres	1.10	**Zoning**	CC - Community
Land SF	47,916	**Utilities**	Public water; Sewer
Usable Land SF	47,916	**Traffic Count**	25,840
Corner	No	**Road Frontage**	S. Washington Ave - 205' & Roger Dr - 155'
Visibility	Average	**Shape**	Irregular
Access	Above Average	**Distance**	1.57

Sale Comments

This is the sale of 1.10 acres of commercial land comprised of four parcels located north of Sycamore Street and on the west side of S. Washington Avenue in Titusville. The site is improved with two small commercial buildings in poor condition and likely contributed minimally to value. The site has above-average road frontage along Roger Drive along the west and S. Washington Avenue to the east. The site is irregular in shape. Two sites are wooded raw land, and two are improved.

This off-market sale closed on March 28, 2023, for $380,000. According to the buyer's agent, this was an arms-length off-market sale. She said that the buyers thought the price was great and decided to purchase and renovate one of the buildings.

Since the sale, the property owners renovated one of the buildings and placed the property back on the market on January 1, 2024, for $999,000. They are also marketing the two improved properties separately. The first property is 0.22 acres with a renovated building and being marketed for $385,000. The second improved property is listed for $210,000 for 0.18 acres, with the improvements as either a teardown or renovation project. The listing agent, Danna Schweim said if someone were interested in the vacant land properties, the sale price would be less the two improved properties. Therefore, the three vacant land sites totaling 0.70 acres would be about $404,000 or $13.25/SF.

Land Comparable 2

Transaction			
Address	2855 Cheney Highway	**ID**	11418
City	Titusville	**Date**	12/9/2022
County	Brevard	**Actual Price**	$1,760,000
Zip	32780	**Price Adjustment**	$0
Tax ID	22-35-29-AV-*-8	**Price**	$1,760,000
Grantor	Southern Stallions, LLC	**Price Per Acre**	$516,129
Grantee	Titusville Land, LLC	**Price Per Land SF**	$11.85
Book/Page or Reference	9674/1502	**Conditions of Sale**	None
Financing	Conventional	**Days on Market**	286

Site			
Acres	3.41	**Zoning**	CC
Land SF	148,540	**Utilities**	Public water; Sewer
Usable Land SF	148,540	**Traffic Count**	22,460
Corner	No	**Road Frontage**	Cheney Hwy - 579'
Visibility	Average	**Shape**	Rectangular
Access	Average	**Distance**	4.44

Sale Comments

This is the sale of 3.41 acres of vacant land near the I-95 and Cheney Highway interchange. This site is rectangular, mostly cleared, with some site work started, including wetlands mitigation. It is located on the south side of Cheney highway and has approximately 579' of road frontage. The site is zoned Community Commercial with a FLU of Commercial High-Intensity.

The property was listed by Holly Carver with Rocket City Commercial, Exp, for $2,400,000 and closed on December 9, 2022 for $1,760,000. She said reduction in purchase price was due to issues mostly unrelated to topography, although she reported that more fill needed to be imported, which had some effect on the final purchase. She also reported the property was originally a portion of the adjoining parcel to the south. She said the site was mitigated at that time, which was before the parcel was subdivided and listed for sale. She did not know when the wetlands were mitigated or the associated costs to complete the process.

Land Comparable 3

Transaction			
Address	1243 Lake Drive	**ID**	14368
City	Cocoa	**Date**	4/23/2023
County	Brevard	**Actual Price**	$350,000
Zip	32922	**Price Adjustment**	$0
Tax ID	24-36-33-29-1-6.A, 5.A, 5A.01 and 24-36-33-27-A.3	**Price**	$350,000
Grantor	Central Brevard Shrine Club Holding Corp	**Price Per Acre**	$184,211
Grantee	Jose A. Garcia	**Price Per Land SF**	$4.23
Book/Page or Reference	9766/275	**Conditions of Sale**	None Known
Financing	Conventional	**Days on Market**	Unknown

Site			
Acres	1.90	**Zoning**	GC
Land SF	82,764	**Utilities**	Some Utilities
Usable Land SF	82,764	**Traffic Count**	0
Corner	Yes	**Road Frontage**	Lake Drive- 635'
Visibility	Average	**Shape**	Triangular
Access	Average	**Distance**	18.44

Sale Comments

This sale consists of a 3,482 sf building on a 1.90 acre site. The building has been used as a Shriners Clubhouse reportedly with a full kitchen for an extended period of time and the property sold to be an owner occupied Mexican Restaurant. It is noted per The city of Cocoa that the current zoning is not documented, however the future land use is Commercial and most likely would receive the GC, General Commercial zoning, due to the surrounding zoning. The site is triangular in shape with frontage along both Lake Drive and Peachtree Street.

Land Comparable 4

Transaction

Address	Not assigned	**ID**	14042
City	Rockledge	**Date**	7/12/2024
County	Brevard	**Actual Price**	$380,000
Zip	32955	**Price Adjustment**	$0
Tax ID	25-36-16-15-B	**Price**	$380,000
Grantor	Uyen Phuong T. Hoang TR	**Price Per Acre**	$237,500
Grantee	NKPG Reddy, LLC	**Price Per Land SF**	$5.45
Book/Page or Reference	10113/1660	**Conditions of Sale**	None Known
Financing	Cash to Seller	**Days on Market**	365

Site

Acres	1.60	**Zoning**	C-1 - Neighborhood
Land SF	69,696	**Utilities**	All to site
Usable Land SF	69,696	**Traffic Count**	0
Corner	Yes	**Road Frontage**	460
Visibility	Average	**Shape**	Rectangular
Access	Average	**Distance**	21.88

Sale Comments

This is the sale of 1.6 acres at the southwest corner of Murrell Road and St. Michel Drive in Rockledge, FL, with 460 feet of frontage on Murrell Road. Zoned as C1 - Neighborhood Retail Commercial District, it's served by the City of Cocoa Water and the City of Rockledge Sewer. The property includes a development plan for two buildings totaling 14,850 square feet of rentable space and 79 parking spots. On the market for 12 months, it attracted several list-price offers, but none closed due to financing issues. The transaction closed on July 18, 2024, for $380,000. The transaction details were confirmed by the listing agent, Mr. Michael Dreyer.

Land Comparable 5

Transaction			
Address	1994 Rockledge Blvd	**ID**	14344
City	Rockledge	**Date**	9/16/2023
County	Brevard	**Actual Price**	$645,000
Zip	32955	**Price Adjustment**	$0
Tax ID	25-36-10-00-750	**Price**	$645,000
Grantor	TMS Investment LLC	**Price Per Acre**	$294,521
Grantee	H & M Associates Inc.	**Price Per Land SF**	$6.76
Book/Page or Reference	9892/2615	**Conditions of Sale**	None Known
Financing	Conventional	**Days on Market**	364

Site			
Acres	2.19	**Zoning**	C2
Land SF	95,396	**Utilities**	All to site
Usable Land SF	95,396	**Traffic Count**	33,300
Corner	No	**Road Frontage**	360'
Visibility	Average	**Shape**	Trapezoid
Access	Average	**Distance**	21.31

Sale Comments

This 2.19-acre site, located on the east side of Rockledge Blvd, just south of Eyster Blvd, is level and overgrown with natural vegetation. Despite this, the property has no wetlands present. Originally listed on the MLS as "Over 2 Acres of High and Dry Commercial Property Zoned C2 on East side of US1 in Rockledge in Visible High Traffic Area. This Lot is in an excellent location surrounded by Retail, Professional Offices and Restaurants. Ideal for a small Strip Center / Retail Development," the listing expired in 2022. The listing agent informed us that the parcel was subsequently sold privately by the owner. No site plans have been submitted, and the buyer's intended use remains unknown.

Land Comparable 6

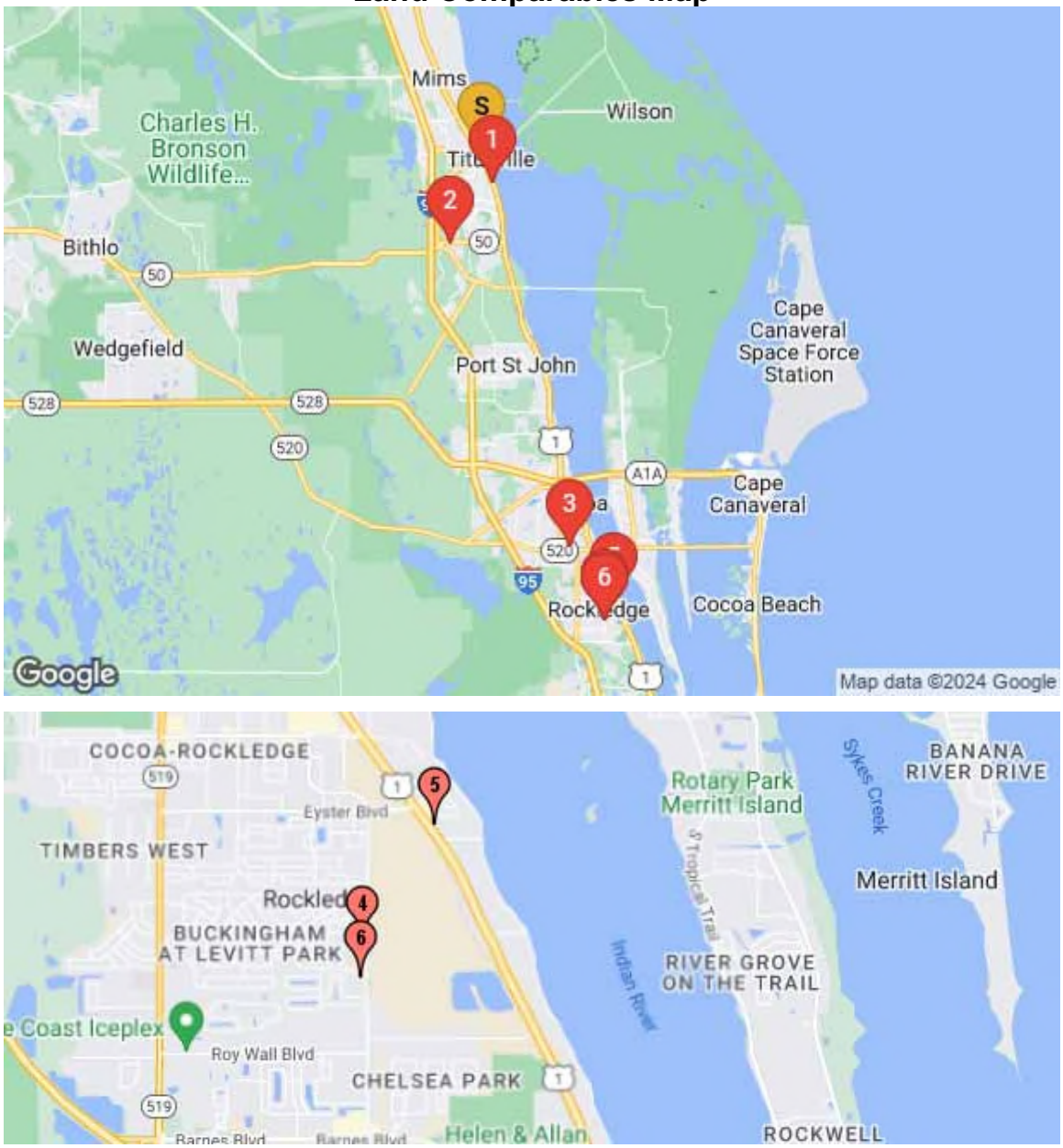
Transaction			
Address	Not assigned	**ID**	14260
City	Rockledge	**Date**	8/30/2023
County	Brevard	**Actual Price**	$599,000
Zip	32955	**Price Adjustment**	$0
Tax ID	25-36-16-00-759	**Price**	$599,000
Grantor	Michael and Colette Dichristopher	**Price Per Acre**	$234,902
Grantee	Murrell Self Storage, LLC.	**Price Per Land SF**	$5.39
Book/Page or Reference	9884/2900	**Conditions of Sale**	None
Financing	Conventional	**Days on Market**	1626

Site			
Acres	2.55	**Zoning**	C-2 - General
Land SF	111,078	**Utilities**	All to site
Usable Land SF	111,078	**Traffic Count**	18,630
Corner	Yes	**Road Frontage**	360
Visibility	Average	**Shape**	Rectangular
Access	Average	**Distance**	22.08

Sale Comments

This sale involved a 2.55-acre corner lot zoned for C-2 Commercial use in Rockledge, which also permits multi-family developments up to 14 units per acre or hotel/motel constructions up to 30 units per acre. The property, situated along Murrell Rd, closed on September 15, 2023, with a selling price of $234,901.96 per acre after 1,626 days on the market. The lot is positioned next to a Dollar General store, with which it can share an entrance, and is adjacent to an all-inclusive retirement community. Featuring 375 feet of road frontage and a depth of 300 feet, the property has the potential to be subdivided into two separate lots. A recent environmental assessment has confirmed the land's clean status. The buyer intends to build mini storage on the property.

Land Comparables Map



Legend	Address	City	Distance
Subject	490 N. Washington Ave.	Titusville	
Comp 1	1514-1518 S. Washington Avenue	Titusville	1.57 miles
Comp 2	2855 Cheney Highway	Titusville	4.44 miles
Comp 3	1243 Lake Drive	Cocoa	18.44 miles
Comp 4	Not assigned	Rockledge	21.88 miles
Comp 5	1994 Rockledge Blvd	Rockledge	21.31 miles
Comp 6	Not assigned	Rockledge	22.08 miles

Analysis Grid

In order to make the comparison meaningful, the comparable sales are reduced to a basic unit of comparison, i.e., the price paid per Land SF. The subject is compared with each sale based on the following criteria: property rights, financing, conditions of sale, economic trends, location, and physical characteristics.

For time-market conditions adjustments we have applied Quantitative adjustments. Quantitative analysis is also used for the remaining adjustments. This involves a numerical adjustment be made to the comparable based on the factors of comparison discussed below. After adjustment the sales will provide a value indication for the subject from each of the sales.

The above sales have been analyzed and compared with the subject property. We have considered adjustments in the areas of:

- Property Rights Sold
- Financing
- Conditions of Sale
- Market Trends
- Location
- Physical Characteristics

On the following page is a sales comparison grid displaying the subject property, the comparables and the adjustments applied.

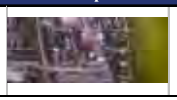
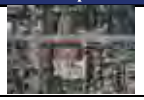
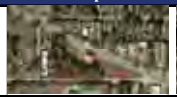
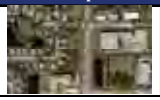
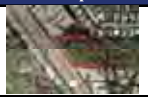
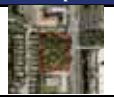
Property Rights
All of the sales represent fee simple interests, no adjustments are required.

Financing
The lack of financing has been repeatedly voiced by market participants and listing agents as a primary reason for lack of transactions. It is resulting in many sellers offering seller financing on current listings and buyers expecting significant discounts. All of the sales have reported cash or conventional financing, and no adjustments are required.

Conditions of Sale
This adjustment category reflects extraordinary motivations of the buyer or seller to complete the sale. Examples include a purchase for assemblage involving anticipated incremental value or a quick sale for cash. This adjustment category may also reflect a distress-related sale, or a corporation recording a non-market price. There were no unusual conditions of sale noted.

Economic Trends
This category reflects investors' perceptions of prevailing market conditions. This adjustment category reflects value changes, if any, which have occurred between the date of the sale and the effective date of the appraisal.

In the course of our appraisal work we interview market participants including planning and zoning officials on planned projects, general contractors on costs, and brokers on supply and demand. Overall, we believe an annual time adjustment of 12.0% per year Through November 1, 2022 (with 0.0% time adjustment from November the date of value) is appropriate for this property type.

Land Analysis Grid			Comp 1		Comp 2		Comp 3		Comp 4		Comp 5		Comp 6	
														
Address	490 N. Washington		1514-1518 S.		2855 Cheney Highway		1243 Lake Drive		Not assigned		1994 Rockledge Blvd		Not assigned	
City	Titusville		Titusville		Titusville		Cocoa		Rockledge		Rockledge		Rockledge	
State	FL		FL		FL		FL		FL		FL		FL	
Date	8/12/2024		3/28/2023		12/9/2022		4/23/2023		7/12/2024		9/16/2023		8/30/2023	
Price	--		$380,000		$1,760,000		$350,000		$380,000		$645,000		$599,000	
Land SF	97,139		47,916		148,540		82,764		69,696		95,396		111,078	
Land SF Unit Price			$7.93		$11.85		$4.23		$5.45		$6.76		$5.39	
Transaction Adjustments														
Property Rights	Fee Simple		Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%
Financing	Conventional		Cash	0.0%	Conventional	0.0%	Conventional	0.0%	Cash to Seller	0.0%	Conventional	0.0%	Conventional	0.0%
Conditions of Sale	Cash		None Known	0.0%	None	0.0%	None Known	0.0%	None Known	0.0%	None Known	0.0%	None	0.0%
Expend. After Sale			**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**	
			0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	
Adjusted Land SF Unit Price			**$7.93**		**$11.85**		**$4.23**		**$5.45**		**$6.76**		**$5.39**	
Market Trends Through	11/1/2022	12.0%	0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	
Adjusted Land SF Unit Price			$7.93		$11.85		$4.23		$5.45		$6.76		$5.39	
Subsequent Trends Ending	8/12/2024	0.0%	0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	
Adjusted Land SF Unit Price			**$7.93**		**$11.85**		**$4.23**		**$5.45**		**$6.76**		**$5.39**	
Characteristics Adjustments														
Location	Average		Average		Average		Averge		Average		Average		Average	
% Adjustment			0%		0%		0%		0%		0%		0%	
Qualitative			Similar		Similar		Similar		Similar		Similar		Similar	
Land SF	97,139		47,916		148,540		82,764		69,696		95,396		111,078	
% Adjustment			-5%		5%		0%		-5%		-5%		5%	
Qualitative			Superior		Inferior		Similar		Superior		Superior		Inferior	
Topography	Level, Clear		Level/Improved/Wood		Level/Mostly Clear/Fill		Level; Partially Cleared		Level w/grade		Level; Wooded		Level, Wooded	
% Adjustment			0%		0%		0%		0%		0%		0%	
Qualitative			Similar		Similar		Similar		Similar		Similar		Similar	
Shape	Roughly Rectangular		Irregular		Rectangular		Triangular		Rectangular		Trapezoid		Rectangular	
% Adjustment			0%		0%		5%		0%		0%		0%	
Qualitative			Similar		Similar		Inferior		Similar		Similar		Similar	
Utilities	On-Site		Public water; Sewer		Public water; Sewer		Some Utilities Available		All to site		All to site		All to site	
% Adjustment			0%		0%		0%		5%		5%		5%	
Qualitative			Similar		Similar		Similar		Inferior		Inferior		Inferior	
Zoning	OP - Office		CC - Community		CC		GC		C-1 - Neighborhood		C2		C-2 - General	
% Adjustment			0%		0%		0%		0%		0%		0%	
Qualitative			Similar		Similar		Similar		Similar		Similar		Similar	
Adjusted Land SF Unit Price			**$7.53**		**$12.44**		**$4.44**		**$5.45**		**$6.76**		**$5.93**	
Net Adjustments			-5.0%		5.0%		5.0%		0.0%		0.0%		10.0%	
Gross Adjustments			5.0%		5.0%		5.0%		10.0%		10.0%		10.0%	

Comparable Land Sale Adjustments

Land Comparable 1
Land Sale 1, located in the city of Titusville, represents a Closed Sale of $380,000 and is considered similar to the subject overall. Land Sale 1, located in the city of Titusville, represents a Closed Sale of $380,000 and is considered similar to the subject overall. A downward adjustment of -5.0% is warranted for the land sf of the comparable. The following characteristics are considered similar to the subject, requiring no adjustments: location, topography, shape, utilities and zoning. A gross adjustment of 5.0% and net adjustment of -5.0% is applied as discussed in the analysis above.

Land Comparable 2
Land Sale 2, located in the city of Titusville, represents a Closed Sale of $1,760,000 and is considered superior to the subject overall. An upward adjustment of 5.0% is warranted for the land sf of the comparable. The following characteristics are considered similar to the subject, requiring no adjustments: location, topography, shape, utilities and zoning. A gross adjustment of 5.0% and net adjustment of 5.0% is applied as discussed in the analysis above.

Land Comparable 3
Land Sale 3, located in the city of Cocoa, represents a Closed Sale of $350,000 and is considered inferior to the subject overall. An upward adjustment of 5.0% is warranted for the shape of the comparable. The following characteristics are considered similar to the subject, requiring no adjustments: location, land sf, topography, utilities and zoning. A gross adjustment of 5.0% and net adjustment of 5.0% is applied as discussed in the analysis above.

Land Comparable 4
Land Sale 4, located in the city of Rockledge, represents a Closed Sale of $380,000 and is considered inferior to the subject overall. A downward adjustment of -5.0% is warranted for the land sf of the comparable. The utilities are deemed inferior to the subject and an upward adjustment of 5.0% is applied. A gross adjustment of 10.0% and net adjustment of 0.0% is applied as discussed in the analysis above.

Land Comparable 5
Land Sale 5, located in the city of Rockledge, represents a Closed Sale of $645,000 and is considered slightly inferior to the subject overall. A downward adjustment of -5.0% is warranted for the land sf of the comparable. The utilities are deemed inferior to the subject and an upward adjustment of 5.0% is applied. A gross adjustment of 10.0% and net adjustment of 0.0% is applied as discussed in the analysis above.

Land Comparable 6
Land Sale 6, located in the city of Rockledge, represents a Closed Sale of $599,000 and is considered inferior to the subject overall. An upward adjustment of 5.0% is warranted for the land sf of the comparable. The utilities are deemed inferior to the subject and an upward adjustment of 5.0% is applied. The following characteristics are considered similar to the subject, requiring no adjustments: location, topography, shape and zoning. A gross adjustment of 10.0% and net adjustment of 10.0% is applied as discussed in the analysis above.

Sales Comparison Approach Conclusion – Land Valuation

Following adjustments, the comparables indicated prices per Land SF range from $4.44/SF to $12.44/SF, with an Average value of $7.09/SF and a Median value of $6.35/SF.

Land Value Ranges & As Is Reconciled Value				
Number of Comparables:	**6**	**Unadjusted**	**Adjusted**	**% Δ**
	Low:	$4.23	$4.44	5%
	High:	$11.85	$12.44	5%
	Average:	$6.94	$7.09	2%
	Median:	$6.11	$6.35	4%
Reconciled Value/Unit Value:			$7.50	land sf
Subject Size:			97,139	
Indicated Value:			$728,541	
Reconciled Final As Is Value:			**$730,000**	
Seven Hundred Thirty Thousand Dollars				

We reconcile, considering all information, OP – Office Professional to a final land value of $7.50 per Land SF.

Cost Analysis

The next step in the Cost Approach is to estimate the replacement cost of the buildings and site improvements. The replacement cost of the subject site and building improvements are based on Marshall Valuation Service, a nationally recognized cost service.

Marshall & Swift Estimate of Replacement Cost

With more than 30,000 component costs, over 300 building types, and 3 different cost estimating approaches, the Marshall Valuation Service (MVS) is the industry standard used by professional appraisers in determining reliable cost estimates for improvements. But the MVS only provides an indication for hard costs, labor, and some soft costs. Contingencies, impact fees, and developer profit incentives are not included and must be separately accounted for.

Direct Costs

Direct costs are expenditures for labor, materials, equipment and contractor's overhead and profit. We use Marshall Valuation Service (MVS) as the basis of our direct cost estimate. In addition to direct costs, MVS includes certain indirect costs such as architectural and engineering fees, and interest on building loan funds during construction.

The base cost of the building components has been estimated. For the general medical, admin, and infusion portions of the building, we have used the appropriate base costs per square foot for Medical Office Building, Section 15, Page 22. The subject is constructed of Concrete Block/Reinforced Concrete. The cost of construction for this type of improvement is $322/SF with Good quality. The resulting multiplier, when height, perimeter, and current and local costs are taken into consideration is 0.872.

For the Vaults/Imaging wing of the building, we consulted Turner Construction. This company specializes in large projects, including specialized builds of health care properties and data centers. They have significant experience in the construction of linear accelerator vaults. Completed healthcare projects include the Maryland Public Health Laboratory, Bayfront Health Medical Pavilion and Women's Center in St. Petersburg, FL, the expansion of the Cleveland Clinic Emergency Department and Intensive Care Unit, the Memorial Sloan Kettering Cancer Center and Zuckerman Research Center Laboratory in New York City, and the James Cancer Hospital and Solove Research Institute in Columbus Ohio, amongst others. Turner Construction provided the building costs per square foot for the Vaults, Imaging, and associated admin. spaces exclusive of site costs and other expenses.

Site Improvements

Site improvements are often tailored to a specific project and are difficult to determine from cost manuals. The construction budget for site improvements is estimated for earthwork, utilities, parking lot, drainage, etc. The subject has 88 concrete parking spaces, concrete walkways, electrical improvements for backup power generation, retention, signage, perimeter walls with electronic security gates, and landscaping with rainbird irrigation.

In our experience, MVS does not do a credible estimate on local new construction projects on a per unit basis. We have found that the more accurate method is comparison to other local new construction projects. The following site costs are shown on the following table for further support.

Site Cost Comparables				
Sales	**Price**	**Acres**	**SF**	**$/SF**
1	$658,338	1.51	65,776	$10.31
2	$213,670	0.70	30,492	$7.66
3	$1,429,342	4.51	196,451	$7.95
4	$461,441	1.15	50,094	$11.33
5	$561,023	1.14	49,658	$12.35
6	$582,909	3.10	135,036	$5.31
			Min.	**$5.31**
			Max	**$12.35**
			Average	**$9.15**
			Median	**$9.13**

The cost comparables range from $5.31 per square foot to $12.35 per square foot, with an average of $9.15 per square foot and a median of $9.13.

We have estimated site cost for the subject at $10.00 per square foot of land area based on the information available to us and current market trends. We've estimated higher than the average and median due to the CBS/Stucco walls and wrought iron fencing with electronic security gates bordering the site's perimeter, as well as the electrical site work required for the two 250kw backup generators.

Indirect (Soft) Costs

In addition to hard costs there are a number of soft costs. They include the taxes during construction, accounting, surveys, legal, miscellaneous expenses, and contingencies. We estimate at $1,034,219. These costs are composed of:

Impact Fees, Permits & Legal Fees

Brevard County and individual municipalities traditionally impose development Impact Fees for Water Connections, Transportation Services, Emergency Services and Correction Facilities. These fees are typically assessed by the use category based on a set dollar amount per 1,000 SF of building area. For Medical Office Buildings, the impact fees are $13,112 per 1,000 SF. This equates to $296,310 for the subject's 22,599 square feet. We estimate additional permits and legal fees of 3.0%.

Contingency and Soft Costs

Contingency and soft costs capture unanticipated expenses arising throughout the development process. These items can be for relatively small costs such as additional carpentry supplies, to potentially much larger cost such as mitigation of environmental issues and/or compliance requirements. We estimate contingency and misc. fees of 5.0%.

Developer's Profit

This factor reflects the profit necessary for the developer to undertake the management, responsibility and risks of construction associated with the subject property. Current valuation theory states that the four components that create value are land, labor, capital and coordination. Developer's profit as used in the Cost Approach reflects the coordination component of value. Typically, developer's profit runs 10% to 20%: we have computed developer's profit at 12.0% of construction costs.

Total Cost New

After all items of construction are considered, total replacement cost is estimated at $12,557,010 or $556.54 per square foot (prior to depreciation and land value).

Depreciation Analysis

Depreciation may be defined as any loss of value from any cause. There are three general areas of depreciation: physical deterioration, functional obsolescence and external obsolescence. Depreciation may be curable or incurable, the test being that money spent to cure the depreciation be gained in value. If the depreciation costs more to fix than will be gained in value, then the depreciation is considered incurable.

Physical Deterioration

This results from deterioration from aging and use. This type of depreciation may be curable or incurable. The subject consists of existing components. Physical Deterioration is applied based on a useful life of 45 years and an effective age of 10 years, or 22% depreciated. Site improvements have a shorter economic life of 25 years and are estimated at 40% depreciated, or an effective age of 10 years.

Functional Obsolescence

Functional obsolescence can be curable or incurable and can be caused by any functional deficiency which is the depreciation or value loss due to the inadequacy of a structure to economically perform the function for which it is intended or by some super-adequacy. Such design defects could include the arrangement of rooms within a building, inadequate on-site parking, low ceilings and inadequate air conditioning. Super-adequacies include excess electrical capacity, excess building height and inordinate or expensive upgrades. No functional obsolescence is indicated.

External Obsolescence

This is due to circumstances outside the property itself, such as industry, demographic and economic conditions or an undesirable proximate use. This type of depreciation is rarely curable. We have seen clear evidence of growth and demand in macro and micro markets as evidenced by our Market Analysis. No external obsolescence is indicated.

Depreciation Accrued to the Subject

Depreciation: Section 1 of 1				
Component	**Eff. Age**	**Life**	**Percent**	**Amount**
Physical Depreciation: Building	10	45	22%	$2,553,124
Physical Depreciation: Site	10	25	40%	$435,182
Functional Obsolescence Building ……			0%	$0
External Obsolescence Building ……			0%	$0
			Total Depreciation	**$2,988,305**
			Depreciated Value of Improvements	**$9,588,705**

MVS Cost Approach Conclusion

Once all construction costs have been tallied, depreciation from all sources is deducted, we then add in the land value of $7.50 per land sf.

Marshall Valuation Service			
Cost Source:	Marshall Valuation Service # 15: Offices, Medical & Public Buildings		
No. of Stories Multiplier:	1.000	**Local Multiplier:**	0.960
Height/Story Multiplier:	1.000	**Current Cost Multiplier:**	1.000
Perimeter Multiplier:	0.908	**Combined Multipliers:**	0.872

Building Improvements					
Item	**Unit Type**	**Cost**	**Quantity**	**Multiplier**	**Total**
LINAC Vaults	Sq. Ft.	$1,225	1,987	0.872	$2,121,201
Admin/CT/H-Lab	Sq. Ft.	$350	4,000	1.000	$1,400,000
General Medical Suits and Offices	Sq. Ft.	$322	16,612	1.000	$5,349,064
Generators	Lump Sum	$75,000	2	1.000	$150,000
Vehicle Canopy	Sq. Ft.	$70	1,133	1.000	$79,310
Sprinklers	Sq. Ft.	$5.50	22,599	1.000	$124,292
				Total Building Improvement Costs	**$9,223,866**
				Price per SF Gross Building Area	$408.16

Site Improvements				
Item	**Unit Type**	**Cost**	**Quantity**	**Total**
Site Preparation & Improvements	Sq. Ft.	$10.00	97,139	$971,388
			Total Site Improvement Costs	**$971,388**
			Subtotal: Building & Site Costs	**$10,195,254**
			Price per SF Gross Building Area	$451.15

Soft Costs			
Item		**Percent Type**	**Total**
Impact Fees	$13,112	per 1,000 SF	$296,310
Contingency and Misc.	5.0%	% of Building Cost	$461,193
Permits & Legal	3.0%	% of Building Cost	$276,716
		Total Soft Costs	**$1,034,219**
Insurable Value (Excludes Land Value, Site Improvements, related Site Soft Costs, and Developer's Profit)			**$9,961,776**
		Rounded	**$9,960,000**
		Cost Per Square Foot Gross Building Area	$440.82

Total Costs		
	Subtotal: Building, Site & Soft Costs	$11,229,474
	Developer's Profit 12.0%	$1,347,537
	Total Cost	**$12,577,010**
	Price per SF Gross Building Area	$556.54

Depreciation: Section 1 of 1				
Component	**Eff. Age**	**Life**	**Percent**	**Amount**
Physical Depreciation: Building	10	45	22%	$2,553,124
Physical Depreciation: Site	10	25	40%	$435,182
Functional Obsolescence Building			0%	$0
External Obsolescence Building			0%	$0
			Total Depreciation	**$2,988,305**
			Depreciated Value of Improvements	**$9,588,705**
			Cost Per Square Foot Gross Building Area	$424.31

Land Value		
Land Value		$730,000
	Cost Approach Value Indication	**$10,318,705**
	Rounded	**$10,300,000**
	Price per SF Gross Building Area	$455.78

Cost Approach Conclusion

Based on the analysis detailed on the following page, as of August 12, 2024 we have reconciled to a cost approach value of:

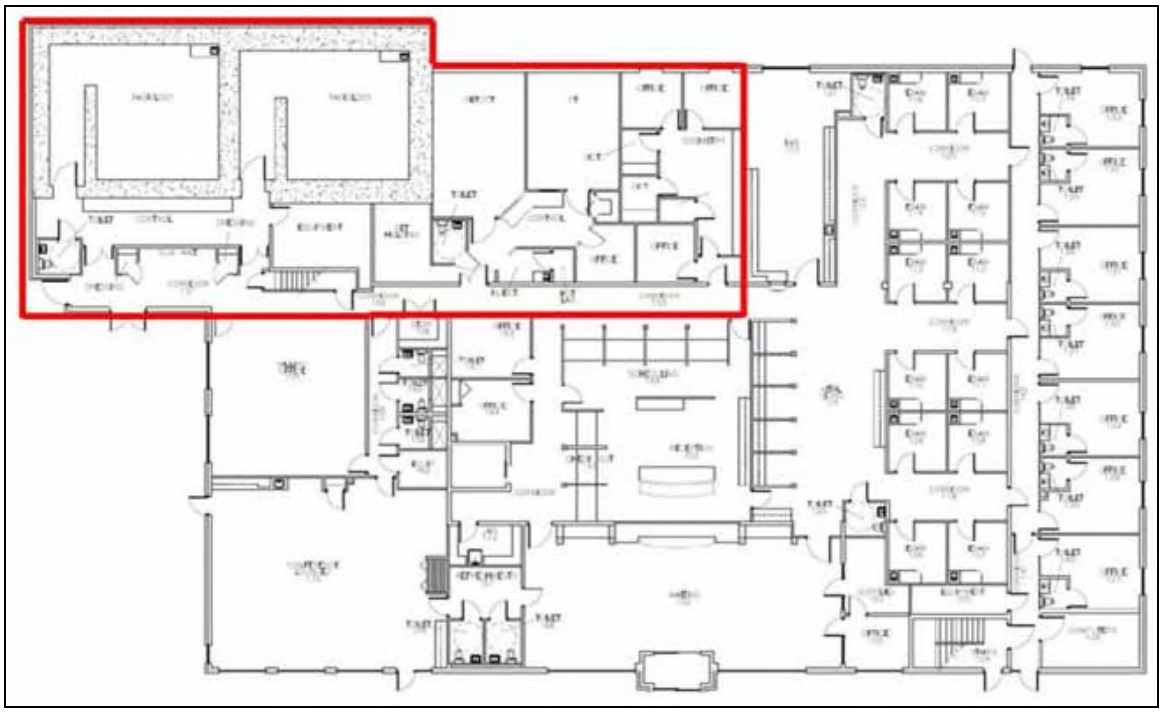
$10,300,000
Ten Million Three Hundred Thousand Dollars

The value, inclusive of land value, site preparation, misc. fees & expenses, and depreciation for the Vaults/Imaging component of the building is calculated below. The value of the Vaults/Imaging wing will be used to calculate the Cost based estimate of market rent which is detailed on the following pages.

Vault/Imaging Value Calculations			
Value Component	**Cost**	**SF**	**Proportional Share**
Total Depreciated Value	$10,300,000	22,599	100.00%
Linac Vaults	$2,121,201	1,987	26.49%
Admin/CT/H-Lab	$1,400,000	4,000	
Vault/Imaging Improvement Cost	**$3,521,201**		
22% Depreciation	$782,489		
Vault/Imaging Improvement Value	**$2,738,712**		
General Medical Offices	$5,349,064	16,612	73.51%
22% Depreciation	$1,188,681		
General Medical Improvement Value	**$4,160,383**		
Remaining Depreciated Value	$3,400,905		
26.49% Pro Rata Share of Vault/Imaging	$900,999		
Vault/Imaging Total Value	**$3,639,711**		**35.34%**

Cost Based Market Rent

There is little to no data within Florida or Nationally to indicate the standalone market rate for the vault/imaging space outlined in red below. The limited data available for radiotherapy treatment centers is applicable to the entire property, which includes general medical, administration, and often infusion spaces. At the request of the client, we have been tasked with providing a market lease rate for the vault/imaging spaces independent of the remaining general medical, administrative, and infusion spaces. As such, the yield method provides the most credible method of determining the market lease rate absent observed market behavior.



Yield Method:
The Yield Method is based on the appraisal principle that value of the property can have a Return Rate applied to provide an indication of the fair rental rate applicable to the property. (Property Value X Return Rate = Market Rent). The major components of the analysis are the Market Value of the property and the Return Rate applied.

The first step in this analysis is to estimate the market value of the real property, which our appraisal has concluded using the cost approach at $7,930,000 (not inclusive of any business or FF&E value). The second step in the Yield Method is to estimate the applicable Return Rate to be applied to the property value, which provides the indication of Market Rent. This rate can either be derived from sales of similar properties or arrived at via a survey from market participants on what they would require.

When a leased property is purchased, the purchaser is basing return requirements on the credit strength of that tenant to meet the lease obligations as well as the expectation that it will receive the reversion value contribution (land and improvements occupied/constructed by the tenant) at lease termination. Projects with high-risk profiles tend to be toward the high end of the range, and projects with lower risk profiles are at the low end of the range. Factors that can lower the risk profile include the quality, condition, type, and supply/demand trends for Improvements on a site that would lead to competition for occupancy, as well as the credit worthiness of the tenant.

The ownership's risk depends heavily on the ease of replacing the tenant/subtenant. As a general rule, the more specialized the facility or more restrictive the allowable use of property, the smaller is the market for the developer to lease the property to a different tenant, and the greater is the risk to the developer/lender/owner. Greater risk may require compensation with longer lease terms and a higher rate or return on investment.

Surveyed Data

Following are the reported Discount Rates for various property types as of Q2 2024, the most recent data available. The property types considered most similar to the subject would be Out-Patient Care Facilities. These rates ranged from 10.14% to 16.73%, with an average of 11.93%. In our experience, surveyed rates are higher than what is observed in the market. The rate information below is based on a national survey. Following pandemic era lockdowns, Florida real estate in general, and Brevard County real estate specifically has out performed the nation, leading to increased competition and investor willingness to accept lower average returns.

RealtyRates.com INVESTOR SURVEY - 2nd Quarter 2024
DISCOUNT RATES

	New Development			Acquisitions			Recapitalizations		
Property Type	**Min.**	**Max.**	**Avg.**	**Min.**	**Max.**	**Avg.**	**Min.**	**Max.**	**Avg.**
Apartments	9.29%	16.34%	12.50%	8.09%	14.21%	10.87%	9.20%	16.17%	12.37%
Garden/Suburban TH	9.29%	15.42%	11.91%	8.09%	13.41%	10.36%	9.20%	15.26%	11.79%
Hi-Rise/Urban TH	9.56%	16.34%	12.50%	8.31%	14.21%	10.87%	9.46%	16.17%	12.37%
Student Housing	9.35%	15.96%	12.78%	8.13%	13.88%	11.12%	9.26%	15.80%	12.66%
Golf	10.49%	22.54%	16.80%	9.12%	19.61%	14.61%	10.38%	22.32%	16.63%
Public Daily Fee Courses	12.29%	22.29%	16.57%	10.69%	19.39%	14.41%	12.17%	22.07%	16.40%
Semi-Private Clubs	10.75%	22.54%	17.12%	9.35%	19.61%	14.90%	10.64%	22.32%	16.95%
Private Clubs	10.49%	21.05%	16.28%	9.12%	18.32%	14.17%	10.38%	20.84%	16.12%
Health Care/Senior Housing	10.14%	21.76%	13.08%	8.83%	18.93%	11.38%	10.04%	21.54%	12.95%
Acute Care Facilities	10.74%	22.81%	14.56%	9.35%	19.84%	12.67%	10.64%	22.58%	14.41%
Out-Patient Care Facilities	10.14%	16.73%	11.93%	8.83%	14.55%	10.38%	10.04%	16.56%	11.81%
Congregate Care Facilities	10.65%	18.23%	12.77%	9.26%	15.86%	11.11%	10.54%	18.04%	12.64%
Assisted Living Facilities	10.38%	17.18%	12.15%	9.03%	14.95%	10.57%	10.27%	17.01%	12.03%
Industrial	9.85%	17.42%	13.49%	8.27%	14.63%	11.34%	9.95%	17.59%	13.63%
Warehouse/Distribution	9.85%	15.52%	12.79%	8.27%	13.03%	10.74%	9.95%	15.67%	12.92%
R&D/Flex	10.37%	17.42%	13.69%	8.71%	14.63%	11.50%	10.47%	17.59%	13.82%
Climate Controlled/Manufacturing	9.89%	16.76%	12.66%	8.31%	14.08%	10.64%	9.99%	16.92%	12.79%
Lodging	10.36%	20.20%	15.14%	8.70%	16.97%	12.72%	10.05%	19.59%	14.69%
Full Service Facilities	10.36%	17.61%	15.34%	8.70%	14.79%	12.89%	10.05%	17.08%	14.88%
Limited Service Facilities	10.88%	20.20%	15.35%	9.14%	16.97%	12.90%	10.55%	19.59%	14.89%
Golf/Gaming/Resort	10.49%	19.14%	14.24%	8.81%	16.08%	11.96%	10.17%	18.57%	13.81%
Mobile Home/RV Park/Camping	10.12%	19.75%	14.46%	8.20%	16.00%	11.71%	10.12%	19.75%	14.46%
RV Parks/Campgrounds	10.46%	19.75%	14.83%	8.47%	16.00%	12.01%	10.46%	19.75%	14.83%
Manufactured Housing	10.12%	18.24%	13.78%	8.20%	14.77%	11.16%	10.12%	18.24%	13.78%
Mobile Home Parks	10.36%	18.16%	14.17%	8.39%	14.71%	11.48%	10.36%	18.16%	14.17%
Office	10.04%	17.45%	13.39%	8.73%	15.18%	11.65%	9.94%	17.28%	13.25%
Suburban	10.04%	16.37%	12.79%	8.73%	14.24%	11.13%	9.94%	16.21%	12.66%
CBD	10.62%	17.45%	13.47%	9.24%	15.18%	11.72%	10.51%	17.28%	13.33%
Medical	10.66%	17.45%	12.33%	9.28%	15.18%	10.73%	10.56%	17.28%	12.21%
Restaurants	10.31%	22.35%	17.78%	8.77%	19.00%	15.12%	9.90%	21.46%	17.07%
Full Service	13.07%	22.35%	17.78%	11.11%	19.00%	15.12%	12.55%	21.46%	17.07%
Fast Food	10.31%	21.60%	16.84%	8.77%	18.36%	14.31%	9.90%	20.74%	16.17%
Retail	9.89%	18.44%	14.21%	8.51%	15.86%	12.22%	9.69%	18.07%	13.93%
Anchored	9.89%	17.19%	14.33%	8.51%	14.79%	12.32%	9.69%	16.85%	14.04%
Un-Anchored	10.29%	18.44%	14.87%	8.85%	15.86%	12.79%	10.08%	18.07%	14.57%
Convenience/Gas	10.52%	18.54%	12.56%	9.04%	15.95%	10.80%	10.30%	18.17%	12.31%
Free Standing	10.09%	18.18%	14.78%	8.68%	15.63%	12.71%	9.89%	17.81%	14.49%
Self-Storage	9.36%	16.81%	14.24%	7.95%	14.29%	12.10%	9.36%	16.81%	14.24%
Climate Controlled	9.44%	16.81%	13.90%	8.02%	14.29%	11.82%	9.44%	16.81%	13.90%
Mini Storage	9.36%	18.07%	14.22%	7.95%	15.36%	12.09%	9.36%	18.07%	14.22%
Special Purpose	10.83%	23.10%	16.94%	9.32%	19.86%	14.57%	10.62%	22.64%	16.60%
Schools/Day Care Centers	10.83%	20.53%	15.65%	9.32%	17.65%	13.46%	10.62%	20.12%	15.34%
Churches/Temples/Synagogues	11.77%	23.10%	16.94%	10.12%	19.86%	14.56%	11.53%	22.64%	16.60%
All Properties	9.29%	23.10%	14.37%	7.95%	19.86%	12.27%	9.20%	22.64%	14.18%

*1st Quarter 2024 Data

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We also surveyed a number of current institutional land lease operators throughout Florida. In Brevard County, Melbourne International Airport and Cape Canaveral both are land owners that operate under a procedure of applying a capitalization rate to estimated market value.

Port Canaveral leases land based on a rate of return of 10% of the Fee Simple Market Value. They also apply a CPI annual increase clause. This is common of most land leases prevailing in the market.

Melbourne International Airport leases land based on a rate of return of 10-12% of the Fee Simple Market Value. Mr. Mark Busalacchi, reported that they have adjusted the percentage downward for longer term leases. They also apply a CPI annual increase clause.

Airport/Seaport	Classification	Return Rate
Orlando-Sanford International (SFB) Sanford	Small Hub	9.0 - 10.0%
Daytona Beach International (DAB) Daytona Beach	Non Hub	10% - 12%
Naples Municipal (APF) Naples	General Aviation	10.00%
Jacksonville Interational (JAX) Jacksonville	Medium Hub	8% - 10%
Cecil Airport (VQQ) Jacksonville	General Aviation	8% - 10%
Southwest Florida International (RSW) Ft. Myers	Medium Hub	7.0-9.0%
Savannah/Hilton Head International (SAV) Savannah, GA	Small Hub	10.00%
Orlando-Melbourne International (MLB) Melbourne	Non-Hub	10% - 12%
Port Canaveral Port Canaveral, FL	Seaport	10%

When considering the subject's physical characteristics and neighborhood trends, especially the close proximity to a large hospital, an overall rate of 10.0% is utilized in our analysis.

Calculation for Fair Annual Rent of Vault/Imaging

To determine the market lease rate applicable to the vault space, we have taken the direct cost of the building and added to that the pro rata share of land value, site improvements, and other costs to arrive at the total value attributable to the vault and imaging space. Those calculations are below.

Vault/Imaging Value Calculations			
	Cost	SF	Proportional Share
Total Depreciated Value	$10,300,000		
Linac Vaults	$2,121,201	1,987	26.49%
Admin/CT/H-Lab	$1,400,000	4,000	
Vault/Imaging Improvement Cost	**$3,521,201**		
22% Depreciation	$782,489		
Vault/Imaging Improvement Value	**$2,738,712**		
General Medical Offices	$5,349,064	16,612	
22% Depreciation	$1,188,681		
General Medical Improvement Value	**$4,160,383**		
Remaining Depreciated Value	$3,400,905		
Pro Rata Share	$900,999		
Vault/Imaging Total Value	**$3,639,711**		**35.34%**

Applying the rate above to the estimated Cost Based Market Value attributable to the vault space results in:

Vault/Imaging Market Lease Rate Calculations	
Vault/Imaging Value	$3,639,711
Required Return Estimate	10.00%
Annual Market Rent for Vault/Imaging Space	**$363,971.05**
Vault/Imaging SF	5,987
Valut/Imaging Market Rate/SF	**$60.79**

Based on the analysis above, as of August 12, 2024 we have reconciled to a market rent of **$55.79 - $65.79** per square foot for the Vault/Imaging wing. The range allows for slight variations in actual costs vs our best indications from industry standard manuals, interviews with General Contractors, and subcontractor bidding as well as allowing that investors in the market may accept/require slightly more or less required return rate.

Additional Terms:

- 15-year term with renewal options.
- No rent concessions or tenant improvement allowances are considered in the rental rate.
- Annual Escalations (rent increases) are typical. An annual escalation of CPI or 3.0%.
- NNN - The tenant is responsible for the operating expenses either directly or via payment of CAM, which typically includes pro rata share of real estate taxes, building insurance, and repairs/maintenance during the lease period. The tenant is additionally responsible for their own utility expenses.
- The tenant is additionally responsible for the rental sales tax expense.

Overall Market Rent Estimate

We have researched a number of comparables in order to estimate market rent as of August 12, 2024. Several comparables are documented on the following pages, followed by a location map and analysis grid. They are presented on a Triple Net basis.

Comparable Leases

Lease Comparable 1

Site		Building & Verification	
Acres	2.82	**ID**	15744
Address	707 A C Skinner Pkwy.	**Name**	15744 | Radiotherapy Center |
City	Jacksonville	**GBA**	10,475
Tax ID	152575-0792	**Year Built**	2013
Building Visibility	Average	**Construction**	CBS/Stucco
Traffic Count	17,200	**Interior Finish**	Above Average
Access	Average	**Building Condition**	Average
Parking Ratio GBA	4.77	**Buildout Type**	Medical
Distance	121.35	**Comm. Verification Source**	Kenneth Szady, Listing Broker

Leases

Tenant	Size	Base Rent/SF	Type	Date	Term
Terk Oncology, NNN	10,475	$57.27	NNN	8/16/2024	15-years

Comments

This is the proposed lease for a sale lease-back offering. The building contains two large lead lined vaults for radiotherapy procedures. Discussions with the listing broker, Kenneth Szady with Marcus & Millichap indicates a new lease will be signed at closing. The building is currently owned by 5 doctors working with Terk Oncology. The intent is to provide a corporate guarantee for the lease. Currently Terk Oncology has 7 locations that feed into the property for radiotherapy use. The property contains two vaults along with the associated imaging rooms and equipment to operate the linear accelerators.

The listing broker indicates the lease rate was arrived at by evaluating several considerations, the market rate leases in the area were used more as a check of reasonableness than a guide. The primary considerations were related to real estate related considerations such as location and cost to build, as well as business related considerations such as the rent as a percentage of revenue. The listing broker indicated this rate is certainly on the high side of the market, however, the practice can afford it. He indicates the lease rate represents less than 1% of revenue. With 7 other locations driving patients to this radiotherapy location, the listing broker indicates this locations revenue is more than 2x that of the Mayo Clinic located nearby. Operating expenses are reported at $10.02/SF.

As the practice is happy with the location and is generating more than enough revenue to cover the leasing costs, the decision was to market the property at an attractive rate in hope for a quick sale that maximizes sales value. The broker indicated he believes general market rates for radiotherapy properties is between $45 and $55 per square foot in the greater Jacksonville market. No other information was provided pertaining to motivations of sale.

The information pertaining to this lease was provided by Kenneth Szady, Listing Broker with Marcus & Millichap.

Lease Comparable 2

Site		Building & Verification	
Acres	2.18	**ID**	15745
Address	10881 San Jose Blvd.	**Name**	15745 | Radiotherapy Center |
City	Jacksonville	**GBA**	21,003
Tax ID	155956-0005	**Year Built**	2009
Building Visibility	Average	**Construction**	CBS/Stucco
Traffic Count	55,000	**Interior Finish**	Average
Access	Average	**Building Condition**	Average
Parking Ratio GBA	3.09	**Buildout Type**	Medical
Distance	118.35	**Comm. Verification Source**	CompStak Provided

Leases

Tenant	Size	Base Rent/SF	Type	Date	Term
Ackerman Cancer Center, NNN	21,387	$28.33	NNN	5/1/2024	5 years

Comments

This is the lease for a radiotherapy cancer treatment center in Jacksonville. The lease information was received from CompStak. We requested additional information pertaining to the lease, specifically the lease type which was not included in the lease comp information. Austin Hall of CompStak had not responded with additional information he was seeking from the party that submitted the lease. As the typical lease for this type of facility is NNN, we have assumed the lease rate provided is as well. This comparable lease will be updated when additional information is available.

There are two vaults on-site providing both traditional linear accelerator based radiotherapy as well as proton therapy. In addition, the space contains PET/CT, MRI, and Mammography imaging.

This comparable lease was verified by a confidential CompStak user.

Lease Comparable 3

Site		Building & Verification	
Acres	0.83	**ID**	15747
Address	78 SW 13th Ave.	**Name**	15747 | Radiotherapy Center |
City	Miami	**GBA**	22,751
Tax ID	01-4102-006-0810, 01-4102-006-0800, 01-	**Year Built**	1963
Building Visibility	Average	**Construction**	CBS
Traffic Count	0	**Interior Finish**	Average
Access	Average	**Building Condition**	Average
Parking Ratio GBA	1.58	**Buildout Type**	Medical
Distance	200.04	**Comm. Verification Source**	CoStar Listing

Leases

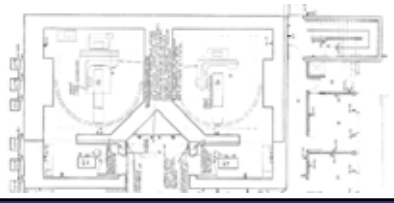
Tenant	Size	Base Rent/SF	Type	Date	Term
GenesisCare, NNN	14,610	$46.26	NNN	10/1/2024	10 years

Comments

This lease is for a portion of the total building area that has been renovated to suit in 2009/2010, and includes two radiotherapy vaults leased to GenesisCare with 7-years remaining on the original term of the lease. GenesisCare occupies 14,610 SF that includes two radio therapy vaults and the required imaging rooms to operate them. The reported base rate as of 10/1/2023 was $44.91/SF NNN with 3% annual escalations, and two 5-year options to renew. The October 2024 increase of 3% has been included in the lease rate of $46.26/SF presented above. CAM charges are reported at $4.61/SF.

The property is currently for sale. Listing information and financials have been saves as attachments.

Lease Comparable 4



Site		Building & Verification	
Acres	0.75	**ID**	15749
Address	401 Manatee Ave. E	**Name**	15749 | Radiotherapy Center |
City	Bradenton	**GBA**	10,508
Tax ID	3161600055	**Year Built**	1992
Building Visibility	Average	**Construction**	CBS/Stucco
Traffic Count	20,000	**Interior Finish**	Average
Access	Average	**Building Condition**	Average
Parking Ratio GBA	4.47	**Buildout Type**	Medical
Distance	131.63	**Comm. Verification Source**	Adam Doak, Listing Agent

Leases

Tenant	Size	Base Rent/SF	Type	Date	Term
Listing Lg. Vacant, NNN	5,795	$29.50	NNN	9/1/2024	Negotiable

Comments

This is the listing for medical office space containing two radiotherapy vaults and a CT room. In the floor plan provided within the listing, one of the vaults is listed as a CT Room. The plans are also provided. indicating both vault rooms were built for Varian linear accelerators. The vaults are of the maze design, which minimizes the shielding and structural requirements for the vault door. Each vault, has an interior hallway that opens into the vault chamber containing approximately 400SF of linear accelerator space. The dimensions on the basic floor plan do not take into account the triangular corner of each vault. The vaults are mirror images on each other. Total vault area measured from exterior walls is approximately 1,965 SF. The drawings also show a simulation room, which is advertised as a CT Room and appears have lead lining.

All spaces listed above are on the first floor. The rate for the Sm. Vacant space provides for demising of the space into units of between 2,500 and 3,500 SF each. The Lg. Vacant space has a lower asking rent of $29.00/SF. There does not seem to be any value attributed to the vault space, as the advertised lease rate for the smaller spaces does not indicate that there would be a difference. There is additional paved and marked parking in two adjacent lots to the north that were included in the most recent sale.

Verified with Listing Agent Adam Doak of American Property Group.

Lease Comparable 5

Site		Building & Verification	
Acres	0.76	**ID**	3559
Address	13050 US Highway 1	**Name**	#3559 13050 US Highway 1
City	Sebastian	**GBA**	5,015
Tax ID	3038-2100001000000022.0	**Year Built**	1998
Building Visibility	Average	**Construction**	C.B. Stucco
Traffic Count	25,500	**Interior Finish**	Average
Access	Average	**Building Condition**	Average
Parking Ratio GBA	4.99	**Buildout Type**	Medical
Distance	58.01	**Comm. Verification Source**	Lisa M. Reed, Engles & Voelker

Leases

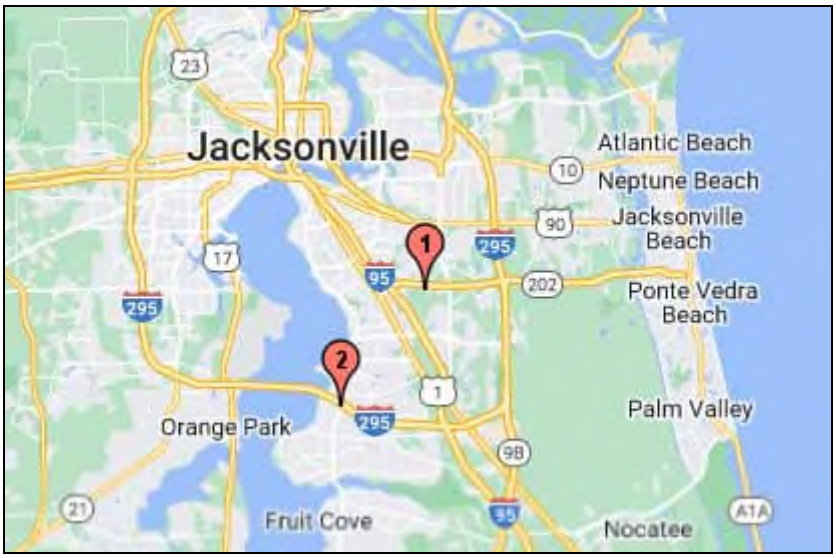
Tenant	Size	Base Rent/SF	Type	Date	Term
Listing, NNN	5,015	$31.00	NNN	9/1/2024	5-10 years

Comments

The closed NNN lease described below had an original term that expired, at which time the tenants vacated. It is noted that there were two 5-year options to renew on the in-place lease. We previously appraised this property prior to the most recent transfer and have personally verified lease terms. The property is now vacant and available for sale/lease. The asking rate is $31.00/SF NNN. Details of the listing were verified with Lis Reed of Engles and Voelker.

This comparable is a medical office building constructed in 1998, containing 5015 square feet. There is a large drop-off canopied area at the front of the building. The building features three exam rooms, two offices, a breakroom, a radiation room, four restrooms and two changing rooms, as well as a large multi-patient treatment room. The property is currently leased and operated as Brevard Radiation Oncology through June 2023. The subject property has been leased since June 26, 2008 to Brevard Radiation Oncology, LLC for a fifteen-year term. Thus, the lease will expire on June 30, 2023. There are two, five-year extensions. The lease is a triple net lease, with the tenant paying for the real taxes, insurance and maintenance. The landlord maintains the roof and exterior walls, the tenant maintains the parking lot, glass windows and doors, mechanical systems and the interior. As of February 1, 2022, the current lease rate is $31.29 per square foot with yearly increases based upon the CPI, not to exceed 1.03% of the previous year lease rate. The property manager reported that the typical increase is 2% each year, and the lease increased by 2% in July 2021. The property is approximately one mile south of the Indian River Medical Center, a large regional hospital.

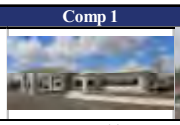
Lease Comparables Map



Legend	Address	City	Distance
Subject	490 N. Washington Ave.	Titusville	
Comp 1	707 A C Skinner Pkwy.	Jacksonville	121.35 miles
Comp 2	10881 San Jose Blvd.	Jacksonville	118.35 miles
Comp 3	78 SW 13th Ave.	Miami	200.04 miles
Comp 4	401 Manatee Ave. E	Bradenton	131.63 miles
Comp 5	13050 US Highway 1	Sebastian	58.01 miles

Market Rent Reconciliation:

We have presented five comparable rentals of medical office properties. The comparable rentals show a range of rate indications on a Triple Net basis.

Lease Analysis Grid		Comp 1	Comp 2	Comp 3	Comp 4	Comp 5
						
Address	490 N. Washington	707 A C Skinner	10881 San Jose Blvd.	78 SW 13th Ave.	401 Manatee Ave. E	13050 US Highway 1
City	Titusville	Jacksonville	Jacksonville	Miami	Bradenton	Sebastian
County	Brevard	Duval	Duval	Miami-Dade	Manatee	Indian River
Tenant		Terk Oncology, NNN	Ackerman Cancer Center, NNN	GenesisCare, NNN	Listing Lg. Vacant, NNN	Listing, NNN
Date	8/12/2024	8/16/2024	5/1/2024	10/1/2024	9/1/2024	9/1/2024
Base Rent/SF		$57.27	$28.33	$46.26	$29.50	$31.00
Lease Type	NNN	NNN	NNN	NNN	NNN	NNN
Lease Term		15-years	5 years	10 years	Negotiable	5-10 years
Size	22,599	10,475	21,387	14,610	5,795	5,015
Transaction Adjustments						
Conditions of Lease		Normal -5%	Normal 0%	Normal 0%	Normal 0%	Normal 0%
Other		Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%
Adjusted Rent		**$54.41**	**$28.33**	**$46.26**	**$29.50**	**$31.00**
Market Trends/Year	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Adjusted Rent		**$54.41**	**$28.33**	**$46.26**	**$29.50**	**$31.00**
Expenses		$0.00	$0.00	$0.00	$0.00	$0.00
Adjusted Rent		**$54.41**	**$28.33**	**$46.26**	**$29.50**	**$31.00**
Characteristics Adjustments						
Location	Average	Above Average	Average	Above Average	Average	Average
% Adjustment		-5%	0%	-5%	0%	0%
Qualitative		Superior	Similar	Superior	Similar	Similar
Rentable Area	22,599	10,475	21,003	22,751	10,670	5,588
% Adjustment		-5%	0%	0%	-5%	-5%
Qualitative		Superior	Similar	Similar	Superior	Superior
Traffic Count	21,670	17,200	55,000	0	20,000	25,500
% Adjustment		0%	-5%	5%	0%	0%
Qualitative		Similar	Superior	Inferior	Similar	Similar
Current Use	Radiotherapy Center	Radiotherapy Center	Radiotherapy Center	Radiotherapy Center	Vacant Radiotherapy Center	Vacant Radiotherapy Center
% Adjustment		0%	0%	0%	10%	10%
Qualitative		Similar	Similar	Similar	Inferior	Inferior
Year Built	2008	2013	2009	1963	1992	1998
% Adjustment		0%	0%	5%	5%	5%
Qualitative		Similar	Similar	Inferior	Inferior	Inferior
Number of Vaults	2	2	2	2	2	2
% Adjustment		0%	0%	0%	0%	0%
Qualitative		Similar	Similar	Similar	Similar	Similar
Adjusted Rent		**$48.97**	**$26.91**	**$48.57**	**$32.45**	**$34.10**
Net Adjustments		-10.0%	-5.0%	5.0%	10.0%	10.0%
Gross Adjustments		10.0%	5.0%	15.0%	20.0%	20.0%

Lease Comparable 1
Lease Comparable 1, located in the city of Jacksonville, represented by tenant, Terk Oncology, NNN at a base rent per square foot of $57.27 and is considered superior to the subject overall. The conditions of lease for the comparable, normal, require a downward adjustment of -5.0%. The location is deemed superior to the subject and a downward adjustment of -5.0% is applied. A downward adjustment of -5.0% is warranted for the rentable area of the comparable. The following characteristics are considered similar to the subject, requiring no adjustments: traffic count, current use, year built and number of vaults. A gross adjustment of 10.0% and net adjustment of -10.0% is applied to Lease Comparable 1.

Lease Comparable 2
Lease Comparable 2, located in the city of Jacksonville, represented by tenant, Ackerman Cancer Center, NNN at a base rent per square foot of $28.33 and is considered inferior to the subject overall. The conditions of lease for the comparable, normal, do not require an adjustment. The traffic count is deemed superior to the subject and a downward adjustment of -5.0% is applied. The following characteristics are considered similar to the subject, requiring no adjustments: location, rentable area, current use, year built and number of vaults. A gross adjustment of 5.0% and net adjustment of -5.0% is applied to Lease Comparable 2.

Lease Comparable 3
Lease Comparable 3, located in the city of Jacksonville, represented by tenant, GenesisCare, NNN at a base rent per square foot of $46.26 and is considered superior to the subject overall. The conditions of lease for the comparable, normal, do not require an adjustment. The location is deemed superior to the subject and a downward adjustment of -5.0% is applied. The traffic count is deemed inferior to the subject and an upward adjustment of 5.0% is applied. The year built is deemed inferior to the subject and an upward adjustment of 5.0% is applied. The following characteristics are considered similar to the subject, requiring no adjustments: rentable area, current use and number of vaults. A gross adjustment of 15.0% and net adjustment of 5.0% is applied to Lease Comparable 3.

Lease Comparable 4
Lease Comparable 4, located in the city of Bradenton, represented by tenant, Listing Lg. Vacant, NNN at a base rent per square foot of $29.50 and is considered inferior to the subject overall. The conditions of lease for the comparable, normal, do not require an adjustment. A downward adjustment of -5.0% is warranted for the rentable area of the comparable. An upward adjustment of 10.0% is warranted for the current use of the comparable. The year built is deemed inferior to the subject and an upward adjustment of 5.0% is applied. The following characteristics are considered similar to the subject, requiring no adjustments: location, traffic count and number of vaults. A gross adjustment of 20.0% and net adjustment of 10.0% is applied to Lease Comparable 4.

Lease Comparable 5

Lease Comparable 5, located in the city of Sebastian, represented by tenant, Listing, NNN at a base rent per square foot of $31.00. and is considered inferior to the subject overall. The conditions of lease for the comparable, normal, do not require an adjustment. A downward adjustment of -5.0% is warranted for the rentable area of the comparable. An upward adjustment of 10.0% is warranted for the current use of the comparable. The year built is deemed inferior to the subject and an upward adjustment of 5.0% is applied. The following characteristics are considered similar to the subject, requiring no adjustments: location, traffic count and number of vaults. A gross adjustment of 20.0% and net adjustment of 10.0% is applied to Lease Comparable 5.

Ranges & Reconciled Rent			
Number of Comps: 5	**Unadjusted**	**Adjusted**	**% Δ**
Low:	$28.33	$26.91	-5%
High:	$57.27	$48.97	-15%
Average:	$38.47	$38.20	-1%
Median:	$31.00	$34.10	10%
Reconciled Market Rent:		**$38.00**	
Thirty Eight Dollars			

Based on the analysis above, as of August 12, 2024 we have reconciled to a market rent of **$33.00 - $43.00** per square foot for the entire building, inclusive of the Vault/Imaging wing.

Additional Terms:

- 15-year term with renewal options.
- No rent concessions or tenant improvement allowances are considered in the rental rate.
- Annual Escalations (rent increases) are typical. An annual escalation of CPI or 3.0%.
- NNN - The tenant is responsible for the operating expenses either directly or via payment of CAM, which typically includes pro rata share of real estate taxes, building insurance, and repairs/maintenance during the lease period. The tenant is additionally responsible for their own utility expenses.
- The tenant is additionally responsible for the rental sales tax expense.

Test of Reasonableness - Brevard County Medical Office Leasing

With an estimate of the overall cost to the lease the entire subject building inclusive of the Vault/Imaging wing based on the sales comparison approach above, along with the Cost based estimate of the standalone cost to lease the Vault/Imaging wing, an estimate of the market rate for the remainder of the General Medical/Admin./Infusion portions of the building can be made.

The calculation begins with calculating the yearly income for the space overall, based on the reconciled sales comparison approach market rate. We then deduct the yearly income of the Vault/Imaging wing from the overall yearly income. The remainder is then divided by the square footage of the General Medical/Admin./Infusion portion of the building to arrive at a market rate point value for this space, the calculations for which are below.

Component	Per SF	SF	$/Year
Overall	**$38.00**	**22,599**	**$858,762**
Vault/Imaging	$60.79	5,987	$363,950
General Medical	$29.79	16,612	$494,812
Totals	**$38.00**	**22,599**	**$858,762**

Based on the estimated rates already discussed, the proportional share of the General Medical/Admin./Infusion space is calculated as $29.79/SF as a point value, with the estimated range of **$24.79 - $34.79** per square foot.

As a test of reasonableness, we searched for current leases of medical office facilities in Brevard County similar to the subject's General Medical/Admin./Infusion space. A total of eight leases were found with square footages ranging from 2,961 to 19,977. NNN lease rates per square foot range from a minimum of $24.10 PSF up to $37.19. The average NNN lease rate is $30.79 PSF with a median of $30.11 PSF.

We reconciled to a NNN Market Lease range for the General Medical space of $24.79 – $34.79 per square foot, with $29.79 as the average point value for the range. The leases used for the test of reasonableness were chosen to have some type of special purpose buildout to be as comparable to the subject as possible. The leases are shown on the following page and have not been adjusted for comparability to the subject.

Based on the leases presented, the estimated range of $24.79 - $34.79 for the General Medical/Admin./Infusion space is considered reasonable.

Comp #	Address City/State	Year Built Condition	Property Name Lessee	Date	Lease Term	Lease Type	SF	Base Rent/SF	Lease Transaction Type	Escalations	Options
1	603-605 N Washington Ave	2007	#6711 Medical Office Complex								
	Titusville, FL		Florida Cardiovascular Association, NNN	4/1/2024	10 years	NNN	5,633	$24.10	Closed	2% per year	1 5-year
2	1355 Palm Bay Road	2017	Medical Office oncology center # 2539								
	Palm Bay, FL	Above Average	Fresenium Medical Care, NNN	12/1/2023	15 years	NNN	10,392	$35.27	Closed	2.00%	None
3	5600 Porada Drive	2018	5095 | Medical Office								
	Melbourne, FL	Good	Confidential Medical, NNN	8/1/2024	5 years	NNN	3,200	$28.65	Closed	2% per year	None
			Steward Medical Group, NNN	9/18/2024	5 years	NNN	3,419	$30.11	Closed	3% per year	Three 5 year options
			Viera Pediatric Dentistry, NNN	5/2/2024	10 years	NNN	2,961	$29.08	Closed	2% per year	Two 5 year options
4	6609 N Wickham Rd	2015	#6156 Medical Office 6609 N Wickham Rd								
	Melbourne, FL		Viera Diagnostic, NNN	3/1/2024	5 years	NNN	7,686	$25.98	Closed	2% Per Year	Negotiable
5	7955 Spyglass Hill Road	2014	Surgical Center # 6940								
	Melbourne, FL	Above Average	Deuk Spine Institute NNN	1/1/2024	15 years	NNN	19,977	$37.19	Closed	2.00%	Unknown
6	390 Challenger Road	2017	8984 | Medical Office Space Cape Canaveral								
	Cape Canaveral, FL		North Brevard Medical Support, Inc. (Parrish Medical Center) NNN	10/1/2024	5 years	NNN	9,660	$35.93	Closed	3% Annual	1 5-year
							Min.	**$24.10**			
							Max	**$37.19**			
							Average	**$30.79**			
							Median	**$30.11**			

Conclusions

We have reconciled to a range of market rents for the subject overall, and as component rates for the Vault/Imaging and General Medical/Admin./Infusion portions of the subject building. Based on the analysis above, as of August 12, 2024 the overall and component market rates reconciled as:

Rent Ranges by Space Type					
Space Type	**Size**	**Units**	**Low**	**High**	**Average**
LINAC/Imaging	5,987	1	$55.79	$65.79	$60.79
General Medical & Infusion	16,612	1	$24.79	$34.79	$29.79
Blended Rate	**22,599**	**1**	**$33.00**	**$43.00**	**$38.00**

Additional Terms:

- 15-year term with renewal options.
- No rent concessions or tenant improvement allowances are considered in the rental rate.
- Annual Escalations (rent increases) are typical. An annual escalation of CPI or 3.0%.
- NNN - The tenant is responsible for the operating expenses either directly or via payment of CAM, which typically includes pro rata share of real estate taxes, building insurance, and repairs/maintenance during the lease period. The tenant is additionally responsible for their own utility expenses.
- The tenant is additionally responsible for the rental sales tax expense.

Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
7. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
8. Shane Michael Reed, State-Registered Trainee Appraiser, RI25627, provided significant help in site and building inspection and descriptions, neighborhood description & analysis, research of comparison sales & analysis, research of market leases, income approach, and final reconciliation.
9. I, Matthew W. Jehs, the supervisory appraiser of a registered trainee appraiser who contributed to the development or communication of this appraisal, hereby accept full and complete responsibility for any work performed by the registered trainee appraiser named in this report as if it were my own work.
10. As of the date of this report, Matthew Jehs, MAI has completed the continuing education program of the Appraisal Institute.
11. We have both made an interior and exterior inspection with photographs of the property that is the subject of this report.
12. The appraiser has performed a prior service regarding the subject within three years prior to the date of engagement for this appraisal. The most recent report was prepared for current ownership, with a report date of 4/9/2021.

Matthew W. Jehs, MAI
Cert Gen RZ2806

Shane Michael Reed
Trainee, RI25627

Addenda

FCDS Appendix A

Appendix A
Free-Standing Radiation Center Listing by FCDS Facility ID Code and Reporting Option

Fac	Option	Facility Name	City
8467	R	South Fl Radiation Onco-Boca Raton	Boca Raton
8602	R	Florida Cancer Affiliates	Panama City
8604	R	Cancer Care Centers Of Brevard	Melbourne
8605	R	Cancer Care Ctrs Of Merritt Island	Merritt Island
8607	R	Radiation Therapy Center Of Brevard	Rockledge
8609	R	Coral Springs Rtx Regional Center	Coral Springs
8610	R	South Florida Radiotherapy Ctr	Plantation
8613	R	Charlotte Co Radiation Therapy Reg	Port Charlotte
8614	R	21st Century Oncology Beverly Hills	Beverly Hills
8616	R	Robert Boissoneault Lecanto	Lecanto
8617	R	21st Century Oncology Orange Park	Orange Park
8626	R	Florida Cancer Specialists	Spring Hill
8629	R	21st Century Oncology Sebring	Sebring
8632	R	Tampa Bay Radiation Oncology	Brandon
8633	R	Tampa Bay Radiation Oncology	Sun City Center
8637	R	Cape Coral Radiation Therapy Center	Cape Coral
8639	R	Radiation Therapy Regional Center	Ft Myers
8640	R	21st Century Onc Bradenton West	Bradenton
8641	R	21st Century Onc Bradenton East	Bradenton
8642	R	Robert Boissoneault Assoc Ocala	Ocala
8643	R	21st Centruy Onc. Key West	Key West
8655	R	Florida Cancer Specialists	New Port Richey
8656	R	Florida Cancer Specialists	Zephyrhills
8657	R	Florida Cancer Specialists	Hudson
8658	R	Pasco Pinellas Cancer Center	Holiday
8663	R	Tampa Bay Oncology Center	Largo
8666	R	21st Century Oncology Palatka	Palatka
8668	R	Porter Radiation Oncology Sarasota	Sarasota
8669	R	Porter Radiation Oncology Venice	Venice
8671	R	21st Century Onc St. Augustine	St Augustine
8672	R	North Collier Reg Radation Center	Naples
8675	R	Porter Radiation Oncology Englewood	Englewood
8676	R	Robertboissoneault Onc Inst Timer	Ocala
8680	R	Sarasota Rad Therapy Reg Ctr	Sarasota
8682	R	Cancer Care Center Of Sebastian	Sebastian
8683	R	Rad Ther Ctr Of Brevard Titusville	Rockledge
8685	R	American Canc Treatment Titusville	Titusville
8687	R	21st Century Onc Jacksonville Beach	Jacksonville Beach
8691	R	Ackerman Cancer Center-Jacksonville	Jacksonville
8694	R	Plant City Cancer Treatment Ctr	Plant City

Appendix A
Free-Standing Radiation Center Listing by FCDS Facility ID Code and Reporting Option

Fac	Option	Facility Name	City
8696	R	Capital Cancer Center	Tallahassee
8698	R	Big Lake Cancer Center	Okeechobee
8701	R	Ackerman Cancer Ctr-Amelia Island	Fernandina Beach
8702	Q	Watson Clinic Llp	Lakeland
8703	R	Bardmoor Cancer Center	Largo
8704	R	Robert Boissoneault Onc Inst	Villages
8705	R	Osceola Cancer Center	Kissimmee
8706	R	S Fl Radiation Oncology Boca West	Boca Raton
8707	R	21st Century Oncology Ocala	Ocala
8710	R	Dattoli Cancer Center	Sarasota
8711	R	Central Florida Cancer Institute	Davenport
8712	R	Fort Walton Beach Radiation Ctr	Fort Walton Beach
8715	R	21st Century Onc Bonita Springs	Bonita Springs
8718	R	21st Century Onc Lehigh Acres	Lehigh Acres
8719	R	21st Century Oncology Jacksonville	Jacksonville
8720	Q	Health First Cancer Institute	Melbourne
8721	R	21st Century Oncology Cro	Crestview
8722	R	21st Century Oncology Destin	Santa Rosa Beach
8723	R	Countryside Cancer Center	Clearwater
8724	R	Bay Regional Cancer Center	Panama City
8725	R	Tampa Bay Radiation Oncology	Tampa
8726	R	Doral Oncology Center	Miami
8727	Q	Watson Clinic Cancer & Research Ctr	Lakeland
8730	R	Cancer Care Ctr Of Brevard Wuestoff	Melbourne
8733	Q	Lake City Cancer Care, Llc	Lake City
8736	R	Boynton Beach Radiation Oncology	Boynton Beach
8738	R	Cyberknife Center Of Miami	Miami
8739	R	Sfro At Hollywood	Hollywood
8741	R	Central Fl Cancer Inst Lake Wales	Lake Wales
8747	R	South Florida Radiation Oncology	Palm Beach Gardens
8748	R	21st Century Oncology Aventura	Aventura
8750	R	21st Century Oncology	Naples
8752	R	21st Century Oncology Jacksonville	Jacksonville
8753	R	Aventura Comprehensive Cancer Ctr	Aventura
8756	R	Intercommunity Cancer Ctr Lady Lake	Lady Lake
8757	R	21st Century Onc Lakewood Ranch	Bradenton
8758	R	Sfro At Fort Pierce	Ft Pierce
8759	R	New Millennium Cyberknife	Brandon
8760	R	Cyberknife Center Of Tampa Bay	Tampa
8762	R	West Florida Radiation Therapy, Llc	Clearwater

Appendix A
Free-Standing Radiation Center Listing by FCDS Facility ID Code and Reporting Option

Fac	Option	Facility Name	City
8763	R	21st Century Onc Lee Cancer Ctr	Fort Myers
8766	R	21st Century Oncology	Naples
8767	R	N Fl Cancer Ctr Lake City Llc	Lake City
8768	R	Wellspring Oncology	Pinellas Park
8769	R	Sand Lake Cancer Center	Orlando
8770	R	Sfro At Coconut Creek	Coconut Creek
8773	R	Sfro Vero Beach	Vero Beach
8775	R	Tampa Bay Radiation Oncology, Pa	Tampa
8776	R	21st Century Onc - Pembroke Pines	Pembroke Pines
8777	R	S Fl Radiation Onc At Palomino Park	Wellington
8778	R	S Fl Radiation Onc At Stuart	Stuart
8780	R	South Florida Radiation Onc Jupiter	Jupiter
8781	R	Lakewood Ranch Oncology Center	Bradenton
8782	R	21st Century Onc Broward General	Ft. Lauderdale
8783	R	21st Century Onc North Broward Hosp	Deerfield Beach
8784	R	Univ Of Fl Proton Therapy Inst	Jacksonville
8785	R	Florida Cancer Affiliates	Trinity
8786	R	Advance Prostate Cancer Institute	Oxford
8789	R	21st Century Oncology	Naples
8790	R	Winter Park Oncology	Winter Park
8792	R	Sfro At Little Havana	Miami
8793	R	Sfro At Bethesda Health City	Boynton Beach
8794	R	Sfro At Florida Medical Center	Lauderdale Lakes
8795	R	Sfro At Wellington Med. Ctr	Wellington
8796	R	Health First Cancer Institute	Titusville
8797	R	Health First Cancer Institute	Viera
8798	R	Innovative Cancer Institute, Llc	Miami
8799	R	Sfro At Palmetto General	Hialeah
8800	R	Sfro At Jackson South	Miami
8802	R	Sfro At Good Samaritan Wpb	West Palm Beach
8803	R	21st Century Oncology	Miami
8804	R	Florida Cancer Specialists	Tampa
8805	R	Florida Cancer Specialists	Largo
8806	R	Florida Cancer Specialists	The Villages
8807	R	Advanced Cancer Treatment Centers	Brooksville
8808	R	Florida Oncology Partners	Miami
8809	R	Cb Oncology Partners	Cutler Bay
8810	R	North Florida Cancer Care	Marianna
8811	R	S Fl Proton Therapy Institute	Delray Beach
8812	R	Caribbean Radiation Oncology Center	Doral

Appendix A
Free-Standing Radiation Center Listing by FCDS Facility ID Code and Reporting Option

Fac	Option	Facility Name	City
9940	R	Woodlands Medical Specialists	Pensacola

Definitions

Please refer to the publications listed in the **Works Cited** section below for more information.

Works Cited:

- Appraisal Institute. *The Appraisal of Real Estate.* 15th ed. Chicago: Appraisal Institute, 2020. PDF.
- Appraisal Institute. *The Dictionary of Real Estate Appraisal.* 6th ed. 2015. PDF.
- The Appraisal Foundation. *2020-2021 Uniform Standards of Professional Appraisal Practice (USPAP)*. Eff. January 1, 2020 through December 31, 2021 PDF.

Market Value: As defined by the Office of the Comptroller of Currency (OCC) under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions, the Board of Governors of the Federal Reserve System (FRS) and the Federal Deposit Insurance Corporation in compliance with Title XI of FIRREA, as well as by the Uniform Standards of Appraisal Practice as promulgated by the Appraisal Foundation, is as follows.

> Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby,
>
> 1. Buyer and seller are typically motivated;
>
> 2. Both parties are well informed or well advised, and acting in what they consider their own best interest;
>
> 3. A reasonable time is allowed for exposure in the open market;
>
> 4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
>
> 5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary, 6th Edition)

Leased Fee Interest
The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires. (Dictionary, 6th Edition)

Lease Types
Absolute Net Lease - A lease in which the tenant pays all expenses including structural maintenance, building reserves, and management; often a long-term lease to a credit tenant.
Gross Lease - A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses; also called full-service lease.
Modified Gross Lease - A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all, of the property's operating and fixed expenses. Since assignment of expenses varies among modified gross leases, expense responsibility must always be specified. In some markets, a modified gross lease may be called a double net lease, net net lease, partial net lease, or semi-gross lease. (Dictionary, 6th Edition)

Marketing Time
An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.) (Dictionary, 6th Edition)

Market Rent
The most probable rent that a property should bring in a competitive and open market reflecting the conditions and restrictions of a specified lease agreement, including the rental adjustment and revaluation, permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs). (Dictionary, 6th Edition)

Exposure Time
1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. (Dictionary, 6th Edition)

Gross Building Area (GBA)
Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the region. (Dictionary, 6th Edition)

Stabilized Occupancy

1. The occupancy of a property that would be expected at a particular point in time, considering its relative competitive strength and supply and demand conditions at the time, and presuming it is priced at market rent and has had reasonable market exposure. A property is at stabilized occupancy when it is capturing its appropriate share of market demand.

2. An expression of the average or typical occupancy that would be expected for a property over a specified projection period or over its economic life. (Dictionary, 6th Edition)

Professional Qualifications

Matthew W. Jehs

EXPERIENCE: Current Managing Director for Tuttle-Armfield-Wagner Appraisal & Research, Inc., Mr. Jehs has 23 years of appraisal experience, receiving his MAI in 2008. He has performed property valuations for a broad array of retail, industrial, and office properties including shopping centers, office/warehouses, bulk distribution warehouses, heavy manufacturing, both low-rise and high-rise professional offices and medical office buildings. Valuations have also included surgical centers, limited-service hospitality properties, condominium developments and conversions, residential subdivisions, and vacant land. Specialized real estate assignments include right-of-way projects, Cape Canaveral Port Facilities, Kennedy Space Center assets, and Melbourne Airport Aviation land, and jurisdictional wetlands. Clients served include accountants, investment firms, law firms, lenders, private corporations, local municipalities, and public agencies, including Veterans Affairs, Florida DEP Approved Appraiser, and SJRWMD. Valuations have been utilized for mortgage loan purposes, equity participation, due diligence support, condemnation proceedings and insurance purposes. Assignments have included the valuation of existing and proposed properties, as well as market studies, highest and best use studies, and property value impact studies.

EDUCATION: Bachelor of Arts Degree, Benedictine University, 2000

Appraisal Course Work Completed:

Appraisal Institute

110-Appraisal Principles
120-Appraisal Procedures
210-Residential Case Study
310-Basic Income Capitalization
410-Uniform Standards of Professional Practice – Part A
420-Uniform Standards of Professional Practice – Part B
510-Advanced Income Capitalization
520-Highest and Best Use and Market Analysis
530-Advanced Sales Comparison and Cost Approach
540-Report Writing and Valuation Analysis
550-Advanced Applications
Continuing Education in USPAP, ARGUS, STDB.com

LICENSES: State Certified General Real Estate Appraiser #FL-RZ2806

PROFESSIONAL ORGANIZATIONS: Member of the Appraisal Institute (MAI) #432527
2020 Past President Florida East Coast Chapter Appraisal Institute

I have been qualified as an expert witness in Brevard County circuit court. I have testified in court cases involving commercial Real Estate litigation.

PROFESSIONAL QUALIFICATIONS
FOR
SHANE MICHAEL REED

EDUCATION: Associate of Arts in Business Administration, Piedmont Virginia Community College, May 2019
Bachelor of Science in Commerce, McIntire School of Commerce at the University of Virginia, May 2021
Concentration (Majors) – Finance and Accounting
Tracks (Minors) – Real Estate

LICENSES: State-Registered Trainee Appraiser, RI25627

APPRAISAL COURSEWORK:

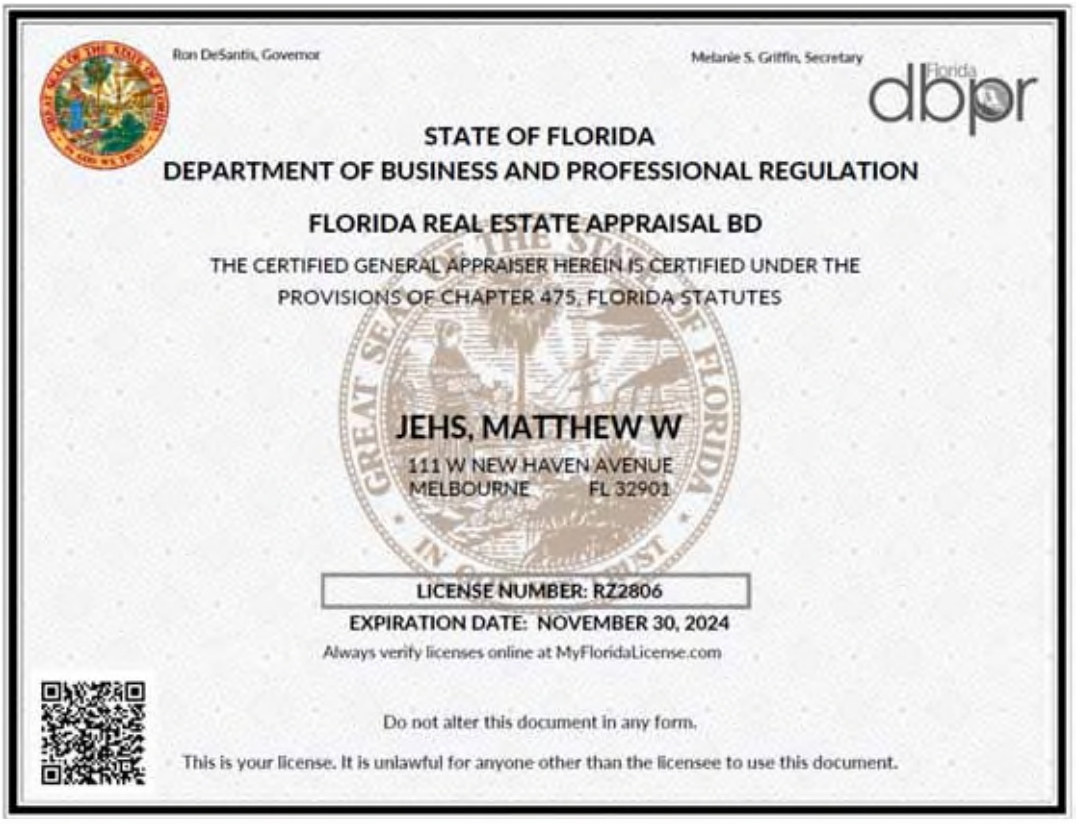
FL Trainee Appraiser Subject Matter Electives
Basic Appraisal Principles
Basic Appraisal Procedures
Supervisor Trainee Course for Florida
15-Hour National USPAP
General Appraiser Income Approach Parts 1 & 2
Business Practices and Ethics
Avoiding Bias: Building a Bias Defense – An Examination of Available Guidance and Requirements for FL Appraisers
2024-2025 7-Hour Equivalent USPAP Update Course

APPRAISAL EXPERIENCE:

Commercial Appraisal - Including Condominium Units, Retail, Office, Self-Storage, Kennels, and Mixed Use.
Industrial Appraisal - Including Light Industrial, Flex, and Warehousing.

PROFESSIONAL EXPERIENCE:

- July 2007 – November 2021 – Single Family Residential Property Management, Charlottesville, Va
- May 2019 – August 2020 – Summer Intern for Private Equity Real Estate Investment and Multi-Family Property Management Company, Charlotteville, Va.
- October 2021 – August 2022 – Real Estate Analyst, Tuttle-Armfield-Wagner Appraisal & Research, Melbourne, FL
- August 2022 to Present – Registered Trainee Appraiser, RI25627 Trainee, Tuttle-Armfield-Wagner Appraisal & Research, Melbourne, FL



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

JEHS, MATTHEW W
111 W NEW HAVEN AVENUE
MELBOURNE FL 32901

LICENSE NUMBER: RZ2806
EXPIRATION DATE: NOVEMBER 30, 2024
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE REGISTERED TRAINEE APPRAISER HEREIN HAS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

REED, SHANE MICHAEL
3235 ALICE ST
MELBOURNE FL 32904

LICENSE NUMBER: RI25627
EXPIRATION DATE: NOVEMBER 30, 2024
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

EXHIBIT “E”

[ATTACH PARRISH RADIATION ONCOLOGY PARTNERS, LLC
ORGANIZATIONAL GOVERNANCE DOCUMENTS]

ARTICLES OF ORGANIZATION
FOR
FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I
Name

The name of this Limited Liability Company is:

Parrish Radiation Oncology, LLC

ARTICLE II
Address

The initial street address of the principal office and mailing address of this Limited Liability Company is:

490 North Washington Avenue, Suite 2
Titusville, FL 32796

ARTICLE III
Management

This Limited Liability Company is to be managed by one or more managers and is, therefore, a "manager-managed" limited liability company.

ARTICLE IV
Initial Board of Managers

This Limited Liability Company shall have five (5) managers initially. The number of managers may be either increased or decreased from time to time in accordance with the Operating Agreement of this Limited Liability Company, but shall never be fewer than one (1).

The names and addresses of the initial managers of this Limited Liability Company are as follows:

Name	Street Address
Christopher McAlpine	951 North Washington Ave. Titusville, FL 32796
Michael Moehring	951 North Washington Ave. Titusville, FL 32796
Matthew Graybill	951 North Washington Ave. Titusville, FL 32796

David Diamond, MD	2235 Langley Circle Orlando, FL 32835
Vikram Saini, JD	2235 Langley Circle Orlando, FL 32835

ARTICLE V
Registered Agent, Registered Office & Registered Agent's Signature

The name and the Florida street address of the Registered Agent of this Limited Liability Company is:

William A. Boyles
301 E. Pine Street, Suite 1400
Orlando, FL 32801

Having been named as registered agent to accept service of process for this limited liability company at the place so designated in these Articles of Organization, the undersigned hereby accepts this appointment and agrees to act in this capacity. The undersigned agrees to comply with the provisions of all statutes relating to the proper and complete performance of its duties and is familiar with and accepts the obligations of the undersigned's position as registered agent, as provided for in Chapter 605, Florida Statutes.

_____
REGISTERED AGENT'S SIGNATURE

In accordance with Section 605.0203(1)(b), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided in Section 817.155, Florida Statutes.

_____
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Christopher McAlpine, Authorized Representative
Type or printed name of signee

UNANIMOUS JOINT WRITTEN CONSENT TO ACTION IN LIEU OF THE ORGANIZATIONAL MEETINGS OF THE MEMBERS AND THE BOARD OF MANAGERS OF PARRISH RADIATION ONCOLOGY, LLC

The undersigned, being all of the Members and all of the members of the Board of Managers of PARRISH RADIATION ONCOLOGY, LLC, a Florida limited liability company (the "Company"), hereby take the following written actions in lieu of holding a meeting regarding same, pursuant to the provisions of Sections 605.0407 and 605.04073 of the *Florida Statutes*:

1. Articles of Organization. It is noted that the Company's Articles of Organization, previously signed by Christopher McAlpine as Authorized Representative, were duly filed in the office of the Department of State of the State of Florida on _____, 2025. Further, it is confirmed that all charter fees and other fees due to the State of Florida incident to the Company have been paid in full.

2. Date of Activation. It is noted that the Company was activated as of _____, 2025.

3. Operating Agreement. RESOLVED, that the Operating Agreement, in the form attached to this consent, has been duly reviewed in its entirety by the Company's Members and Managers, who hereby authorize the Board of Managers to enter into and adopt such Operating Agreement as the official Operating Agreement of the Company.

4. Issuance of Membership Interests. RESOLVED, that it is hereby ratified, confirmed and approved that the following individuals (the "Members") are the sole members of the Company as of the date hereof and, as set forth in the Company's Operating Agreement and as more particularly described therein, have been issued the following Membership Interests, which Membership Interests, as of the date hereof, are represented by the following number of Units and evidence the following Percentage Interests (as such terms are defined in the Company's Operating Agreement):

Member Name	Issue Date	Number of Units	Percentage Interest
PRO Oncology, LLC	__/__/25	800	80.00%
Radiation Oncology Partners, LLC	__/__/25	200	20.00%
Total		1,000	100.00%

5. Board of Managers. RESOLVED, that the Company's Members fixed the number of managers (the "Managers") who are to serve the Company as the Board of Managers until their successors are duly elected and seated, at five (5) and duly nominated and elected the following named individuals to serve as the Board of Managers:

Christopher McAlpine
Michael Moehring
Matthew Graybill
David Diamond, MD
Vikram Saini, JD

6. Officers. RESOLVED, that the following individuals are hereby appointed by the Company's Board of Managers to the offices set forth opposite their names, to have such powers as are usually exercised by comparably designated officers of a Florida corporation, to serve until their successors are duly elected, qualified and seated, all as more particularly described and in, all events subject to the terms of, the Company's Operating Agreement:

Name	Office(s)	Signature
Christopher McAlpine	President	_____
Michael Moehring	Treasurer	_____
Vikram Saini, JD	Secretary	_____

By signing above, the above-named officers accept the positions listed adjacent to their names effective as of the date hereof.

7. Registered Agent and Registered Office. RESOLVED, that the Registered Agent and Registered Office of the Company, initially fixed by Article V of the Company's Articles of Organization, be retained pending further action by the Board of Managers of the Company.

8. Fiscal Year. RESOLVED, that the Company hereby adopts as its accounting year a fiscal year ending on December 31, and that each of the President and the Treasurer (whether acting individually or together) are authorized to file such documents as are necessary with the Internal Revenue Service relating to this fiscal year end.

9. Tax Classification. RESOLVED, that the Company hereby elects to be classified as a partnership entity for federal income tax purposes.

10. Organizational Expenses. RESOLVED, that the Treasurer is directed to pay from the Company's funds the expense of organizing the Company.

11. Bank Account. RESOLVED, that SouthState Bank, N.A. is hereby appointed as the depository for the Company. The President of the Company is hereby directed to open an account with SouthState Bank, N.A. on behalf of the Company.

[remainder of page intentionally left blank; signatures on following page]

IN WITNESS WHEREOF, the undersigned have executed this consent in the capacities indicated as of _____, 2025.

MEMBERS:

PRO Oncology, LLC,
a Florida limited liability company

By: _____
Christopher McAlpine, President

Radiation Oncology Partners, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

MANAGERS:

_____
Christopher McAlpine

_____
Michael Moehring

_____
Matthew Graybill

_____
David Diamond, MD

_____
Vikram Saini, JD

APPOINTMENT OF AUTHORIZED REPRESENTATIVE

OF

PARRISH RADIATION ONCOLOGY, LLC

The undersigned will be the Members of PARRISH RADIATION ONCOLOGY, LLC upon its formation. The undersigned hereby appoint Christopher McAlpine as authorized representative, solely for the purpose of executing and filing the Articles of Organization of PARRISH RADIATION ONCOLOGY, LLC on behalf of the undersigned.

Dated as of _____, 2025.

PRO Oncology, LLC,
a Florida limited liability company

By: _____
Christopher McAlpine, President

Radiation Oncology Partners, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

Form **SS-4**
(Rev. December 2023)
Department of the Treasury
Internal Revenue Service

Application for Employer Identification Number

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.)
See separate instructions for each line. Keep a copy for your records.
Go to *www.irs.gov/FormSS4* for instructions and the latest information.

OMB No. 1545-0003

EIN

Type or print clearly.

1 Legal name of entity (or individual) for whom the EIN is being requested
Parrish Radiation Oncology, LLC

2 Trade name of business (if different from name on line 1)
Parrish Cancer Center

3 Executor, administrator, trustee, "care of" name

4a Mailing address (room, apt., suite no. and street, or P.O. box)
490 North Washington Ave., Suite 2

5a Street address (if different) (Don't enter a P.O. box.)

4b City, state, and ZIP code (if foreign, see instructions)
Titusville, FL 32796

5b City, state, and ZIP code (if foreign, see instructions)

6 County and state where principal business is located
Brevard, Florida

7a Name of responsible party
Michael Moehring

7b SSN, ITIN, or EIN

8a Is this application for a limited liability company (LLC) (or a foreign equivalent)? ☒ Yes ☐ No

8b If 8a is "Yes," enter the number of LLC members . . . . . two (2)

8c If 8a is "Yes," was the LLC organized in the United States? ☒ Yes ☐ No

9a **Type of entity** (check only one box). **Caution:** If 8a is "Yes," see the instructions for the correct box to check.

- ☐ Sole proprietor (SSN) _____
- ☒ Partnership
- ☐ Corporation (enter form number to be filed) _____
- ☐ Personal service corporation
- ☐ Church or church-controlled organization
- ☐ Other nonprofit organization (specify) _____
- ☐ Other (specify)
- ☐ Estate (SSN of decedent) _____
- ☐ Plan administrator (TIN) _____
- ☐ Trust (TIN of grantor) _____
- ☐ Military/National Guard ☐ State/local government
- ☐ Farmers' cooperative ☐ Federal government
- ☐ REMIC ☐ Indian tribal governments/enterprises

Group Exemption Number (GEN) if any

9b If a corporation, name the state or foreign country (if applicable) where incorporated — State: _____ Foreign country: _____

10 **Reason for applying** (check only one box)

- ☒ Started new business (specify type) radiation oncology medical practice
- ☐ Hired employees (Check the box and see line 13.)
- ☐ Compliance with IRS withholding regulations
- ☐ Other (specify)
- ☐ Banking purpose (specify purpose) _____
- ☐ Changed type of organization (specify new type) _____
- ☐ Purchased going business
- ☐ Created a trust (specify type) _____
- ☐ Created a pension plan (specify type) _____

11 Date business started or acquired (month, day, year). See instructions.
8-8-25

12 Closing month of accounting year December

13 Highest number of employees expected in the next 12 months (enter -0- if none). If no employees expected, skip line 14.

Agricultural	Household	Other
0	0	0

14 If you expect your employment tax liability to be $1,000 or less in a full calendar year **and** want to file Form 944 annually instead of Forms 941 quarterly, check here. (Your employment tax liability will generally be $1,000 or less if you expect to pay $5,000 or less, $6,536 or less if you're in a U.S. territory, in total wages.) If you don't check this box, you must file Form 941 for every quarter. ☐

15 First date wages or annuities were paid (month, day, year). **Note:** If applicant is a withholding agent, enter date income will first be paid to nonresident alien (month, day, year) . . . . . n/a

16 Check **one** box that best describes the principal activity of your business.
☒ Health care & social assistance ☐ Wholesale—agent/broker
☐ Construction ☐ Rental & leasing ☐ Transportation & warehousing ☐ Accommodation & food service ☐ Wholesale—other ☐ Retail
☐ Real estate ☐ Manufacturing ☐ Finance & insurance ☐ Other (specify)

17 Indicate principal line of merchandise sold, specific construction work done, products produced, or services provided.
radiation oncology medical services

18 Has the applicant entity shown on line 1 ever applied for and received an EIN? ☐ Yes ☒ No
If "Yes," write previous EIN here

Third Party Designee

Complete this section **only** if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form.

Designee's name: Carrie Ramos, FRP, Paralegal
Designee's telephone number (include area code): 407 843-8880
Address and ZIP code: 301 E. Pine St., Suite 1400, Orlando, FL 32801
Designee's fax number (include area code): 407 244-5690

Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.
Name and title (type or print clearly) Michael Moehring, Treasurer
Applicant's telephone number (include area code): 321-268-6106
Signature _____ Date _____
Applicant's fax number (include area code): 321-268-6231

OPERATING AGREEMENT

OF

PARRISH RADIATION ONCOLOGY, LLC

DATED: As of August 1, 2025

THE UNITS EVIDENCED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED ("1933 ACT") OR THE LAWS OF ANY STATE AND WERE SOLD PURSUANT TO EXEMPTIONS FROM THE 1933 ACT AND SUCH STATE LAWS. THE UNITS MAY NOT BE SOLD OR OFFERED FOR SALE IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE UNITS UNDER THE 1933 ACT AND SUCH STATE LAWS AS MAY BE APPLICABLE, OR AN OPINION OF COUNSEL OR SUBMISSION OF OTHER EVIDENCE SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

OPERATING AGREEMENT
OF
PARRISH RADIATION ONCOLOGY, LLC

THIS OPERATING AGREEMENT OF PARRISH RADIATION ONCOLOGY, LLC, a Florida limited liability company (the "Company"), is made and entered into effective as of the 1st day of August, 2025 (the "Effective Date"), by and among (i) the Company, (ii) PRO ONCOLOGY, LLC, a Florida limited liability company ("PRO Oncology"), (iii) RADIATION ONCOLOGY PARTNERS, LLC, a Florida limited liability company ("ROP"), and (iii) those Persons, if any, agreeing to be bound by the provisions of this Agreement by their execution of this Agreement or of a Joinder hereto (the "Additional Members"). PRO Oncology, ROP and the Additional Members are also referred to herein, individually, as a "Member", and collectively, as the "Members."

SECTION 1
FORMATION, NAME, PRINCIPAL OFFICE, TERM, PURPOSE, TITLE TO PROPERTY, QUALIFICATION

1.1 Formation. The Company was formed effective as of August 1, 2025 (the "Formation Date") as a Florida limited liability company by the filing of Articles of Organization (the "Articles") with the Florida Secretary of State in accordance with Act. The Members hereby agree to continue the Company as a "manager-managed" limited liability company under and pursuant to the Act and agree that the rights, duties and liabilities of the Members shall be as provided in the Act, except as otherwise provided herein and in the Articles.

1.2 Tax Classification. At all times that the Company has more than one Member, the Members intend that the Company be classified as a partnership for federal and state income tax purposes.

1.3 Name. The name of the Company is PARRISH RADIATION ONCOLOGY, LLC, or such other name that complies with applicable law as may be selected by the Board.

1.4 Principal Office. As of the Effective Date, the Company's principal office is located at 490 North Washington Avenue, Suite 2, Titusville, Florida 32796. The Board may change the location of the Company's principal office from time to time or establish and maintain additional places of business for the Company, and shall make any filing and take any other action required by applicable law in connection with the any such change.

1.5 Term. The Company commenced on the Formation Date and shall continue in existence until it is terminated in accordance with the provisions of Section 9 of this Agreement.

1.6 Agent for Service of Process. The name and address of the agent for service of process shall be: William A. Boyles, 301 E. Pine Street, Suite 1400, Orlando, Florida 32801. The Board may change the name and/or address of such agent from time to time, and shall make any filing and take any other action required by applicable law in connection with any such change.

1.7 Purpose of the Company. The purpose and scope of the Company is to (a) engage in the business of providing radiation-related medical services to the community served by the North Brevard County Hospital District, d/b/a Parrish Medical Center, a political subdivision of the State of Florida ("PMC") under the name "Parrish Radiation Oncology Center" from, and located in, an approximately 5,700 square foot space (the "Center") situate at real property consisting of approximately 2.23 acres of land and a 2-story building located at 490 N. Washington Avenue, Titusville, Florida 32796 (the "Business"); and (b) engage in any other lawful business or activity related or incidental to the foregoing.

1.8 Members. The names and addresses of the Members as of the Effective Date are as set forth in the attached Exhibit A, as the same may be updated and/or amended by the Board from time to time. The Board shall have the sole right and authority, without need for action or approval by the Members, to update and amend Exhibit A as set forth in Section 3.1(c).

1.9 Registration of Fictitious Names; Qualification in Other Jurisdictions. In the event that the Board determines that the Company utilize any assumed or fictitious name(s), the Board shall cause the Company to be qualified, formed or registered under assumed or fictitious name statutes or similar laws in any jurisdiction in which the Company transacts business in which such qualifications, formation, or registration is required or desirable, in order to utilize such assumed or fictitious name(s). The parties hereto hereby acknowledge and agree that the Company intends to utilize the fictitious name "Parrish Cancer Center" to conduct the Business, and therefore, the Company shall register such fictitious name with the Florida Secretary of State in accordance with Section 865.09, *Florida Statutes*.

1.10 Title to Property; Units Constitute Personal Property. Legal title to the Company's property, whether real, personal or mixed, shall be held in the name of the Company or in whatever other manner the Board shall determine to be in the best interests of the Company. Each Unit shall be personal property for all purposes.

1.11 Limited Liability of the Members. To the fullest extent permitted by law, no Member shall be liable under a judgment, decree or order of a court, or in any other manner for the debts or any other obligations or liabilities of the Company solely by reason of being a Member of the Company. A Member shall be liable only to make the contributions described in Section 3.1 hereof, and no Member shall be required to lend any funds to the Company or to make any other contributions, assessments or payment to the Company.

SECTION 2
DEFINITIONS

When used in this Agreement, the following terms have the following respective meanings (unless otherwise specifically provided). The singular shall include the plural, the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. Any terms not specifically defined herein shall be construed in accordance with the meaning and understanding given such terms in the trade or business of the Company.

"Act" means the Florida Revised Limited Liability Company Act, Chapter 605, *Florida Statutes*, as amended from time to time (or any corresponding provisions of succeeding law).

"Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in a Member's Capital Account, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(l) and 1.704-2(i)(5); and

(ii) Debit to such Capital Account, the items described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

"Adjustment Year" has the meaning given to such term in Section 11.5(e)(iii).

"Affiliates" means, when used with reference to any Person, (i) any Person that, directly or indirectly, through one or more intermediaries controls, is controlled by, or is under common control with, or owns a greater than ten percent (10%) interest in the specified Person (the term "control" for this purpose, shall mean the ability, whether by the ownership of shares or other equity interest, by contract or otherwise, to elect a majority of the directors of a corporation, a majority of the managing partner of a partnerships, a majority of the general partners of a limited partnership, or a majority of the managers of a limited liability company, or otherwise to have the power independently to remove and then select a majority of those Persons exercising governing authority over an entity, and control shall be conclusively presumed in the case of the direct or indirect ownership of ten percent (10%) or more of the equity interests in the specified Person); (ii) a spouse, parent, sibling, or issue of such Person; and (iii) each ROP Owner and Affiliate of an ROP Owner. ROP hereby acknowledges and agrees that, pursuant to foregoing definition of "Affiliate", each ROP Owner is an Affiliate of ROP, and ROP is an Affiliate of each ROP Owner.

"Agreement" means this Operating Agreement of Parrish Radiation Oncology, LLC, as originally executed and as it may be amended from time to time.

"Allocable Items" has the meaning given to such term in Section 5.2(a).

"Allocation Period" means (i) the period commencing on the Formation Date and ending on December 31, 2025, (ii) any subsequent 12 month period commencing on January 1 and ending on December 31, or (iii) any portion of any period described in clauses (i) or (ii) for which the Company is required, by this Agreement or applicable law or regulation, to allocate Profits, Losses and other items of Company income, gain, loss, or deduction.

"Articles" means the Articles of Organization of the Company filed with the Florida Secretary of State on or about August 1, 2025, as the same may be amended from time to time.

"Assignee" means a transferee of Units and/or a Membership Interest and/or a holder of Units and/or a Transferable Interest who has not been admitted as a Substituted Member. An Assignee shall have only the rights and obligations of an assignee/transferee as set forth in Section 8.1(g) hereof. An Assignee shall have no other rights or powers of a Member except as expressly provided herein. An Assignee includes a "transferee" under the Act.

"Available Cash" means, as of a specified date, the gross cash proceeds of the Company as of such date, less the portion thereof used to pay or establish reserves for all Company expenses, debt payments/debt reductions, capital improvements, business expansion, replacements, and contingencies, all as determined by the Board from time to time. "Available Cash" shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established pursuant to the first sentence of this definition.

"Bankruptcy" means, with respect to any Person: (i) the filing of a voluntary or involuntary petition in bankruptcy, which proceeding is not dismissed within 90 days; (ii) the entry of an order, judgment or decree by any court of competent jurisdiction appointing a trustee, receiver, or custodian of the assets of such Person unless the proceedings and the Person appointed are dismissed within 90 days; (iii) the making by such Person of a general assignment for the benefit of creditors; or (iv) the failure by such Person generally to pay such Person's debts as the debts become due within the meaning of Section 303(h)(1) of the United States Bankruptcy Code, as determined by a Bankruptcy court, or the admission in writing of such Person's inability to pay such Person's debts as they become due.

"BBA 2015" has the meaning given to such term in Section 11.5(a)(i).

"Board" means the Board of Managers described in Section 6.1(a).

"Board Appointed Officers" means the President, Treasurer, Secretary, and any other officers of the Company as may be appointed by the Board from time to time.

"Board Exclusive Decision" shall have the meaning ascribed to it in Section 6.5(b)(i).

"Business Day" means any day other than a Saturday, Sunday and those legal public holidays specified in 5 U.S.C. § 6103(a), as the same may be amended from time to time.

"Capital Account" means, with respect to any Member, the capital account maintained for such Member in accordance with the following provisions:

(i) To each Member's Capital Account there shall be credited (a) such Member's Capital Contributions, (b) such Member's allocation of Profits, as determined in accordance with Section 5.1, and any items in the nature of income or gain that are specially allocated to such Member pursuant to Section 5.3, and (c) the amount of any Company liabilities assumed by such Member or that are secured by any Company Assets distributed to such Member. The principal amount of a promissory note that is not readily traded on an established securities market and that is contributed

to the Company by the maker of the note (or a Member related to the maker of the note within the meaning of Regulations Section 1.704-1(b)(2)(ii)(c)) shall not be included in the Capital Account of any Member until the Company makes a taxable disposition of the note or until (and to the extent) principal payments are made on the note, all in accordance with Regulations Section 1.704-1(b)(2)(iv)(d)(2);

(ii) To each Member's Capital Account there shall be debited (a) the amount of money and the Gross Asset Value of Company Assets distributed to such Member pursuant to any provision of this Agreement, (b) such Member's allocation of Losses, as determined in accordance with Section 5.1, and any items in the nature of expenses or losses that are specially allocated pursuant to Section 5.3, and (c) the amount of any liabilities of such Member assumed by the Company or that are secured by any Company Assets contributed by such Member to the Company;

(iii) The Members' Capital Accounts also will be maintained and adjusted as permitted by the provisions of Treas. Reg. § 1.704-1(b)(2)(iv)(f) and as required by the other provisions of Treas. Reg. §§ 1.704-1(b)(2)(iv) and 1.704-1(b)(4), including adjustments to reflect the allocations to the Members of Depreciation, depletion, amortization, and gain or loss as computed for book purposes rather than the allocation of the corresponding items as computed for tax purposes, as required by Treas. Reg. § 1.704-1(b)(2)(iv)(g).

(iv) In the event a Membership Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Membership Interest; and

(v) In determining the amount of any liability for purposes of subparagraphs (i) and (ii) above there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Board determines that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities that are secured by contributed or distributed property or that are assumed by the Company or any Members) are computed in order to comply with such Regulations, the Board may make such modification, provided that it is not likely to have a material effect on the amounts distributed to any Person pursuant to the terms of this Agreement upon the dissolution of the Company. The Board also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-1(b)(2)(iv)(q), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b).

"Capital Contribution" means, with respect to any Member, the amount of money and the fair market value of any other property contributed by such Member to the Company with respect to the Membership Interest held by such Member (with such fair market value determined by the Board as of the date of contribution and net of liabilities assumed by the Company or otherwise secured by

such contributed property and with respect to which the Company is considered to assume, or to take subject to, under Section 752 of the Code).

"Center Manager" means that Person appointed by ROP pursuant to the Management Services Agreement, which Person has the rights, powers and authorities regarding the operation and management of the day-to-day business and affairs of the Company, as more particularly set forth in Section 6.6. The initial Center Manager is Mr. Tod Garthwaite at all times when he is acting in such capacity (and not if and when he is acting in its capacity as a Member (if applicable), Manager (if applicable), or in any other capacity).

"Code" means the Internal Revenue Code of 1986, as amended (or any corresponding provision or provisions of succeeding law).

"Company" means the limited liability company created by the filing of the Articles as described in Section 1.1, as the Company may from time to time be constituted in accordance with the terms of this Agreement or any amendments hereto.

"Company Assets (or Property)" means all real and personal property acquired by the Company and any improvements thereto, and shall include both tangible and intangible property.

"Company Minimum Gain" means as of any date, the amount determined under Regulation Sections 1.704-2(b)(2) and 1.704-2(d).

"Convicted Member" has the meaning given to such term in Section 8.7(a).

"CTA" means, collectively, the Corporate Transparency Act, Title LXIV of the 2021 National Defense Authorization Act and the regulations promulgated by the Financial Crime Enforcement Network thereunder.

"Depreciation" means, for each Allocation Period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Allocation Period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Allocation Period, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such Allocation Period bears to such beginning adjusted tax basis, provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Allocation Period is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Board.

"Equipment" means, collectively, the equipment listed in the attached Exhibit B.

"Equipment Lease Agreement" means any equipment lease agreement to be entered into by the Company, as lessee, pursuant to which the Company leases medical equipment.

"Event of Dissolution" means any of the events that result in a dissolution of the Company as set forth in Section 9.1 hereof.

"Fiscal Year" means the fiscal year of the Company, which shall be the calendar year.

"GAAP" means United States generally accepted accounting principles in effect from time to time.

"Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the Board;

(ii) The Gross Asset Value of each Company Asset shall be adjusted to equal its respective gross fair market value (taking into account Code Section 7701(g)), as determined by the Board, as of the following times: (a) the acquisition of an additional Membership Interest by any new or existing Member in exchange for more than a *de minimis* Capital Contribution; (b) the distribution by the Company to a Member of more than a *de minimis* amount of Company Property as consideration for a Membership Interest; (c) in connection with the grant of a Membership Interest (other than a *de minimis* Membership Interest), as consideration for the provision of services to or for the benefit of the Company by an existing Member or by a new Member acting in a Member capacity or in anticipation of being a Member; and (d) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that an adjustment described in clauses (a) and (b) of this subparagraph (ii) shall be made only if the Board reasonably determines that such adjustment is necessary to reflect the relative economic interests of the Members in the Company;

(iii) The Gross Asset Value of any Company Asset distributed to any Member shall be adjusted to equal the gross fair market value (taking into account Code Section 7701(g)) of such asset on the date of distribution as determined by the Board; and

(iv) The Gross Asset Values of Company Assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Sections 734(b) or 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and subparagraph (vi) of the definition of "Profits" and "Losses" or pursuant to Section 5.3(b) below; provided, however, that Gross Asset Values shall not be adjusted under this subparagraph (iv) to the extent that an adjustment pursuant to subparagraph (ii) is required in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (iv). If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraph (i), (ii), or (iv), such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset, for purposes of computing Profits and Losses.

"Highest Per Unit Purchase Price" means the greatest dollar amount paid by any Person (including, without limitation, the Company or any Member) for any Unit, whether by Capital Contribution, purchase price, or other form of payment.

"Independent Counsel" means independent Florida-licensed legal counsel with significant experience and expertise in Florida public entity law and Florida Constitutional matters, as selected by any Member and reasonably acceptable to legal counsel for the other Members.

"Involuntary Transfer" has the meaning given to such term in Section 8.6.

"IRS" has the meaning given to such term in Section 11.5(b).

"Joinder" means a joinder agreement, counterpart signature page, or other instrument in a form approved by the Board whereby a Person agrees to become a Member of the Company and be bound by the terms and conditions of this Agreement.

"Loss of Control" has the meaning given to such term in Section 8.1(b).

"Losses" shall have the meaning given to such term in the definition of Profits and Losses.

"Majority in Interest of the Members" means the Members, or a specified group of Members, who collectively own more than fifty percent (50%) of the Percentage Interests entitled to vote owned by the Members or the specified group of Members.

"Majority in Interest of the Appointing Members" means the Appointing Members (excluding any Appointing Member that has become a Former Appointing Member) who collectively own more than fifty percent (50%) of the Percentage Interests entitled to vote and owned by the Appointing Members (excluding any Appointing Member that has become a Former Appointing Member).

"Management Services Agreement" means that certain agreement to be entered into by and between the Company and ROP, pursuant to which ROP will provide management, administrative and operational support services for the Business and manage the day-to-day operations of the Business, and ROP may employ certain individuals who will provide services for the Business, but in any event subject to the Board's right and authority to approve Board Exclusive Decisions.

"Manager" means any Person that is designated, in accordance with the terms of Section 6, to serve on the Board.

"Member" means any one of the Members for so long as such Person holds a Membership Interest. Unless the context clearly requires otherwise, any reference in this Agreement to a "Member" shall be deemed to apply to all Members collectively at all times during which there may be more than one Member.

"Member Parties" means, determined separately for each Member, each owner and manager of such Member, any Affiliates of any of the foregoing (excluding the Company and, in the case of PRO Oncology, NBMS and PMC), and with respect to ROP, any Person who provides medical services for or on behalf of ROP or any Affiliate of ROP (excluding the Company) or any of ROP"s owners or managers; provided, however, that any individual who provides medical services for or on behalf of an Affiliate of ROP but neither provides medical services for or on behalf of ROP nor is an owner or manager of ROP will not be considered a "Member Party"; provided, further, that temporary coverage or locum tenens services rendered for or on behalf of ROP by any such individual shall not constitute sufficient engagement by ROP to trigger Member Party status for such individual, so long as such services do not exceed fifteen (15) calendar days in any twelve-month period and do not involve participation in referral development or strategic planning activities of the Center. For the avoidance of doubt, each of the ROP Owners will be a Member Party of ROP.

"Members" means all Persons admitted to the Company as a Member.

"Member Nonrecourse Debt" has the meaning given to the term "partner nonrecourse debt" in Regulations Section 1.704-2(b)(4).

"Membership Interest(s)" or "Interest(s)" means, as to any Member at a particular time, all of the ownership interest and rights of that Member in the Company at such time, including, but not limited to, (i) such Member's right to allocations of items of income, gain, loss, deduction and credit of the Company in accordance with the terms of this Agreement, (ii) such Member's right to a distributive share of the Company Assets, and (iii) such Member's right to vote his, her or its Membership Interest (based upon the Percentage Interest attributable to such Membership Interest) pursuant to the terms of this Agreement and the applicable provisions of the Act, all as set forth in this Agreement, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement and the Act, and further including such Member's Capital Account hereunder.

"NBMS" means North Brevard Medical Support Inc., a Florida not for profit, tax exempt corporation.

"New Partnership Audit Rules" has the meaning given to such term in Section 11.5(a)(i).

"Nonrecourse Liability" has the meaning given to such term in Regulations Section 1.704-2(b)(3).

"Open Year" means any Company tax year for which the statute of limitations has not expired pursuant to Code Sections 6501 and 6511.

"Permitted Transfer" has the meaning given to such term in Section 8.1(e).

"Permitted Transferee" has the meaning given to such term in Section 8.1(e).

"Percentage Interest" means, with respect to any Member, the Membership Interest of the Member expressed as a percentage (determined for any Member at any time and from time to time based on a fraction, the numerator of which is the total number of Units issued to such Member and the denominator of which is the total number of Units issued and outstanding, for the purposes of making certain allocations of loss of the Company, making distributions to the Members pursuant to Section 5.5 and Section 5.6b), and determining the respective voting rights of the Members hereunder. In the event any Membership Interest is transferred in accordance with the provisions of this Agreement, the transferee of such Interest shall succeed to the Percentage Interest of its transferor to the extent it relates to the transferred portion of the Membership Interest. The Percentage Interests of the Members shall be set forth in the attached Exhibit A, as the same may be updated and/or amended by the Board from time to time upon a permitted Transfer of Units or approved issuance of additional Membership Interests and Units. The aggregate Percentage Interests of the Members shall at all times equal 100%.

"Person" means any individual, limited liability company, partnership, limited partnership, corporation, trust, estate or other entity.

"Preamble" means the preamble to this Agreement appearing prior to Section 1 of this Agreement. The parties hereto agree the Preamble is hereby incorporated into this Agreement by reference.

"President" means the individual appointed by the Board, from time to time, to serve as president of the Company.

"Prime Rate" means the prime rate published in the "Money Rates" column of *The Wall Street Journal* (Eastern Edition) from time to time as its prime rate; however, in the event *The Wall Street Journal* (Eastern Edition) ceases publishing such prime rate, the Board shall have the right to select a similar alternate source for determination of the "Prime Rate" for purposes of this Agreement.

"Profits" shall have the meaning given to such term in the definition of Profits and Losses.

"Profits or Losses" means, for each Fiscal Year or other period, an amount equal to the Company's taxable income or taxable loss for such Fiscal Year or other period, determined in accordance with Code Section 703(a) (for this purpose, all Allocable Items required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Code Section 705(a)(2)(B), or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this definition, shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Company Asset is adjusted pursuant to subparagraphs (ii) or (iii) of the definition of "Gross Asset Value," the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the Gross Asset Value of the asset) or an item of loss (if the adjustment decreases the Gross Asset Value of the asset) from the disposition of such asset and shall be taken into account for purposes of computing Profits or Losses;

(iv) Gain or loss resulting from any disposition of Company Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year or other period, computed in accordance with the definition of "Depreciation" hereinabove;

(vi) To the extent an adjustment to the adjusted tax basis of any Company Asset pursuant to Code Section 734(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as a result of a distribution other than in

liquidation of a Member's Membership Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) from the disposition of such asset and shall be taken into account for purposes of computing Profits and Losses;

(vii) Notwithstanding any other provision of this definition, any items that are specially allocated pursuant to Section 5.3 below shall not be taken into account in computing Profits or Losses; and

(viii) The amounts of the items of Company income, gain, loss, or deduction available to be specially allocated pursuant to Section 5.3 hereof shall be determined by applying rules analogous to those set forth in subparagraphs (i) through (vi) above.

"Purchase Notice" has the meaning given to such term in Section 8.6 or Section 8.7(a), as applicable.

"Purchase Right" has the meaning given to such term in Section 8.6 or Section 8.7(a), as applicable.

"Real Property Lease Agreement" means that certain real property lease agreement to be entered into by and between the Company, as tenant, and PMC, as Sublandlord, pursuant to which the Company will lease the Center from PMC.

"Regulations" means the permanent and temporary Income Tax Regulations, and all amendments, modifications, and supplements thereof, from time to time promulgated by the Department of the Treasury under the Code.

"Reviewed Year" has the meaning given to such term in Section 11.5(e)(i).

"Reviewed Year Member" has the meaning given to such term in Section 11.5(e)(i).

"ROP Owner" means each owner of any equity interest in ROP as of the Effective Date and each Person to whom or which any such owner of equity interests in ROP Transfers any of its, his or her equity interests in ROP. ROP hereby represents and warrants to the parties hereto that, as of the Effective Date, the owners of all of the issued and outstanding equity interests are David Diamond, MD and Vikram Saini, JD.

"Secretary" means the individual appointed by the Board, from time to time, to serve as secretary of the Company.

"Stark Law" means the disclosure requirements and self-referral prohibitions of the Federal Ethics in Patient Referrals Act, 42 U.S.C. §1395nn, or any successor thereto, and any and all rules promulgated thereunder.

"Substituted Member" has the meaning given to such term in Section 8.1(g).

"Statement of Authority" has the meaning given to such term in Section 6.3(c)(xviii).

"Tax Loan" has the meaning given to such term in Section 11.5(e)(ii).

"Tax Matters Representative" has the meaning given to such term in Section 11.5(a)(ii).

"Transfer" has the meaning given to such term in Section 8.1(a).

"Transferable Interest" means a personal property right, as initially owned by a Person in the Person's capacity as a Member, to receive distributions from the Company in accordance with this Agreement and to receive such allocations of Profits and Losses, distributions and/or other Allocable Items as provided in this Agreement, to the extent assigned, whether such Person remains a Member or continues to own a part of such right, with such Transferable Interest subject to Transfer as set forth herein. This term shall further have the meaning ascribed to it in Section 605.0102(66) of the Act.

"Treasurer" means the individual appointed by the Board, from time to time, to serve as treasurer of the Company.

"Unit(s)" means a personal property right comprising a unit of Membership Interest entitling the holder thereof to specified and proportionate allocations (relative to other Unit Holders) of Profits and Losses, distributions and/or other Allocable Items as provided herein, and voting rights. Units of Membership Interests shall carry all of the voting rights of the Members, entitling the Member that is the holder thereof to vote on account thereof, based on the Percentage Interest that corresponds to such Units of Membership Interest. Holders of Units who are also Members shall be entitled to vote only on matters on which Members are expressly designated to vote upon or consent to in this Agreement or under the Act.

"Unit Holder" means a Person who holds one or more Units, regardless of whether it, he or she is a Member.

"Unit Holders" means all of the Unit Holders, unless the context denotes otherwise.

"Unreturned Capital" means, with respect to each Member, an amount equal to the excess of (i) the sum of (A) such Member's "Unreturned Capital" as set forth in the attached Exhibit A as in effect on the Effective Date, plus (B) the aggregate Capital Contributions (if any) made by such Member after the Effective Date pursuant to Section 3 (but only to the extent not taken into account in the foregoing clause (A) of this definition), less (ii) the total cash distributions made to such Member after the Effective Date in return of such Unreturned Capital pursuant to Section 5.6(a). The Members' Unreturned Capital represents the Members' mutual agreement regarding their respective priority rights to receive distributions pursuant to Section 5.6(a) and does not necessarily represent or reflect the Members' respective Capital Account balances. Each Member's Unreturned Capital shall be attributed to the Units held by such Member on a pro rata basis based on the total number of Units held by such Member at any given time, and in the event any Unit to which Unreturned Capital is attributed is transferred (or treated as transferred for federal income tax purposes) from one Unit Holder to another Unit Holder, the Unreturned Capital attributed to such Unit at the time of such transfer shall continue to be attributed to such Unit in the hands of the transferee upon consummation of such transfer, unless otherwise agreed by the transferor and transferee of such Unit. Each Member's Unreturned Capital shall be set forth in the attached Exhibit A, as the same may be updated and/or amended by the Board from time to time.

"Withdrawing Member" has the meaning given to such term in Section 8.6.

"Wrongful Act" "Convicted Member" has the meaning given to such term in Section 8.7(b).

Terms defined in the Preamble have the meaning therein specified. To the extent that terms bearing initial upper case letters appear in this Agreement but are not defined in the Preamble or in this Section, such terms shall have the meaning set forth elsewhere in this Agreement.

SECTION 3
CAPITAL CONTRIBUTIONS AND LOANS

3.1 Capital Contributions.

(a) In connection with the formation and organization of the Company, effective as of the Effective Date, PRO Oncology has contributed or hereby agrees to contribute the Equipment to the Company as its initial Capital Contribution to the Company, and, subject to the adjustments set forth in this Section 3.1(a), if applicable, ROP hereby agrees to make, no later than five (5) Business Days following written notice from the Company confirming that the Appraised Equipment Value has been determined by the Equipment Appraisers and formally accepted by the Board, an initial cash Capital Contribution to the Company in the amount of $277,165.50 (the "Estimated ROP Initial Capital Contribution"), as set forth beside its name on Exhibit A attached hereto. The parties hereto hereby acknowledge and agree that the estimated fair market value of the Equipment as of the Effective Date is $1,108,662.00 (the "Estimated PRO Oncology Initial Capital Contribution"), and accordingly, PRO Oncology shall initially be treated as having made an initial Capital Contribution to the Company in such amount.

(i) The Company and the Members hereby agree that: (i) following the Effective Date, the Company shall obtain, at its own cost, an appraisal of the Equipment from one or more independent, qualified appraisers (collectively, the "Equipment Appraisers") selected by the Board in its reasonable discretion, provided that such appraisers shall include at least one independent individual or firm with verifiable appraisal expertise in radiation oncology equipment (each, an "Independent Appraiser") and at least one independent third-party reseller or independent medical physicist, in each case, who possesses direct operational knowledge and market familiarity with medical equipment that is substantially similar to the Equipment (who may also be an Independent Appraiser). For purposes of the immediately preceding sentence, an appraiser, third-party reseller and medical physicist shall be "independent" if, and only if, such Person has not had any previous financial or other business relationship with any Member or any Affiliate of a Member. The Equipment Appraisers shall determine the fair market value of the Equipment in its existing "as-is" condition as of the Effective Date (the "Appraised Equipment Value"); and (ii) upon determination of the Appraised Equipment Value — whether greater than, equal to, or less than the Estimated PRO Oncology Initial Capital Contribution — PRO Oncology shall be deemed, effective as of the Effective Date, to have made an initial Capital Contribution to the Company in the amount of the Appraised Equipment Value pursuant to this Section 3.1(a).

(ii) In the event that the Appraised Equipment Value exceeds the amount of the Estimated PRO Oncology Initial Capital Contribution (with such excess amount referred to herein as the "Excess Equipment Value"), not later than five (5) days after the Appraised Equipment Value is determined by the Equipment Appraisers, ROP shall be required to make an additional initial Capital Contribution to the Company (in additional to the Estimated ROP Initial Capital Contribution) equal to the product of the Excess Equipment Value multiplied by a fraction, the numerator of which

is 20% and the denominator of which is 80%, such that the aggregate value of the initial Capital Contributions made by PRO Oncology pursuant to this Section 3.1(a) shall be equal to 80% of the aggregate initial Capital Contributions made by PRO Oncology and ROP pursuant to this Section 3.1(a), and the aggregate value of the initial Capital Contributions made by ROP pursuant to this Section 3.1(a) shall be equal to 20% of the aggregate initial Capital Contributions made by PRO Oncology and ROP pursuant to this Section 3.1(a). Provided ROP timely makes such additional initial Capital Contribution, no adjustment to any Member's initial Capital Contributions pursuant to this Section 3.1(a)(ii) shall result in any change in the number of Units held by such Member or any dilution of such Member's Percentage Interest. By way of example, (a) if the Estimated PRO Oncology Initial Capital Contribution is $1,000,000, the Appraised Equipment Value is $1,100,000, and the Estimated ROP Initial Capital Contribution is $250,000, then the Excess Equipment Value would be $100,000, and ROP would be required to make an additional initial Capital Contribution equal to $25,000.

(iii) In the event that the amount of the Estimated PRO Oncology Initial Capital Contribution exceeds the Appraised Equipment Value (with such excess amount referred to herein as the "Equipment Value Reduction"), not later than five (5) days after the Appraised Equipment Value is determined by the Equipment Appraisers, the Company shall be required to return (or, in the case that the Estimated ROP Initial Capital Contribution has yet to be made, adjust by means of updating of Schedule A) to ROP a portion of the Estimated ROP Initial Capital Contribution equal to the product of the Reduced Equipment Value multiplied by a fraction, the numerator of which is 20% and the denominator of which is 80%, such that the aggregate value of the initial Capital Contributions made by PRO Oncology pursuant to this Section 3.1(a) shall be equal to 80% of the aggregate initial Capital Contributions made by PRO Oncology and ROP pursuant to this Section 3.1(a), and the aggregate value of the initial Capital Contributions made by ROP pursuant to this Section 3.1(a) shall be equal to 20% of the aggregate initial Capital Contributions made by PRO Oncology and ROP pursuant to this Section 3.1(a). Provided the Company returns such portion of the Estimated ROP Initial Capital Contribution to ROP, no adjustment to any Member's initial Capital Contributions pursuant to this Section 3.1(a)(ii) shall result in any change in the number of Units held by such Member or any dilution of such Member's Percentage Interest. By way of example, if the Estimated PRO Oncology Initial Capital Contribution is $1,000,000, the Appraised Equipment Value is $900,000, and the Estimated ROP Initial Capital Contribution is $250,000, then the Equipment Value Reduction would be equal to $100,000, and the Company shall be required to return to ROP a portion of the Estimated ROP Initial Capital Contribution equal to $25,000.

(iv) In exchange for the initial Capital Contributions made by the Members, as adjusted pursuant to this Section 3.1, if applicable, the Company issued to the Members, effective as of the Effective Date, the Units reflected on Exhibit A attached hereto. In the event that any Member fails to timely and fully fund its initial Capital Contributions required to be made by such Member pursuant to this Section 3.1, the number of such Units issued to the Company to such Member in exchange for such initial Capital Contributions required to be made by such Member shall be automatically reduced (and, correspondingly, such Member's Percentage Interest shall be reduced), with no action required of the Board or the Members, such that the issued and outstanding Units are held by the Members in proportion to the initial Capital Contributions actually and timely made by the Members.

(b) Each Member admitted to the Company by the Board after the Effective Date pursuant to Section 3.5 shall make such Capital Contributions for such number of Units as shall be designated by the Board, in its sole discretion.

(c) Exhibit A attached hereto and incorporated herein by such reference shall set forth the number of Units issued to the Members, and the Members' respective amounts of Unreturned Capital and Percentage Interests, with such exhibit being updated regularly by the Board when any adjustment to the Members' initial Capital Contributions or Units is made pursuant to Section 3.1(a), a Transfer has occurred, any additional Person is issued a Unit and/or admitted as a Member, any Member makes an additional Capital Contribution, or when any other applicable changes have occurred. The Board shall have the sole right and authority, without need for action or approval by the Members, to update and amend Exhibit A at any time and from time to time in order to set forth the number of Units issued to the Members, the aggregate Capital Contributions attributable to Units held by the Members, the Members' Percentage Interests, and the amounts of Unreturned Capital attributable to the Units held by the Members, including at such time as any Person is issued Units, Transfers Units and/or is admitted as a Member, or when any other applicable changes have occurred.

3.2 Additional Capital Contributions.

(a) The Members understand and acknowledge that the Company may need additional funds beyond its existing capital from time to time, including without limitation, for any of the following purposes: (i) in order to avoid or mitigate material damage or loss to the Company or the Company's business, and/or (ii) in order to fund or pay for: (x) the maintenance or continuation of the Company's business or operations in their ordinary and customary course, (y) the repair, maintenance or necessary improvement of any facilities utilized in the Company's business or operations, or (z) any income tax, withholding tax, payroll tax, or property tax liability or obligation of the Company. To the extent that the Board makes a good faith determination that the Company requires additional funds, and such funds are not available from reserve accounts or any other funds held by the Company, then the Board may provide written notice to the Members requesting them to make additional Capital Contributions to the Company, which notice shall include the amount of cash required to fund the additional Capital Contributions and the number of Units that will be issued in exchange for such additional Capital Contributions. The Board may also provide written notice to the Members requesting the Members to make additional Capital Contributions for the purpose of the Company paying any outstanding Deficit Loan or outstanding loan from a Member to the Company as contemplated by Section 3.4. Any Capital Contribution requested from the Members pursuant to this Section 3.2(a) will be referred to herein as an "Additional Contribution." No Member shall be obligated to fund any portion of any Additional Contribution. With respect to each Additional Contribution, the written notice requesting such Additional Contribution issued by the Board (each, a "Capital Request Notice") shall specify each Member's pro rata share of such Additional Contribution (based on the Members' respective Percentage Interests) and the date by which the Board requests that the Additional Contribution be made (the "Contribution Date"), which Contribution Date shall not be fewer than fifteen (15) days after the Members receive, or are deemed to receive pursuant to Section 10, the Capital Request Notice. Each Member's pro rata share of any Additional Contribution is referred to herein as such Member's "Requested Contribution". In exchange for any Additional Contribution requested by the Board to be made pursuant to this Section 3.2(a), each Member who makes any of such Member's Requested Contribution with respect to such

Additional Contribution shall be issued the same number of Units for each one dollar (or portion thereof) of additional Capital Contribution made by such Member.

(b) A Member that fails to contribute all of its Requested Contribution to the Company on or before the Contribution Date is referred to herein as a "Non-Contributing Member", and a Member that has funded all of its Requested Contribution on or before the Contribution Date is referred to herein as a "Contributing Member". If, in the context of any Additional Contribution, there exists at least one Non-Contributing Member and at least one Contributing Member, then each Contributing Member shall exercise, as its sole remedy, one of the following two options:

(i) Each such Contributing Member may withdraw its Requested Contribution, in which event the Company shall refund to such Member its Requested Contribution within two (2) business days after written notice from such Member; or

(ii) Each such Contributing Member may elect to advance to the Company all or any part of the applicable Additional Contribution as a loan to the Company (with the aggregate amount of such loan (and all accrued and unpaid interest thereon) being referred to herein as a "Deficit Loan"). A Deficit Loan shall bear interest on the outstanding principal amount thereof at an annual rate equal to the Prime Rate plus three percent (3%). Payments on any Deficit Loan by the Company shall be applied first to the payment of accrued and unpaid interest on such Deficit Loans, and second, to the repayment of the principal amount of such Deficit Loan. If more than Contributing Member elects to make such Deficit Loan, then each electing Contributing Member shall make such Deficit Loan pro rata based on the relative Percentage Interests owned by the electing Contributing Members.

(c) If a Deficit Loan shall be outstanding for more than 60 days, at any time and from time to time thereafter, each Contributing Member that made all or any portion of such Deficit Loan shall have the right, upon first giving ten (10) days' written notice to the Company and each other Contributing Member that made a portion of such Deficit Loan (if any), to contribute to the capital of the Company such Contributing Member's share of such Deficit Loan (including, without limitation, any interest accrued thereon). Each such Contributing Member who provides such written notice is referred to herein as a "Contributing Deficit Loan Member." Such Contributing Deficit Loan Member shall be deemed to have made the applicable Additional Contribution to the capital of the Company on the date that is ten (10) days after the applicable written notice was given by such Contributing Deficit Loan Member. In the event that any other Contributing Member that made a portion of such Deficit Loan provides written notice that it is exercising its right to contribute its share of such Deficit Loan to the capital of the Company within ten (10) days after the giving of such first written notice, such other Contributing Member shall be deemed to have given its written notice on the same date as such first written notice was given, and all Additional Contributions made by such Contributing Deficit Loan Members shall be deemed to have been made simultaneously for purposes of this Section 3.2(c).

(d) In the event that there is at least (i) one Contributing Member who does not withdraw its Requested Contribution pursuant to Section 3.2(b)(i) and/or Contributing Deficit Loan Member (each, a "Participating Member") and (ii) at least one Non-Contributing Member with respect to any Additional Contribution, the Company shall issue additional Units to each Participating Member to take into account the amount of any Additional Contribution made by the Participating Members. The Company shall issue that number of Units to each Participating Member that

corresponds to the amount of the Additional Contribution made by such Participating Member. The Members acknowledge that the issuance of additional Units with respect to any Additional Contribution will result in the dilution of each Non-Contributing Member's Percentage Interest.

(e) In no event shall any Person other than the Board, acting in accordance with and pursuant to Section 3.2(a), have any right to request, cause, impose or require an Additional Contribution or to otherwise request, require or compel the Members to contribute any additional funds or capital to the Company. The provisions of Section 3.2(a) shall not confer any enforcement rights or other benefit, whether deemed or actual, upon any person or entity not a party to this Agreement (including, without limitation, any creditor of the Company or of any Member).

3.3 Other Matters Relating to Capital Contributions.

(a) Except for Deficit Loans converted to Capital Contributions pursuant to Section 3.2(c), loans by any Member to the Company shall not be considered Capital Contributions.

(b) Except as may be expressly provided herein, no Member shall be entitled to withdraw, or to the return of, any part of the Capital Contribution of such Member or to receive property or assets other than cash from the Company for any reason whatsoever.

(c) No interest shall be paid by the Company on Capital Contributions.

(d) No Member shall have any personal liability for the repayment of any Capital Contribution of any other Member.

(e) The Members shall look solely to the Company Assets for the return of their respective Capital Contributions by virtue of distributions made to the Members in accordance with Section 5, and no Member shall be entitled to priority over any other Member with respect to any such distributions except as may be expressly provided herein.

3.4 Loans. In the event the Board shall determine that funds are reasonably necessary for maintaining and protecting the Company Assets or conducting the Company's business, the Board shall be authorized to borrow funds on behalf of the Company from a commercial lending institution and/or from one or more of the Members and/or their Affiliates without notification to any of the Members, and all or any portion of the Company Assets may be pledged or conveyed as security for such indebtedness. Any such loan will bear interest at such rate, be secured in such manner and be repayable on such terms as the Board deems advisable; provided, however, that if such loan is from one or more of the Members and/or their Affiliates, then the terms of such loan must be fair and reasonable as to the Company at the time such loan is approved by the Board, taking into consideration whatever factors the Board deems relevant. In the event that any Member or any Affiliate of a Member shall loan money to the Company (including, without limitation, as a Deficit Loan), the principal and interest with respect to such loan shall be fully paid prior to any distribution of cash to the Members under the terms of this Agreement, unless such loan agreement or promissory note contains a specific provision to the contrary.

3.5 Sale or Issuance of Additional Units by Board. In the event the Board determines that funds are reasonably necessary for maintaining and protecting the Company Assets or conducting the Company's business, the Board is authorized to raise capital for the Company by offering and selling

to certain Persons any number of Units, or to otherwise sell or issue additional Units, on such terms and conditions as the Board shall determine in its sole and absolute discretion. Each Person who acquires Units shall become a Member at such time as, and only if, such Person has: (a) contributed the full amount of any Capital Contribution, if any, for such Units to the Company, and (b) become a party to this Agreement by executing and delivering to the Board such documents as the Board may require, including, without limitation, a Joinder. The Unit Holders expressly acknowledge and agree that in connection with any such offering, sale or issuance of Units, the then existing Unit Holders shall not have any preemptive or other rights to participate therein and the Percentage Interests and certain allocations will be correspondingly reduced/diluted as a consequence of any such offering, sale or issuance, unless and to the extent that such Unit Holder proportionately participates, if permitted, in such offering, sale or issuance.

SECTION 4
CAPITAL ACCOUNTS

4.1 Capital Accounts. The Company shall establish on the books of the Company for each Member a Capital Account which shall be adjusted and maintained in accordance with Code Section 704(b), the principles set forth in Regulations Sections 1.704-1(b) and 1.704-2, and the terms of this Agreement. The Member's Capital Account and the adjustments thereto are further described in the definitions set forth in Section 2 hereof.

4.2 Determination of Capital Accounts. Except as otherwise provided herein, whenever it is necessary to determine the Capital Account of any Member, the Capital Account of the Member shall be determined after giving effect to the allocations for the Company's current Allocation Period of all items of income, gain, loss, deduction and credit and all distributions for such Allocation Period pursuant to Section 5 for transactions occurring prior to the date such determination is made.

4.3 Return of Capital. The Members shall look solely to the Company Assets for the return of their respective Capital Contributions and Unreturned Capital, and if the Company Assets remaining after provision for payment or discharge of the Company's debts and liabilities are insufficient to return the capital of the Members, no Member shall have any recourse against the personal assets of any other Member for that purpose. No distributions to any Member pursuant to Section 5 in return of any part of such Member's Capital Contribution or Unreturned Capital shall result in any dilution of such Member's Percentage Interest, unless such distribution is made in connection with the full or partial redemption of such Member's Membership Interest.

4.4 Deficit Capital Accounts. Notwithstanding any provision of this Agreement, if upon the liquidation of the Company or of a Member's interest in the Company (within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g)), a Member has a deficit in his or its Capital Account (after giving effect to all contributions, distributions and allocations for all Allocation Periods, including the one in which such liquidation occurs), notwithstanding any custom or rule of law to the contrary, such Member shall not have any duty or obligation to make a contribution to the capital of the Company to restore such deficit to any extent, and such deficit balance shall not be considered an asset of the Company nor a debt or other liability owed by such Member to the Company or to any other Person for any purpose whatsoever.

4.5 Nomenclature. Any reference to the allocation of profits, losses or other items to, the payment of distributions to, or the maintenance of, a Capital Account of a Member shall include a Unit Holder unless the context clearly indicates otherwise.

SECTION 5
ALLOCATIONS AND DISTRIBUTIONS

5.1 Allocation of Profits and Losses**.** After giving effect to the special allocations set forth in Section 5.3 and Section 9.4, and after taking into account distributions and Capital Contributions made during such Allocation Period, Profits and Losses for each Allocation Period shall be allocated proportionately among the Members in a manner such that the Capital Account of each Member, immediately after giving effect to such allocation, is, as nearly as possible, equal to (i) the amount of distributions that hypothetically would be made to such Member during such Allocation Period if: (a) the Company were dissolved and terminated; (b) its affairs were wound up and each Company Asset was sold for cash equal to its Gross Asset Value; (c) all Company liabilities were satisfied (other than liabilities the discharge of which would give rise to a deduction for U.S. federal income tax purposes and limited with respect to each nonrecourse liability to the Gross Asset Value of the assets securing such liability); and (d) the net assets of the Company were distributed in accordance with Section 5.6(a) and Section 5.6(b), to the Members immediately after giving effect to such allocation, minus (ii) such Member's share of Company Minimum Gain and Member Nonrecourse Debt Minimum Gain computed immediately prior to such hypothetical sale of Company assets. The Tax Matters Representative may, subject to approval of the Board, adjust such allocations (whether or not consistent with the above) as it deems necessary or appropriate in order to effectuate the intended economic arrangement of the Members.

5.2 General.

(a) Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, credits, and any other allocable items (collectively, "Allocable Items") not otherwise provided for shall be divided among the Members in the same proportions as they share Profits and Losses, as the case may be, for the applicable Allocation Period.

(b) The Members are aware of the income tax consequences of the allocations made by this Section 5 and hereby agree to be bound by the provisions of this Section 5 in reporting their shares of Company income and loss for federal income tax purposes.

(c) For purposes of determining the Allocable Items allocable to any Allocation Period, such Allocable Items shall be determined on a daily, monthly, or other basis, as determined by the Board using any permissible method under Code Section 706 and the Regulations thereunder.

(d) Solely for purposes of determining a Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Regulations Section 1.752-3(a)(3), the Members' interests in Company Profits are in proportion to their Percentage Interests.

(e) To the extent permitted by Regulations Section 1.704-2(h)(3), the Members shall endeavor to treat distributions of Available Cash as having been made from the proceeds of a Nonrecourse Liability or a Member Nonrecourse Debt only to the extent that such distributions would cause or increase an Adjusted Capital Account Deficit for any Member.

5.3 Regulatory Allocations; Section 754 Adjustment.

(a) Code Section 704 and the Regulations issued thereunder, including the provisions of such Regulations addressing qualified income offset provisions, minimum gain chargeback requirements and allocations of deductions attributable to nonrecourse debt and partner recourse debt, are hereby incorporated by reference (collectively, the "Regulatory Allocations"). If, as a result of the provisions of Code Section 704 and such Regulations, Allocable Items are allocated to the Members in a manner that is inconsistent with the manner in which they intend to divide such items as reflected in Section 5.1, to the extent permitted under such Regulations, Allocable Items shall subsequently be allocated among the Members so as to prevent such allocations from distorting the manner in which the net amounts of Allocable Items will be divided among the Members pursuant to this Agreement. To clarify, the Board shall make such offsetting special allocations of Company income gain, loss or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to Section 5.1.

(b) To the extent an adjustment to the adjusted tax basis of any Company Asset pursuant to Code Sections 734(b) or 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of such Member's Interest in the Company, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such gain or loss shall be specially allocated to the Members in accordance with their interests in the Company in the event Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made in the event Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

5.4 Tax Allocations: Code Section 704(c). In accordance with Code Section 704(c), and the Regulations promulgated thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value (computed in accordance with the definition of Gross Asset Value) using the traditional method with curative allocations as set forth in Regulations Section 1.704-3(b), unless some other method is approved by the Board. In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraph (ii) of the definition of Gross Asset Value, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder. Any elections or other decisions relating to such allocations shall be made by the Board in any manner that reasonably reflects the purpose and intention of this Agreement.

5.5 Distribution of Available Cash Prior to Dissolution. Prior to the occurrence of an Event of Dissolution (other than an Event of Dissolution described in Section 9.1(d) which is followed by a reinstatement of the Company as described in Section 9.2), Available Cash, if any, shall be distributed at such time or times as are approved by the Board, in its discretion, concurrently to and among the Members in proportion to their respective Percentage Interests.

5.6 Distributions After Dissolution. Upon the occurrence of an Event of Dissolution (other than an Event of Dissolution described in Section 9.1(d) which is followed by a reinstatement of the Company as described in Section 9.2), except to the extent that any Member agrees to accept distributions in kind of non-cash Company Assets, the non-cash assets of the Company shall be converted to cash or its equivalent and the Company's affairs shall be wound up with reasonable speed but with a view towards obtaining fair market value for such assets which are to be sold. Thereafter, the Company Assets remaining after payment of all liabilities of the Company (including, but not limited to, any amounts owed to any Member with respect to any loan made by such Member to the Company), and the establishment of such cash reserves for any contingent liabilities, or liabilities not liquidated as to amount, as are deemed reasonably necessary or appropriate by the Board or other Person liquidating the Company (provided that the balance of such reserves is distributed to the Members as soon as practicable and in accordance with this Section 5.6) and after all adjustments to the Members' Capital Accounts have been made, shall be distributed by the end of the Fiscal Year during which the liquidation of the Company occurs (or if later, within ninety (90) days after the date of such liquidation) to the Members in the following manner and order of priority:

(a) First, concurrently to and among those Members having Unreturned Capital to the extent of, and in proportion to, their relative Unreturned Capital until all such Members shall receive distributions pursuant to this Section 5.6(a), in an aggregate, equal to the aggregate of their Unreturned Capital; provided, if the amount available for such distribution pursuant to this Section 5.6(a) shall be insufficient to satisfy such Unreturned Capital in full, then such amount shall be distributed pro rata to and among the Members on the basis of their relative Unreturned Capital; and

(b) The balance, if any, concurrently to and among the Members in proportion to their respective Percentage Interests.

5.7 Distributions in Kind. If any Company Assets are to be distributed in kind rather than sold, such Company Assets shall be distributed on the basis of the fair market value thereof and any Member entitled to any interest in such Company assets pursuant to this Section 5.7 shall receive such interest therein as a tenant-in-common with all other Members so entitled. Unless otherwise agreed by all of the Members, the fair market value of such Company Assets shall be determined by an appraisal prepared by an appraiser approved by the Board and paid for by the Company.

5.8 Distribution in Cash Only. Except as provided in Section 9.3, no Member in its capacity as a Member shall have the right to demand or receive property other than cash from the Company for any reason whatsoever and no Member shall have the right to sue for partition of the Company or for the Company's assets.

5.9 Good Faith Distribution by Board. Upon the good faith determinations of the Board as to the amount of Available Cash and to distribute all or a portion of such Available Cash in accordance with this Section 5, the Board shall incur no liability on account of such distribution, even though such distribution may have resulted in the Company retaining insufficient funds for the operation of its business, which insufficiency resulted in loss to the Company or necessitated the borrowing of funds by the Company. Distributions made hereunder shall be made to the last Persons recognized as holders of Membership Interests as of the last day of the period preceding the date of distribution to which the distribution relates.

5.10 Amounts Withheld. The Company shall be entitled to withhold and pay over all amounts required to be withheld pursuant to the Code (including, without limitation, Code Sections 1441, 1442, 1443, 1445 and 1446) or pursuant to any provision of any federal, foreign, State or local tax or other law with respect to: (i) any payment or distribution to the Company; (ii) any payment or distribution to any Member; or (iii) any allocation of income, gain, loss or deduction of the Company to any Member. All amounts so withheld pursuant to the Code or any provision of any federal, foreign, State or local tax law with respect to any payment or distribution to the Company or to any Member, or with respect to any allocation to any Member of income, gain, loss or deduction of the Company, shall be treated as amounts distributed to the Member to which such distribution or allocation is attributable pursuant to this Section 5 for all purposes under this Agreement.

5.11 Setoff. The Company shall be entitled, in the sole discretion of the Board and with written notification of the taking of such action, to offset against or otherwise apply to any amounts otherwise payable to any Member hereunder (whether as distributions or otherwise) any amounts due, payable or owing (whether now or in the future) to the Company from such Member, or from any Affiliate of any such Member.

5.12 Nomenclature. For purposes of making allocations of Profits, Losses and Allocable Items and distributions pursuant to this Section 5, any reference to a Member shall include each Unit Holder that is not a Member, and any reference to a Member or Membership Interest in any defined term used in this Section 5 shall include each Unit Holder that is not a Member and the Units held by such Unit Holder to the extent (and only to the extent) necessary to make the allocations of Profits, Losses and Allocable Items and distributions pursuant to this Section 5.

SECTION 6
MANAGEMENT OF THE COMPANY

6.1 Board of Managers.

(a) The Company hereby establishes a Board of Managers (the "Board") consisting of five (5) Persons, each of whom shall be designated a "Manager" (with the meaning ascribed to such term in the Act). The Board and the manner of appointing the Manager(s) shall be continued by the Company and the Members in accordance with the terms set forth herein. The number of Persons comprising the Board may be increased or decreased (but not below one (1)) at any time or from time to time only upon obtaining the written approval of a Majority in Interest of the Members. The Manager(s) shall be appointed or elected to the Board as provided in Section 6.1(c) and, if applicable, Section 6.1(d). Management of this Company is vested exclusively in the Board and, except as provided in Section 6.5(b)(i) with respect to Board Exclusive Decisions, the Center

Manager. The names and addresses of the Manager(s) as of the Effective Date are as set forth in the attached Exhibit C, as the same may be updated and/or amended by the Board from time to time, when Managers are appointed in accordance with the terms set forth herein. All Managers other than the Managers appointed by PRO Oncology pursuant to Section 6.1 shall be required to sign Exhibit D acknowledging their receipt of a copy of this Agreement and confirming their acceptance of the terms set forth herein as a condition of their appointment as Manager, including compliance with the terms of Section 13 (Restrictive Covenants) and Section 15.24 (Beneficial Ownership Reporting).

(b) Effective as of the Effective Date, the following five (5) individuals are hereby appointed as the sole Managers comprising the Board: Christopher McAlpine (appointed by PRO Oncology), Michael Moehring (appointed by PRO Oncology), Matthew Graybill (appointed by PRO Oncology), David Diamond, MD (appointed by ROP), and Vikram Saini, JD (appointed by ROP). Each Manager shall hold office until such Manager's successor is appointed and qualified or until such Manager's earlier resignation or removal. The election or removal of any Manager shall be effected solely in accordance with the provisions of Section 6.1(c), Section 6.1(d) (if applicable), Section 6.1(e), and Section 6.1(f). Any Manager may resign at any time upon notice given in writing or by electronic transmission to each of the other Managers, or to all of the Members if there is no other Manager**.**

(c) Except as provided in this Section 6.1(c) and Section 6.1(f), each of PRO Oncology and ROP (in each case, an "Appointing Member"), for so long as such Appointing Member is a Member, shall have the right to appoint the following number of Managers: (i) PRO Oncology shall have the right to appoint three (3) Managers; and (ii) ROP shall have the right to appoint two (2) Managers. Except as provided in Section 6.1(e) and Section 6.1(f), each such Appointing Member shall have the right to remove and replace its appointed Managers (or, if applicable, the Managers that such Appointing Member would have had a right to appoint pursuant to this Section 6.1(c) had such Appointing Member been an Appointing Member at the time of such Manager's appointment) at any time and from time to time; provided, that such Appointing Member shall first provide written notice to the Board no fewer than three (3) business days prior to the proposed date of the intended action, setting forth its intention with regard to the taking of such action. No Member shall have the right to remove or replace any Manager appointed by another Appointing Member except as provided in Section 6.1(e) or Section 6.1(f). Except as provided in Section 6.1(f), in the event that a Manager appointed by an Appointing Member resigns, such resigning Manager's successor shall be appointed by the Appointing Member who appointed such resigning Manager (or, if applicable, by the Appointing Member who would have the right to appoint such Manager pursuant to this Section 6.1(c) had such Appointing Member been an Appointing Member at the time of such Manager's appointment). In the event that an Appointing Member Transfers a majority of its Units to a Person in accordance with Section 8.1(d), upon such Person being admitted as a Substituted Member in accordance with Section 8.1(g), such Transferring Appointing Member (in each case, a "Former Appointing Member") shall cease to be an Appointing Member, such Person shall become an Appointing Member (a "Successor Appointing Member"), and except as provided in Section 6.1(e) or Section 6.1(f), the Manager(s) appointed by the Former Appointing Member may be removed and replaced by such Successor Appointing Member in accordance with this Section 6.1(c); provided, however, that if an Appointing Member Transfers a majority of the Units held by such Appointing Member to more than one other Person but none of such other Persons holds a majority of the Units held by such Appointing Member immediately prior to consummation of such Transfer, then such Appointing Member shall cease to be an Appointing Member (and become a Former Appointing

Member), none of such other Persons shall be a Successor Appointing Member, and pursuant to Section 6.1(d), any Manager appointed by such Transferring Appointing Member shall become subject to appointment, removal and replacement by a Majority in Interest of the Appointing Members pursuant to Section 6.1(d). In the event that a Transfer of Units by a Former Appointing Member results in there being no Successor Appointing Member with respect to such Former Appointing Member, then the Appointing Member status attributable to the Units held by such Former Appointing Member shall permanently lapse, and any Manager appointed, or subject to appointment, by such Former Appointing Member shall be appointed pursuant to Section 6.1(d).

(d) A Majority in Interest of the Appointing Members shall have the right to appoint each Manager (if any) other than the Manager(s) appointed pursuant to Section 6.1(c). Unless and until a Majority in Interest of the Appointing Members obtains the right to appoint one or more Managers pursuant to Section 6.1(c) or Section 6.1(f) or because the number of Managers has been increased to a number greater than five (5) pursuant to Section 6.1(a), a Majority in Interest of the Appointing Members shall not have the right to appoint any Manager pursuant to this Section 6.1(d). A Majority in Interest of the Appointing Members shall have the right to remove and replace each Manager appointed pursuant to this Section 6.1(d) at any time and from time to time; provided, that a Majority in Interest of the Appointing Members shall first provide written notice to the other Managers (unless there are no other Managers) no fewer than three (3) business days prior to the proposed date of the intended action, setting forth its intention with regard to the taking of such action. In the event that a Manager appointed pursuant to this Section 6.1(d) resigns, such resigning Manager's successor shall be appointed by a Majority in Interest of the Appointing Members.

(e) Notwithstanding any provision to the contrary in Section 6.1(c), a Manager appointed by an Appointing Member may be removed from his or her position as a Manager of the Company for "Good Reason" upon the determination thereof and approval by: (i) the other Managers, acting unanimously, and (ii) those Appointing Members, excluding the Appointing Member that appointed such Manager, holding more than fifty percent (50%) of the Percentage Interests held by such Appointing Members (a "Majority in Interest of the Other Appointing Members"). Except as provided in Section 6.1(f), the Appointing Member who appointed such removed Manager pursuant to Section 6.1(c) (or the Successor Appointing Member to such Appointing Member) shall have the right to appoint such removed Manager's replacement pursuant to Section 6.1(c); provided, however, that the replacement Manager cannot be the same Person as the removed Manager. For purposes of this Section 6.1(e), "Good Reason" shall mean: (I) conviction of such Manager by a court of law having jurisdiction over such Manager for (or the plea of nolo contendre by such Manager to a charge of) (A) fraud, misappropriation, or embezzlement having a material, negative affect on the business of the Company, or any of its Affiliates, (B) any felony resulting in the incarceration of such Manager for a period in excess of one (1) year, or (C) any violation of a federal or state health care law or regulation that is applicable to the Company; or (II) such Manager's violation of or failure to comply with (A) any material federal or state law, regulation, or rule applicable to the Company's business, including (without limitation) any material regulation or rule governing or promulgated by the U.S. Securities and Exchange Commission or any state securities commission or agency, or (B) any federal or state health care law applicable to the Company, as determined in the good faith determination of (x) the other Managers, acting unanimously, and (y) a Majority in Interest of the Other Appointing Members.

(f) In the event that an Appointing Member's Membership Interest is converted into a nonvoting Company Interest pursuant to the terms of this Agreement (including, without limitation, pursuant to Section 8.1(f) or Section 8.11(c)), except as provided in Section 8.11(c), such Member shall no longer be an Appointing Member and shall no longer be entitled to appoint, elect, remove or replace any Manager as set forth in Section 6.1(c), the Manager appointed by such Appointing Member (or, if applicable, its predecessor Former Appointing Member) shall be automatically and immediately, without any action required of such Appointing Member, any other Member, any Manager, the Board or the Company, be deemed to have been removed by such Appointing Member, and any Manager appointed by such Appointing Member shall become subject to appointment, removal and replacement by a Majority in Interest of the Appointing Members pursuant to Section 6.1(d).

(g) The Company shall take any and all acts or actions set forth in any resolution or action that is duly authorized by and within the scope of authority of the Board as set forth herein or otherwise pursuant to the Act (but only to the extent the Act does not conflict with the procedures set forth herein). Any resolution or action within the scope of the Board's authority as contemplated by this Agreement that is adopted, approved, voted on, or otherwise consented to by a majority of the Managers at a duly called meeting of the Board at which a quorum is present shall constitute a resolution or action duly authorized by the Board. A quorum for a meeting of the Board shall consist of the presence of a majority of the Managers then comprising the Board.

(h) Notwithstanding anything to the contrary contained herein, and despite the fact that no notice has been given, meeting has taken place or no vote has been taken, any resolution or action shall be considered duly adopted and authorized by the Board if a consent or consents in writing, setting forth the resolution so adopted or the action so taken, shall be signed by all of the Managers.

6.2 Meetings of the Board.

(a) Meetings of the Board are public meetings open to the public at all times, and no resolution, rule, or formal action shall be considered binding except as taken or made at such meeting. Regular meetings of the Board shall be held no fewer than two (2) times per calendar year at times and places specified by the Board (acting by a majority of the Managers) by written notice to the Managers at least seven (7) calendar days prior to the date of such meeting. Any Manager may call a special meeting of the Board by providing the Managers with written notice of such meeting at least twenty-four (24) hours prior to the meeting. Such notice shall state the date, time, place, and purpose or purposes of the meeting, with such purpose or purposes to be set forth with reasonable particularity. The business transacted at a special meeting of the Managers shall be limited to the purpose(s) stated in the notice of the meeting unless otherwise approved by the other Managers.

(b) Notice of any meeting shall be (i) prominently displayed in the area in which the meetings will be held, (ii) published in a newspaper of general circulation in Brevard County, and (iii) delivered in person, by U.S. mail, by an internationally recognized overnight courier service (such as Federal Express or DHL), by facsimile transmission, or means of other authorized electronic transmission (such as Internet email). If delivered in person, notice is deemed given when it is delivered to the recipient Manager. If mailed, notice is deemed given two (2) Business Days after the date on which such notice is deposited in the United States mail, postage prepaid, addressed to the recipient Manager at such Manager's address as it appears on the records of the Company. If

delivered by overnight courier, notice is given one (1) Business Day after the date on which such notice is deposited with such courier, delivery costs prepaid, addressed to the recipient Manager at such Manager's address as it appears on the records of the Company. If delivered by facsimile transmission, notice is given upon the sender's receipt of confirmation of delivery as issued by the sender's transmission device, reflecting delivery to the recipient Manager's facsimile number as it appears on the records of the Company (to the extent such number has been provided to the Company by such Manager). Delivery by other means of electronic transmission shall be permitted only to the extent the recipient Manager has previously authorized the Company to issue notices to him by such means. In such event, notice is given upon such transmission by sender to such electronic address for the Manager as it appears on the records of the Company as having been provided to the Company by such Manager.

(c) Each meeting of the Board will be held at the Company's principal place of business unless otherwise approved by the Board. Any meeting of the Board may be adjourned from time to time to another date and time and, subject to the first sentence of this Section 6.2(c), to another place. If at the time of adjournment the Board announces the date, time, and place at which the meeting will be reconvened, and such information will be prominently displayed on the Company's website.

(d) A Manager may waive notice of the date, time, place and purpose or purposes of a meeting of the Board. A waiver may be made before, at, or after the meeting, and may be made either in writing or orally (provided, that any oral waiver shall be reflected in the minutes of the meeting). In addition, attendance by a Manager at a Board meeting shall constitute a waiver of notice of such meeting, unless the Manager objects at the beginning of such meeting to the transaction of business at such meeting because it had not been properly called or convened, or the Manager may object with respect to an item of business called at a meeting if he or she objects prior to a vote on such item of business, but only to the extent that such Manager had not received proper prior notice of such item of business. In the event of any such objection, the meeting shall not continue or such item shall not be discussed, as appropriate until such meeting shall be duly called or the purpose of such meeting be properly disclosed to the Managers.

(e) The Board shall cause to be kept a book of minutes of all of its meetings in which there shall be recorded the time and place of such meeting, whether regular or special, and if special, by whom such meeting was called, the notice, if any, thereof given, the names of those present, and the proceedings thereof. Copies of any resolutions or actions taken by written consent in lieu of a meeting shall also be filed in such minute book.

(f) Managers may not participate in a meeting of the Board by proxy.

(g) No Manager, solely in its, his or her capacity as such, will be entitled to any compensation for managing the Company or its business and affairs. However, the Company shall pay or reimburse each Manager for all ordinary and necessary costs and expenses incurred by such Manager in the course of managing the business and affairs of the Company.

6.3 Powers of the Board.

(a) In addition to the powers granted to the Board pursuant to other provisions of this Agreement, the Board, and the Center Manager to the extent set forth in Section 6.6, shall have

the exclusive right and power to manage the business and the affairs of the Company with all powers necessary, advisable, or convenient to manage, control, administer and operate the business and affairs of the Company for purposes herein stated, to make all decisions affecting such business and affairs, and to do all things that are necessary or desirable in the conduct of the business and affairs of the Company.

(b) Except as provided in the last sentence of this Section 6.3(b), the Board shall have the sole authority to approve each of the Board Exclusive Decisions (as such term is defined in Section 6.5(b)(i)). Subject to the immediately preceding sentence, the right, power and authority to oversee, manage and conduct the day-to-day operations of the Company is granted to and vested in the Center Manager pursuant to, and in accordance with, the Management Services Agreement, which right, power and authority the Center Manager possesses and may exercise acting unilaterally and without requiring any action by the Board. The Board may further delegate to the Center Manager such additional duties and responsibilities as the Board may from time to time consider desirable, and the Center Manager shall, subject to any restraints or limitations imposed by the Board, exercise any and all such authority granted to it.

(c) Recognizing that certain of the following powers are unilaterally exercisable by the Center Manager pursuant to the day-to-day management authority granted to it pursuant to Section 6.3(b), and therefore subject to such grant of authority, the rights and powers of the Board shall include, without limitation, for Company purposes, the powers to:

(i) Appoint or remove any Board Appointed Officer;

(ii) Enter into the Management Services Agreement, any Equipment Lease Agreement, and the Real Property Lease Agreement;

(iii) Employ, retain or otherwise secure or enter into contracts with Members, Affiliates of Members, consultants, agents or firms to assist in the business of the Company, all on such terms for such consideration as the Board deems advisable, such consideration to be a normal operating expense;

(iv) Pay all operating costs and expenses associated with the ownership of Company Assets including without limitation, insurance, ad valorem taxes, maintenance costs, accounting and legal fees, and principal and interest due on any indebtedness encumbering Company Assets;

(v) Acquire, contract to acquire or enter into an option to acquire, sell, exchange, or convey title to, and to license, contract to sell or grant an option for the sale of any or all Company Assets, including, without limitation, the Company's ownership interests in any other Person, and any mortgage or leasehold interest or other property that may be acquired by the Company upon a transfer of the Company Assets;

(vi) Exercise any voting or other rights associated with any shares or interests in other entities which are owned and/or held by the Company;

(vii) Make any contract or guarantee, incur any liability, borrow any money, obtain any loan, form of credit or other financing, issue any notes, bonds or other obligations or pledge any Company Assets as security for any obligation;

(viii) Enter into joint venture agreements, trust agreements or other fiduciary agreements or arrangements for the purpose of holding legal or equitable title to the Company Assets and to lease all or any portion of any real property owned by the Company without limit as to the term thereof, whether or not such term (including renewal terms) will extend beyond the date of termination of the Company, and whether any property so leased is to be occupied by the lessee or, in turn, subleased in whole or in part to others;

(ix) Acquire and enter into any contract of insurance that the Board deems necessary and proper for the protection of the Company or its Affiliates, for the conservation of its assets, or for any purpose beneficial to the Company;

(x) Invest in short term government obligations, certificates of deposit or tax exempt obligations such funds of the Company as are temporarily not required in its opinion for use in conducting the business of the Company;

(xi) Admit new or additional Members, redeem and issue Membership Interests and additional Units, and cancel and/or otherwise evidence the forfeiture of any Membership Interests that may be forfeited pursuant to the terms of any applicable agreement, and, as provided in Section 3.1(c), make and implement corresponding amendments to Exhibit A and this Agreement in connection therewith;

(xii) Execute any guaranty, accommodation or endorsement reasonably incident to the conduct of the business of the Company;

(xiii) Open and maintain bank accounts for the deposit of Company funds, with withdrawals to be made upon such signature or signatures as the Board may designate;

(xiv) Appoint, designate or terminate the Company's accountant, attorneys, depository and lending institutions;

(xv) Enter into any material agreement or arrangement with a new insurance carrier or terminate or materially change or otherwise modify a material agreement or arrangement with an existing insurance carrier;

(xvi) Adopt or modify overall financial, tax and accounting policies for the Company;

(xvii) Form subsidiary entities of the Company;

(xviii) Prepare and file any statement of authority, or amendment or cancellation of any filed statement of authority, as set forth in Section 605.0302 of the Act (a "Statement of Authority"), but only to the extent that the Board reasonably

determines that such Statement of Authority, or amendment or cancellation thereof, is consistent with this Agreement or with any written direction given by a Majority in Interest of the Members; and

(xvix) Execute, acknowledge and deliver any and all instruments, documents, or agreements to effectuate the foregoing.

If at any time there is more than one Manager, each of the Managers agrees that he or she will not perform any act at any time to bind the Company unless he or she first shall have obtained the prior consent of the Board, and if required pursuant to any provision of this Agreement, the written consent of a Majority in Interest of the Members, and the Company shall not be bound by any such act of any Manager unless that prior consent shall have been obtained.

6.4 Dealing with Company by a Member or Manager.

(a) The fact that any Member or Manager is directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service or from or to which or whom the Company may buy or sell merchandise, services, materials or other property, shall not prohibit the Board, on behalf of the Company, from employing such person, firm or corporation or from otherwise dealing with them. Each Member consents to the payment of fees, remuneration, or other payments paid pursuant to contracts authorized by this Section, including, without limitation, contracts for services rendered by any Member or Manager and/or his or her Affiliates on behalf of the Company; provided, that such fees, remuneration, or other payments shall equal an amount that would generally be paid on an arms' length basis to a third party for comparable services.

(b) Nothing contained in Section 6.4(a) shall restrict the right of a Manager or any other Person to receive the income or distributions to which he would otherwise be entitled to hereunder as a Member and in such capacity.

6.5 Board Appointed Officers.

(a) The Company shall have a President, Secretary and Treasurer and such other Board Appointed Officers as may be designated by the Board pursuant to Section 6.3(b) from time to time, who shall act as agents of the Company. Each such officer shall have those powers as are customarily exercised by comparably designated officers of a Florida corporation, as such powers may be expanded and/or limited by the Board from time to time, and who shall have the power, in such capacity, to bind the Company through the exercise of such powers, to the extent consistent with the terms of this Agreement. The Board appointed the following individuals as the Board Appointed Officers of the Company as of the Formation Date, each of whom holds the office adjacent to his name, below, as of the Effective Date and shall, unless and until removed from office by the Board, act as an agent of the Company:

President:	Christopher McAlpine
Treasurer:	Michael Moehring
Secretary:	Vikram Saini

(b) Execution of Documents.

(i) Notwithstanding anything to the contrary in this Agreement (including, without limitation, Section 6.5(b)(ii)), unless otherwise approved by the Board, each of the decisions described in the attached Exhibit E (the "Board Exclusive Decisions") shall in any event require the prior approval of the Board, and neither any Board Appointed Officer nor the Center Manager shall have the power or authority to effect any Board Exclusive Decision without the prior approval of the Board.

(ii) Except to the extent of any conflict with a Statement of Authority filed by the Company, any deed, deed of trust, bill of sale, lease agreement, security agreement, financing statement, contract of sale or other contract or instrument purporting to bind the Company or to convey or encumber any Company Assets, may be signed by any Board Appointed Officer, or such other representative (including a Manager) as the Board may designate, after obtaining any approval required by this Agreement, and no other signature shall be required.

(iii) Except to the extent of any conflict with a Statement of Authority filed by the Company, any Person dealing with the Company shall be entitled to rely on a certificate of any Board Appointed Officer not named in the certificate as conclusive evidence of the incumbency of any such other Board Appointed Officer or other representative and his or her authority to take action on behalf of the Company, and shall be entitled to rely on a copy of any resolution or other action taken by the Board and certified by any Board Appointed Officer not named in the resolution as conclusive evidence of such action and of the authority of the other Board Appointed Officer or other representative referred to in such resolution to bind the Company to the extent set forth therein.

6.6 Powers of Center Manager. Except as provided in Section 6.5(b)(i) with respect to Board Exclusive Decisions, the right, power and authority to oversee, manage and conduct the day-to-day operations and activities of the Company shall be vested in the Center Manager pursuant to and subject to the terms and conditions set forth in the Management Services Agreement.

6.7 Limitation of Liability of Managers and Board Appointed Officers. No Manager, Board Appointed Officer, or other Company representative, (collectively, "Fiduciary") shall be liable, responsible or accountable in damages or otherwise to the Company or to any Member, or to any successor, assignee or transferee of the Company or of any Member, for any losses, claims, damages or liabilities arising from (a) any act performed, or the omission to perform any act, within the scope of authority conferred or reasonably believed to be conferred on the Fiduciary by this Agreement, except by reason of acts or omissions of the Fiduciary found by a court of competent jurisdiction upon entry of a final judgment to be due to bad faith, fraud, willful misconduct or a knowing violation of the criminal law; (b) the performance by the Fiduciary, or the omission to perform, any acts on advice of legal counsel, accountants or other professional consultants to the Company; (c) the negligence, dishonesty or bad faith of any consultant, employee or agent of the Company selected or engaged by the Fiduciary in good faith; (d) the disallowance or adjustment by taxing authorities of any deductions or credits in the Company's or a Member's income tax returns; or (e) distributions to the Members in accordance with the terms of this Agreement. Any amendment, modification or repeal of this Section 6.7 or any provision hereof shall be prospective only and shall not in any way affect the liability of any Fiduciary under this Agreement as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior

to such amendment, modification or repeal, regardless of when such claims may arise or be asserted, unless otherwise expressly agreed in writing to be amended, modified or repealed by such Indemnified Party.

Neither a Fiduciary nor any of its, his or her agents shall be liable to the Members for any actions taken by or on behalf of the Fiduciary, including the execution of a settlement agreement with the Internal Revenue Service so long as the Fiduciary, or any of its, his or her agents, acts in good faith in representing the interest of the Company and/or the Members.

6.8 Duties of Managers. No Manager will have any fiduciary duties to the Company or any of the Members other than the fiduciary duties of loyalty and care as set forth in this Section 6.8. The duty of loyalty of each Manager is limited to the following: (i) accounting to the Company and holding as trustee for it any property, profit, or benefit derived by such Manager in the conduct or winding up of the Company's activities and affairs or from the use such Manager of Company Property, and (ii) refraining from dealing with the Company in the conduct or winding up of the Company's activities and affairs as, or on behalf of, a Person having an interest adverse to the Company, except to the extent that a transaction satisfies the requirements of Section 605.04092 of the Act. The duty of care of any Manager is limited to not engaging in willful or intentional misconduct or a knowing violation of the law.

SECTION 7
RIGHTS AND OBLIGATIONS OF THE MEMBERS

7.1 Liability of Members. Except as provided in the Act, none of the Members shall have any personal liability with respect to the liabilities or the obligations of the Company.

7.2 Management of Business. The Members, as such, shall not take part in the management of the business of the Company, transact any business for the Company or have the power to sign for or bind the Company to any agreement or document, said powers being vested solely and exclusively in the Board, the Board Appointed Officers, and the Center Manager.

7.3 Duty to Account for Profits. Each Member shall account to the Company with respect to any profit derived by it, him or her without the consent of the Board or the Members from any transaction connected with the formation, conduct or liquidation of the Company or from any use of Company Assets.

7.4 Rights of Members. Each Member shall be entitled to:

(a) Solely with respect to those Members who are Appointing Members, appoint and remove the Managers to the extent provided in Section 6.1;

(b) The rights specified in the Act;

(c) All rights and powers of Members as are set forth elsewhere in this Agreement;

(d) Be indemnified in respect to payments made and personal liabilities reasonably incurred by him for the preservation of the Company business or property;

(e) Vote its Membership Interest as to any amendments to this Agreement as provided in Section 15.2, and vote on any other matter that the Board may put to a vote of the Members; and

(f) Have the Company books kept at the offices of the Company, and at all reasonable times to have access to and the right to inspect and copy any of them as such Member may be entitled under the Act as further described in Section 11.2.

7.5 Member Meetings.

(a) Regular meetings of the Members shall be held at times and places specified by a Majority in Interest of the Members without notice of the date, time, place or purpose of the meeting being required. In the event that any matter otherwise requires the approval of the Members under the terms of this Agreement or the Act, then any Member may call a special meeting of such Members by providing the other Members with written notice of such meeting at least two (2) Business Days prior to the date of the meeting. Such notice shall state the date, time, place and purpose or purposes of the meeting. The business transacted at a special meeting of the Members shall be limited to the purpose(s) stated in the notice of the meeting unless otherwise approved by a Majority in Interest of the Members.

(b) Each meeting of the Members will be held at the Company's principal place of business unless otherwise approved by a Majority in Interest of the Members. Unless otherwise approved by a Majority in Interest of the Members, the Member who called the meeting shall act as chairman of such meeting. Any meeting of the Members may be adjourned from time to time to another date and time and, subject to the first sentence of this Section 7.5(b), to another place. If at the time of adjournment the person chairing the meeting announces the date, time, and place at which the meeting will be reconvened, it is not necessary to give any further notice of the reconvening.

(c) A Member may waive notice of the date, time, place and purpose or purposes of a meeting of the Members. A waiver may be made before, at, or after the meeting, in writing, orally, or by attendance. Attendance by a Member at a meeting is a waiver of notice of that meeting, unless the Member objects at the beginning of the meeting to the transaction of business because the meeting is not properly called or convened, or objects before a vote on an item of business because the item may not properly be considered at that meeting and does not participate in the consideration of the item at that meeting.

(d) A Majority in Interest of the Members shall constitute a quorum at a meeting of the Members. If a quorum is present, the affirmative vote of a Majority in Interest of the Members shall be the act of the Members unless a greater affirmative vote is expressly required by the Articles, this Agreement or by applicable law.

(e) The Board shall cause to be kept a book of minutes of all Member meetings in which there shall be recorded the time and place of such meeting, whether regular or special, and if special, by whom such meeting was called, the notice, if any, thereof given, the names of those present, and the proceedings thereof. Copies of any consents in writing shall also be filed in such minute book.

(f) Members may participate in a Member meeting by means of conference telephone call or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and such participation shall constitute presence in person at such meeting.

(g) The Members may take any action without a meeting that could be taken at a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by Members that are necessary to authorize or take such action. Promptly after obtaining such authorization by written consent, written notice of the action taken shall be given to those Members entitled to vote and whom have not consented in writing. The notice shall fairly summarize the material features of the authorized action. Failure to provide the notice shall not invalidate the written consent.

(h) No Member will be entitled to any compensation for performing any services for the Company in his, her or its capacity as a Member. However, the Company shall pay or reimburse each Member for all ordinary and necessary costs and expenses incurred by such Member in that regard.

7.6 Waiver of Appraisal Rights. Notwithstanding anything to the contrary set forth in this Agreement concerning a Member's right to vote such Member's Membership Interest, and in accordance with Section 605.1006(2) of the Act, each Member hereby acknowledges and agrees that the appraisal rights to which such Member would otherwise be entitled pursuant to the Act have been, and are hereby, expressly waived by such Member, such that the Company has eliminated the appraisal rights otherwise described in Section 605.1006 of the Act. Each Member's execution of this Agreement (or subsequent Joinder to, or acknowledgment of being bound hereby) constitutes such Member's express and knowing authorization and approval of the fact that the appraisal rights set forth in Section 605.1006 of the Act shall be, and hereby are, eliminated.

7.7 Other Business. Subject only to the express restrictions set forth in this Agreement, including those set forth in Section 13 below, each Member may engage in whatever activities they choose (including without limitation, establishing or participating in businesses similar to the Company's business contemplated by this Agreement), whether the same are competitive with the Company or otherwise, without having or incurring any obligation to offer any interest in such activities to the Company or any other Member. Except as provided in Section 13, neither this Agreement nor any activity undertaken pursuant hereto shall prevent any Member from engaging in such activities, or require any Member to permit the Company or any Member to participate in any such activity, and as a material part of the consideration for the execution of this Agreement by each Member and the admission of each new Member, each Member hereby waives, relinquishes, and renounces any such right or claim of participation in any such activity and/or the right to receive any notice of or information with respect to the conduct of any such activity. No Member, as such, shall be required to devote his, her or its entire time or attention to the business of the Company or, in any event, more time or attention than shall be reasonably required to carry out his, her or its obligations under this Agreement.

SECTION 8
TRANSFER OF MEMBERSHIP INTERESTS

8.1 Transfer of Membership Interests.

(a) For purposes hereof, "Transfer" means the sale, exchange, pledge, encumbrance or other transfer or disposition by a Member of any part of his, her or its Membership Interest or Units, whether for a valuable consideration or as a gift, and whether voluntarily, involuntarily or by operation of law.

(b) For purposes of Section 8.1(d), a Member shall be deemed to have Transferred its Membership Interest or Units, as applicable, in the event that there is any assignment or other conveyance of any actual or beneficial ownership interest in such Member (whether for valuable consideration or as a gift, issuance of ownership interests, merger, consolidation, or otherwise, and whether voluntarily, involuntarily or by operation of law) that causes a Loss of Control (defined herein) of such Member. A "Loss of Control" of a Member shall occur or be deemed to occur at such time and in the event that the owners or beneficiaries of such Member as of the date such Member is first admitted as a Member of the Company (or, if a subsequent Transfer caused by a Loss of Control is approved as set forth in Section 8.1(d), as of the date of such Transfer) collectively (I) own, directly and indirectly, less than 51% of the outstanding ownership or beneficiary interests in the Member, or (II) cease, directly or indirectly, to have the ability to vote or otherwise appoint a majority of the members of Member's Board of Directors, trustees, or other governing body. In the event that any one or more transactions are implemented that will cause a Loss of Control of a Member, such Member shall give written notice of the occurrence of such Loss of Control to the Board within fifteen (15) days following the date on which such Loss of Control occurred.

(c) Membership Interests and Units are Transferable only on the books of the Company.

(d) Except as otherwise specifically set forth in this Agreement (including, without limitation, as set forth in Section 8.1(e), Section 8.6, Section 8.7, and Section 14), and subject to Section 8.1(f), no Member may Transfer all or any part of his, her or its Membership Interest or Units (or any right or component therein or thereof) to any Person, whether voluntarily, involuntarily or by operation of law, without the prior written approval of the Board, which approval may be withheld in the sole and absolute discretion of the Board.

(e) Notwithstanding the foregoing, and subject to the other provisions of this Agreement, a Member (but not a Unit Holder) may Transfer all or any part of such Member's Membership Interest and Units representing such Membership Interest to a Permitted Transferee (as defined herein), provided, that such Member first provides written notice of such Transfer (a "Permitted Transfer") to the Board. For purposes of this Agreement a "Permitted Transferee" shall mean any partnership, corporation, limited liability company, trust, estate, or other entity of which the Transferring Member directly holds one hundred percent (100%) of the issued and outstanding equity interests. As a condition of any Permitted Transfer permitted under this section, the Permitted Transferee to whom the Membership Interest and Units representing such Membership Interest will be transferred shall, prior to receipt of said Membership Interest and Units, execute a Joinder, or otherwise agree in writing, expressly for the benefit of the other parties to this Agreement, that said

Membership Interest and Units, and any other Membership Interest and Units thereafter acquired by such Permitted Transferee, shall be held subject to all the terms and conditions of this Agreement.

(f) Any actual, purported or attempted Transfer by any Member of all or any part of his, her or its Membership Interest or Units which does not comply with the provisions of this Agreement shall be void and of no effect. Further, unless otherwise approved in writing by the Board, upon any actual, purported or attempted Transfer by a Member of all or any part of his, her or its Membership Interest (including, without limitation, any Units associated therewith) that does not comply with the provisions of this Agreement and that is not cured within ten (10) days after written notice of such impermissible Transfer is provided to such Member by the Board or any Manager, (i) the holder of such Membership Interest and Unit(s) shall not have the right to thereafter vote such Membership Interest or Unit(s) on any matter brought before the Members; and (ii) if the holder of such Membership Interest and Unit(s) is otherwise an Appointing Member, (A) such holder shall no longer be an Appointing Member and shall no longer have any right to appoint or remove any Manager pursuant to Section 6.1(c), Section 6.1(d), Section 6.1(e) or Section 6.1(f), (B) notwithstanding anything in this Agreement to the contrary, each Manager appointed by, or subject to appointment by, such holder pursuant to Section 6.1(c) (if any) shall automatically be removed, without any further action being required by such holder, any other Member, any Manager, the Board or the Company, and (C) any Manager appointed by such holder shall become subject to appointment, removal and replacement by a Majority in Interest of the Appointing Members pursuant to Section 6.1(d) and Section 6.1(f). Each Member shall give written notice to the Board of any Transfer that does not comply with the provisions of this Agreement by the informing Member or any Person who has any direct or indirect interest in such Member within fifteen (15) days following the date of such Transfer.

(g) Any Person, not then a Member, to whom a Membership Interest or Unit is Transferred in accordance with the provisions of Section 8.1 shall agree in writing to be subject to the terms of this Agreement and shall, thereupon, become a substituted Member ("Substituted Member") hereunder, unless the approval of the Board to the Transfer, if required pursuant to this Agreement, is conditioned on the transferee of such Membership Interest or Unit not being admitted as a Substituted Member. A Substituted Member has, to the extent assigned, the rights and powers and is subject to the restrictions and liabilities, of a Member under this Agreement and the Act. A Substituted Member also is liable for the obligations of its assignor to make and return contributions as provided in the Act, and for certain other liabilities of the assignor as provided in the Act. If an assignee of a Membership Interest or Unit becomes a Substituted Member, the assignor is not released from his, her or its liability to the Company to the extent provided in the Act. The Substituted Member shall pay all reasonable expenses in connection with its admission to the Company, including, but not limited to, legal fees and other costs of preparing any amendment to this Agreement deemed necessary or desirable by the Company. If any Membership Interest or Unit is Transferred other than in accordance with the provisions of Section 8.1 or the transferee is not admitted as a Substituted Member (e.g., in the event the approval of the Board to a Transfer, if required pursuant to this Agreement, is conditioned on the transferee of such Membership Interest or Unit not being admitted as a Substituted Member), then (i) such transferee shall be an Assignee; (ii) such transferee will have the sole right to receive such distribution or distributions, and to receive such allocations of Allocable Items, to which the transferor was entitled, to the extent assigned to the transferee, and will not have any of the rights, power or authority of a Member hereunder or under the Act (including, without limitation, any voting rights), and (iii) except as provided in the Act, the transferor of such

Membership Interest or Unit, as applicable, shall thereafter be considered to have no further rights or interest in the Company with respect to the transferred Membership Interest or Unit, as applicable, but shall remain subject to any obligations under this Agreement and the Act with respect to such Membership Interest or Unit, as applicable.

(h) Any Person who receives a Unit or a Membership Interest as a consequence of a Transfer that is permitted or otherwise authorized pursuant to the terms of this Agreement shall only receive a Transferable Interest unless such Person joins in this Agreement with respect to such Membership Interest and is admitted to the Company as a Substituted Member as provided in Section 8.1(g). Upon such Person being admitted as a Substituted Member, the transferring Member shall then and thereafter have no further rights relative to the Transferred Units and/or Membership Interest.

(i) If a Member becomes bankrupt, dissolved, dies or becomes incompetent, the trustee, receiver, representative, or creditors committee of such Member or his or her estate shall succeed to all of the rights of such Member for the sole purpose of settling the business of such Member; provided, however, that if such an assignment and substitution is approved by the Board, such trustee, receiver, representative or creditors committee or an assignee thereof may become a Substituted Member in accordance with Section 8.1(g).

(j) Subject to the provisions of this Agreement and the Act, the dissolution, death, withdrawal, insanity, Bankruptcy, or substitution of any Member shall not interrupt the continuity of or cause the termination or dissolution of the Company.

8.2 Admission of Additional Members. Except as otherwise provided in this Agreement, upon the approval of the Board, one or more additional Members may from time to time be admitted to the Company as additional Members upon making such contributions to the capital of the Company (if any) in exchange for such Membership Interest(s) and Unit(s) as may be approved by the Board. In the event that any Person is admitted to the Company as a new Member in accordance with the terms of this Agreement, this Agreement and its exhibits shall be amended to the extent necessary or appropriate. In the event the admission of a new Member results in the dilution of the Percentage Interests of the existing Members, such dilution shall be borne by the existing Members in proportion to their respective Percentage Interests immediately prior to the admission of such new Member.

8.3 Dissociation.

(a) Notwithstanding anything to the contrary in the Act, except as a result of a Transfer permitted hereunder, no Member shall have the right to dissociate from the Company by voluntarily withdrawing from the Company as set forth in Section 605.0602(1) of the Act, unless such withdrawal is approved in writing by the Board (which approval or consent may be given or withheld in the sole discretion of the Board), and any attempt to voluntarily withdraw from the Company as set forth in Section 605.0602(1) of the Act without such approval shall be void and of no effect.

(b) Except as provided in Section 8.3(a), a Member shall be dissociated from the Company (i) as provided in the Act; and (ii) in the event that the Member Transfers any part of its, his or her Membership Interest and/or Unit(s) other than in accordance with the terms of this Agreement, and such impermissible Transfer is not cured within ten (10) days after written notice of such impermissible Transfer is provided to such Member by the Board or any Manager. The events causing dissociation of a Member may change from time to time due to changes in the Act. The effect

of a Member's dissociation is as provided in the Act except to the extent modified by this Agreement. The dissociation of a Member from the Company does not cause the dissolution of the Company except as provided in the Act (except as it may be modified by this Agreement).

(c) If a Member (the "Dissociated Member") is dissociated from the Company, and such dissociation, if required to be approved by the Board, is not approved in writing by the Board (which approval or consent may be given or withheld in the sole discretion of the Board), then such dissociation shall be considered "wrongful" within the meaning of the Act, in which event, such Dissociated Member shall then be considered a "Withdrawing Member" and such act of dissociation shall constitute an "Involuntary Transfer" (as defined in Section 8.6 below) by reason of the event that resulted in such dissociation, giving rise to the Purchase Right of the Company described therein. Pursuant to the Act, a Member that wrongfully dissociates as a Member is liable to the Company and, subject to Section 605.0801 of the Act, to the other Members for damages caused by the dissociation, and such liability is in addition to each debt, obligation, or other liability of the Member to the Company or the other Members.

8.4 General Conditions on Disposition.

(a) All reasonable costs and expenses incurred by the Company in connection with any disposition of any Membership Interest or Unit(s) pursuant to this Section 8 and/or in connection with another Person becoming an Assignee or Substituted Member of the Company in respect of such Membership Interest or Unit(s) including any filing, recording, and publishing costs and the fees and disbursements of counsel shall be paid by and be the responsibility of the Member disposing of such Membership Interest or Unit(s).

(b) If the Membership Interest or any Unit of a Member is effectively Transferred pursuant to this Section 8, the transferring Member shall be apportioned that portion of the Profits, Losses and Allocable Items apportionable to such Membership Interest or Unit as determined by the Board as provided in Section 5. The successor of such Member shall be allocated the remainder of the Profits, Losses and Allocable Items allocable to the Membership Interest or Unit Transferred. An Assignee, or Substituted Member, of a Member's Membership Interest or Unit(s), shall be entitled to receive distributions from the Company with respect to such Membership Interest only after the effective date of such assignment.

8.5 Limitation Upon Transfer of Membership Interests. All Membership Interests and Units shall be nontransferable and nonassignable unless the registration provisions of the Securities Act of 1933, as amended (the "1933 Act") have been complied with through registration, or an exemption therefrom, and unless made in compliance with the registration provisions of the securities laws of the states where interests are offered or sold, or exemptions therefrom. Any Transfer of Membership Interests or Units in contravention of these restrictions shall be void and of no effect. In addition to the required consents to any Transfer, as a condition to the approval of the Board with regard to any Transfer, if required pursuant to this Agreement, the Board may require that the Member desiring to make the Transfer provide to the Company an opinion of counsel, in form and substance reasonably acceptable, that the proposed Transfer does not result in a violation of the 1933 Act or any applicable state securities laws. The attorneys' fees and costs for such opinion and the attorneys' fees and costs incurred by the Company in connection with any such Transfer shall be paid by the Member who is Transferring all or part of his Membership Interest or Unit(s). Each Member agrees to accept the restrictions on the transferability of Membership Interests and Units and assignment of interests

included in this Agreement and abide by all provisions hereof, and agrees that a legend substantially similar to the following shall be placed on each agreement or certificate, if any, evidencing a Unit or Membership Interest:

> THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), THE FLORIDA SECURITIES AND INVESTOR PROTECTION ACT OR THE LAWS OF ANY OTHER STATE AND MAY NOT BE SOLD, PLEDGED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR SUCH SECURITIES UNDER THE 1933 ACT AND SUCH STATE LAWS AS MAY BE APPLICABLE, OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.
>
> THESE SECURITIES ARE SUBJECT TO FURTHER RESTRICTION AS TO THEIR SALE, TRANSFER, PLEDGE OR ASSIGNMENT AS SET FORTH IN THAT CERTAIN OPERATING AGREEMENT OF PARISH RADIATION ONCOLOGY, LLC DATED AS OF AUGUST 1, 2025, AS AMENDED FROM TIME TO TIME.

8.6 Purchase of Involuntarily Transferred Membership Interest or Unit(s). In the event the Membership Interest or Unit(s) of a Member (the "Withdrawing Member") is involuntarily transferred, or is subject to an impending involuntary transfer, whether by death, dissolution of marriage, sale upon execution or in foreclosure of any pledge, encumbrance, hypothecation, lien or charge, or by acquisition of an interest therein by a trustee or receiver in Bankruptcy, or otherwise (an "Involuntary Transfer"), then the Company shall have the right (the "Purchase Right"), but not the obligation, exercisable in the Board's sole discretion at any time following the date of such Involuntary Transfer, or impending Involuntary Transfer, to elect to purchase all (but not less than all) of the Withdrawing Member's Membership Interest and Unit(s) for a purchase price and upon the terms described in Section 8.9, and the Withdrawing Member shall be obligated to sell his, her or its Membership Interest and Unit(s) for the Purchase Price (as defined in Section 8.9(a)) and upon the terms described in Section 8.9(b). The Company shall notify the Withdrawing Member of its decision to exercise the Purchase Right by providing the Withdrawing Member with written notice (the "Purchase Notice") of such decision. In connection with the giving of any such Purchase Notice, a special Allocation Period (ending as of the date of the giving of such Purchase Notice) (a "Special Allocation Period") shall be established and allocation of Profits and Losses for such Special Allocation Period shall be made in accordance with Section 5.

If a Loss of Control of a Member results from an Involuntary Transfer, the Membership Interest and Unit(s) owned by such Member shall be deemed to have been subject to an Involuntary Transfer for purposes of this Section 8, and upon exercise of the Purchase Right, the Purchase Price (as defined in Section 8.9(a)) for such Membership Interest and Unit(s) shall be determined under Section 8.9(a) and shall be paid upon the terms described in Section 8.9(b).

8.7 Purchase Upon Conviction of a Wrongful Act.

(a) In the event that a Member (in each case, the "Convicted Member") is convicted of a Wrongful Act (as defined in Section 8.7(b), below), then the Company will have the

right (the "Purchase Right"), but not the obligation, exercisable in the sole discretion of the Board of Managers at any time following such conviction, to elect to purchase all (but not less than all) of the Convicted Member's Membership Interest and Unit(s) for the Purchase Price (as defined in Section 8.9(a)) and upon the terms described in Section 8.9(b), and the Convicted Member shall be obligated to sell his, her or its Membership Interest and Unit(s) for such Purchase Price and upon such terms. The Company shall notify the Convicted Member of its decision to exercise the Purchase Right by providing the Convicted Member with written notice (the "Purchase Notice") of such decision. In connection with the giving of any such Purchase Notice, a Special Allocation Period shall be established and allocation of Profits and Losses for such Special Allocation Period shall be made in accordance with Section 5.

(b) For purposes of this Agreement, a Member will be considered to have been convicted of a "Wrongful Act" in the event that such Member, or any of its Affiliates, is (a) convicted by a court of law having jurisdiction over such person for (or the plea of nolo contendre by such person to a charge of) (i) any felony or crime involving fraud, misappropriation of Company funds, conversion, or gross negligence or willful misconduct in connection with the operation and management of the Company or against any of the Members, (ii) any felony or crime involving moral turpitude, (iii) any felony or crime involving sexual harassment, (iv) any felony or crime involving a dishonest act vis-à-vis the Company assets or the income of the Company; (v) any felony or crime involving violation of any federal or state health care law or regulation that is applicable to the Company (vi) any felony or crime relating to health care; (vii) any felony or crime resulting in the exclusion of such person or any Member or the Company from participating under any federal health care program, or (viii) any other felony or crime that involves allegations of wrongful conduct substantially detrimental to the business or reputation of the Company or that materially impacts the operation of the Company; or (b) sanctioned under any federal or state fraud and abuse laws or regulations, including, without limitation, exclusion from participation in any federally funded health care program, including Medicare and Medicaid.

8.8 Nomenclature. Any reference to a Member for purposes of a Transfer, or rights or obligations relating thereto, set forth in this Section 8 shall include a Unit Holder unless the context clearly indicates otherwise.

8.9 Purchase Price; Settlement. Upon exercise of any Purchase Right, the settlement of the purchase and sale of the Withdrawing Member's Membership Interest (and corresponding Units) or the Convicted Member's Membership Interest (and corresponding Units), as applicable, shall be held at such place, time and date as shall be provided in the Purchase Notice, but which date shall in no event be more than ninety (90) days following the date of the Purchase Notice. At settlement, the Withdrawing Member or Convicted Member, or his, her or its assignee or, in the case of death, the Withdrawing Member's lawful administrator, executor or representative, as the case may be (with such appropriate party, the "Seller"), shall deliver to the Company the entire Membership Interest and Unit(s) of the Seller being purchased by the Company (referred to herein as the "Seller's Membership Interest"), free and clear of any liens, claims or other encumbrances (other than the restrictions contained in this Agreement), in exchange for the Purchase Price (as such term is defined in Section 8.9(a)).

(a) The "Purchase Price" shall mean an amount equal to the Fair Market Value of the Seller's Membership Interest (defined herein) on the date of the Company's issuance of the applicable Purchase Notice. "Fair Market Value of the Seller's Membership Interest" shall be determined in accordance with the following procedures: Subject to the last sentence of this Section 8.9(a), the Fair Market Value of the Seller's Membership Interest shall be an amount determined by mutual agreement of the purchaser and Seller thereof; provided, if such mutual agreement cannot be attained within fifteen (15) days, then the Fair Market Value of the Seller's Membership Interest shall be the fair market value of the Seller's Membership Interest, as determined by independent appraisal prepared by a qualified appraiser selected by the Board, in its reasonable discretion, which appraiser may (but is not required to be) any qualified appraiser previously used by the Company and/or selected by the Board to appraise the Company, the Business, any Membership Interests or Units, any Company Assets, and/or any property (whether real or personal) leased or to-be-leased by the Company. The Fair Market Value of the Seller's Membership Interest shall take into account the distributions rights attributable to the Seller's Membership Interest pursuant to Section 5.5 and Section 5.6. Additionally, in determining the Fair Market Value of the Seller's Membership Interest, the appraiser, in conducting such appraisal, shall assume an all-cash sale with respect to the Seller's Membership Interest, shall take into account the Unreturned Capital attributable to the Seller's Membership Interest (if any) and all other Membership Interests, and shall incorporate appropriate discounts for lack of marketability and minority interest. The appraiser shall also be permitted to take into account or apply any other discounts that may otherwise be attributable to distinct ownership interests. Notwithstanding anything to the contrary set forth in this Section 8.9(a), the purchase price required to be paid for the Seller's Membership Interest, and accordingly, the Fair Market Value of the Seller's Membership Interest, shall be required to be in compliance with any and all applicable laws, regulations and governmental standards relating to the valuation of such Option Units, including (without limitation) the Stark Law.

(b) The Purchase Price for the Seller's Membership Interest shall be due and payable in full at closing. At settlement, and as a condition for payment of the Purchase Price, the Seller shall represent and warrant to the purchaser, in writing, that the Seller's Membership Interest is being delivered free and clear of all liens, claims or other encumbrances (other than the restrictions contained in this Agreement) and shall further provide such other assurances, representations and warranties as are customary.

8.10 Agreement Binding upon Transferees. In the event that, at any time or from time to time, any Membership Interest or Unit is Transferred to any party other than the Company, pursuant to any provision hereof or any Involuntary Transfer, such transferee shall take such Membership Interest or Unit, as applicable, pursuant to all provisions, conditions, and covenants of this Agreement, and, as a condition precedent to the Transfer of such Membership Interest or Unit, as applicable, the transferee shall agree, for and on behalf of itself or its legal representatives, and its transferees and assigns, in writing, to be bound by all provisions of this Agreement as a party hereto and in the capacity of a Member. In the event that there shall be any Transfer to any Person pursuant to any provision of this Agreement and in compliance with the provisions of this Section 8, all references herein to the Members or to any Member, to the extent regarding restrictions, limitations and conditions of being a Member, shall thereafter be deemed to include such transferee. It is understood that, notwithstanding the foregoing, such transferee shall not have the rights of a Member hereunder unless and until such transferee is accepted as a Substituted Member in accordance with Section 8.1(g) hereof.

8.11 Remedy for Failure to Transfer Membership Interest. If a Seller that is obligated to sell his, her or its Membership Interest and/or Unit(s) in accordance with the provisions of this Section 8 fails for any reason to timely execute and deliver the appropriate agreements and instruments effecting such sale, or otherwise fails to timely effect such sale, then:

(a) the purchaser of such Membership Interest and/or Unit(s) may, but shall not be required to, deposit the purchase price therefor, by good check, promissory note or both, with the principal bank or outside legal counsel of the Company, as agent or trustee, or in escrow, for the Seller, to be held by such party until withdrawn by the Seller in connection with the closing of the purchase and sale of such Membership Interest and/or Unit(s) and in accordance with the terms set forth in Section 8.9(b). In the event and upon the deposit by such purchaser of the purchase price for such Membership Interest and/or Unit(s) and delivery of notice of same to the Seller, such Membership Interest and/or Unit(s) shall at such time be deemed to have Transferred to such purchaser, and the Seller shall have no further rights thereto or interest therein, and the Company shall record the Transfer of such Membership Interest and/or Unit(s) in its transfer ledger; and

(b) without limitation of any other right or remedy the purchaser may have hereunder or at law or equity, the purchaser shall be entitled, as a matter of right, to a decree of specific performance in any court of competent jurisdiction, without furnishing bond or other security, in order to consummate such purchase. The parties hereby acknowledge that such a specific performance remedy is necessary because the Membership Interests and Units are unique, and a breach by any Seller of any obligation to convey his or its Membership Interest and/or Unit(s) cannot be adequately compensated by money damages.

(c) In the event the purchaser does not elect to purchase the Membership Interest and/or Unit(s) through the escrow procedure described above, upon written notice issued to the defaulting Seller by the Board (which shall be obligated to issue such notice upon receipt of written direction from the purchaser(s)), any and all Membership Interest and Unit(s) of the defaulting Seller shall, automatically be converted into a non-voting Membership Interest and non-voting Unit(s), with no action required of the Board or the Members. In such event, (i) the defaulting Seller of such Membership Interest and Unit(s) shall not have the right to thereafter vote such Membership Interest or Unit(s) on any matter brought before the Members; and (ii) if such defaulting Seller is otherwise an Appointing Member, (A) such defaulting Seller shall no longer be an Appointing Member and shall no longer have any right to appoint or remove any Manager pursuant to Section 6.1(c), Section 6.1(d), Section 6.1(e), or Section 6.1(f), except as set forth in this Section 8.11(c), below, (B) notwithstanding anything in this Agreement to the contrary, each Manager appointed by, or subject to appointment by, such defaulting Seller pursuant to Section 6.1(c) (if any) shall automatically be removed, without any further action being required by such defaulting Seller, any other Member, any Manager, the Board or the Company, and (C) any Manager appointed by such defaulting Seller shall become subject to appointment, removal and replacement by a Majority in Interest of the Appointing Members pursuant to Section 6.1(d) and Section 6.1(f). The right of the Board to convert the Membership Interest and Unit(s) of a defaulting Seller to a non-voting Membership Interest and non-voting Unit(s) (which right the Board shall be obligated to exercise upon receipt of written direction from the purchaser) shall be exercised without prejudice to any rights and remedies that the purchaser of such Membership Interest and/or Unit(s) may have against the defaulting Seller or with respect to such Membership Interest and/or Unit(s). In the event and at such time as the holder of such Membership Interest and/or Unit(s) is no longer in default of the provisions of this Agreement,

without further action of the Company, the Board or the Members, such Membership Interest and Unit(s) shall again carry voting rights, and if such holder was an Appointing Member at the time of such default, such holder shall be reinstated as an Appointing Member and shall have the rights to appoint and remove a Manager as set forth in Section 6.1(c), Section 6.1(d), Section 6.1(e), and Section 6.1(f) and, if applicable, the rights accorded to Appointing Members pursuant to Section 6.1(c). The Board shall further have the right to cancel any certificate representing the Membership Interest and/or Unit(s) held by a defaulting Seller, in which event, such certificate shall be null and void for all purposes.

SECTION 9
DISSOLUTION, TERMINATION

9.1 Dissolution. It is the intention of the Members that the business of the Company be continued by the Company pursuant to the provisions of this Agreement in perpetuity, or until such earlier time as the occurrence of an Event of Dissolution (as hereinafter defined), at which time the Company shall dissolve. The occurrence of any of the following shall be deemed to and shall constitute an "Event of Dissolution":

(a) The sale of all or substantially all of the Company Assets;

(b) The date on which the Company shall suffer a Bankruptcy;

(c) Upon the approval of the Board; or

(d) The occurrence of a cause of dissolution as set forth in the Act to the extent not described in Section 9.1(a) through Section 9.1(c) hereof.

9.2 Reinstatement. Upon the dissolution of the Company by reason of the occurrence of an Event of Dissolution described in Section 9.1(d) above, the Members shall, as expeditiously as possible and within a reasonable time, take such commercially reasonable action as may be necessary to reinstate the Company, if possible, and continue the business of the Company.

9.3 Liquidation. If upon dissolution by reason of the occurrence of an Event of Dissolution, the Company is not reinstated and continued pursuant to Section 9.2, then the Company shall be liquidated and the Board shall proceed with reasonable promptness to liquidate and wind up the business, property and assets of the Company as follows:

(a) Full accounting shall be made, and the Profits or Losses of the Company shall be determined to the date of liquidation and allocated to the Members in the manner provided in Section 5.

(b) In settling accounts after dissolution and after the non-cash Company Assets have been sold (if to be sold) as provided in Section 5.6 and after adequate provision has been made for payment of expenses of any such sale and for payment (in the order of priority provided by law) of all Company liabilities and obligations, the Company Assets shall be distributed to the Members in accordance with the provisions of Section 5.6. The Company shall terminate when all property owned by the Company not sold or otherwise disposed of, and any proceeds from the sale or other

disposition of Company property, after payment of or provision for all liabilities to creditors of the Company, has been distributed to the Members.

(c) In the discretion of the Board, a pro rata portion of the distributions that would otherwise be made to the Members pursuant to Section 5.6 may be:

(i) distributed to a trust established for the benefit of the Members for the purposes of liquidating Company Assets and/or collecting amounts owed to the Company. The assets of any such trust shall be distributed by the Board to the Members from time to time, in the discretion of the Board, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to this Agreement; or

(ii) withheld to provide a reasonable reserve for Company liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Company, provided that such withheld amounts shall be distributed to the Members as soon as practicable.

The Board may elect to distribute the remaining property and assets of the Company, if any, to the Members in kind, in lieu of selling them, based upon the then existing fair market value thereof as determined by the Board.

The wind-up and liquidation of the affairs of the Company shall be conducted by the Board. In the event there is no Manager, then the wind-up and liquidation of the affairs of the Company shall be conducted by the Member so nominated by written approval of a Majority in Interest of the Members (the "Liquidating Member"). In liquidating the assets of the Company, all tangible assets of a saleable value shall be sold at such price and terms as the Board (or the Liquidating Member) determines to be fair and equitable. Any Member may purchase such assets at such sale. It shall not be necessary to sell any intangible assets of the Company. A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to creditors to minimize the losses that might otherwise occur upon liquidation. Upon the conclusion of the wind-up of the affairs of the Company, the Company shall terminate.

9.4 Final Capital Accounts. It is intended that the liquidating distributions to each Member set forth in Section 5.6 will, in the aggregate, be equal to the Member's respective positive Capital Account balances as determined after giving effect to all adjustments attributable to allocations of items of Profits and Losses realized by the Company during the year such distributions are made including items of Profits and Losses realized from operations of the Company or sales of Company Property and all adjustments attributable to contributions and distributions of money and Company Property effected prior to such distribution. To the extent that any such Member's positive Capital Account balance does not correspond to such distributions, the allocations of Profits and Losses provided for in Section 5.1 and, in the sole discretion of the Board and to the extent necessary, any Open Year prior to the year of liquidation, will be adjusted, to the least extent necessary to cause all Capital Accounts to be zero after the final liquidating distribution.

9.5 Rights of Members. Except as otherwise provided in this Agreement, each Member shall look solely to the assets of the Company for the return of his, her or its Capital Contributions and shall have no right or power to demand or receive property other than the distributions described

herein. No Member shall have priority over any other Member as to the return of his, her or its Capital Contributions, distributions, or allocations except to the extent otherwise provided in this Agreement.

SECTION 10
NOTICES

Except as otherwise provided in this Agreement, all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing sent by either (i) hand delivery (effective upon delivery), (ii) internationally recognized overnight courier (e.g., FedEx, UPS or DHL) (effective one Business Day after dispatch), or (iii) by registered or certified mail, return receipt requested, and first-class postage prepaid (effective five days after dispatch), and shall be addressed, in the case of the Company, to its then principal office, and in the case of any Member, to his, her or its most recent address set forth in the Company's records or as otherwise provided by the Member in writing, or to such other address as may be designated by him pursuant to a notice complying with this Section.

SECTION 11
BOOKS OF ACCOUNT AND COMPANY RECORDS

11.1 Books of Account. The Company shall maintain true, complete and correct books of account of the Company, all in accordance with such accounting method as may be approved by the Board, applied on a consistent basis. The books of account shall contain particulars of all monies, goods or effects belonging to or owing to or by the Company, or paid, received, sold or purchased in the course of the business, and all of such other transactions, matters and things relating to the business as are usually entered in books of accounts kept by Persons engaged in a business of a like kind and character. In addition, the Company shall keep all records required to be kept pursuant to the Act. Such books, records and accounts of the Company, together with executed copies of this Agreement and of the Articles and any amendments to either document, shall be kept at all times at the principal offices of the Company. The expense of maintaining the books of account shall be an expense of the Company.

11.2 Inspection. Subject to the provisions of the Act, a Member and his, her or its authorized representatives shall, upon prior written notice and during normal business hours, have access to the books and records of the Company, for the purpose of inspecting or, at the expense of such Member, copying such books and records. Any Member reviewing the books and records of the Company pursuant to the preceding sentence shall do so in a manner which does not unduly interfere with the conduct of the Company's business.

11.3 Bank Accounts. The Board shall be responsible for seeing that one or more bank accounts are maintained, which accounts shall be used for the payment of the disbursements properly chargeable to the Company, and in which shall be deposited the income received from the operation of the Company. In addition, there shall be deposited in said accounts all amounts borrowed from third parties. All such income and amounts deposited in said accounts shall be and remain the property of the Company, and shall be received, held and disbursed by the Board or the Board Appointed Officers to be applied only for the purposes herein specified. The Board shall designate the authorized signatories for all such accounts.

11.4 Financial and Tax Reports. The Company shall use commercially reasonable efforts to furnish to each Member annual financial statements for the Company, prepared in accordance with such accounting method as may be approved by the Board. Additionally, the Company shall, within ninety (90) days after the close of each Fiscal Year, furnish to each Person who was a Member during the immediately prior Fiscal Year a Schedule K-1 or such other form as is necessary to provide the Members with the information that is needed by them in order to file their respective federal, state or local income tax returns.

11.5 Tax Controversies and Tax Matters Representative.

(a) Provisions Governing Tax Controversies; Designation of Tax Matters Representative.

(i) The Bipartisan Budget Act of 2015, Pub. L. No. 114-74 ("BBA 2015"), enacted new provisions regarding partnership audits contained in Subchapter C, Chapter 63 of Subtitle F of the Code (hereinafter referred to as the "New Partnership Audit Rules").

(ii) The Members hereby designate PRO Oncology to serve as the "partnership representative" of the Company, as provided under Code Section 6223, as revised by BBA 2015 (the "Tax Matters Representative"). The Company shall take all actions required under the New Partnership Audit Rules to confirm PRO Oncology as the Tax Matters Representative of the Company effective as of the Effective Date.

(iii) A Person's designation as the Tax Matters Representative shall terminate upon the occurrence of any of the following events: (A) the death or incapacity of the Tax Matters Representative, if he or she is a natural person; (B) the resignation of the Tax Matters Representative from such position; (C) the Bankruptcy of the Tax Matters Representative; (D) if the Tax Matters Representative is an entity, the complete termination, liquidation or dissolution of such Person; or (E) the removal of such Person as the Tax Matters Representative in the manner set forth below. In the event that a Person's designation as the Company's Tax Matters Representative terminates upon the occurrence of any of the events described in the preceding sentence, a new Tax Matters Representative shall be promptly designated by a Majority in Interest of the Members.

(iv) A Person who is then serving as the Tax Matters Representative of the Company may be removed from such capacity at any time and for any reason by a vote to do so by a Majority in Interest of the Members.

(b) Authority of Tax Matters Representative. The Tax Matters Representative shall: (i) be authorized to represent the Company (at the Company's expense) in connection with all examinations of the Company's returns and affairs by the Internal Revenue Service (the "IRS") and/or by any other governmental tax authorities, and to pursue the resolution of any and all tax controversies related to the Company, including any resulting administrative and judicial proceedings, and to expend Company funds for professional services in connection therewith; and (ii) except as otherwise limited in Section 11.5(c) below, have all of the powers and duties expressly conferred on the Tax Matters Representative by the Code, as well as those powers and duties necessary and proper for the exercise of such powers.

(c) Limitations Upon Authority of Tax Matters Representative and Obligations of the Tax Matters Representative. The Tax Matters Representative shall promptly notify each Member of such Tax Matters Representative's receipt of any material notice addressed to the Company or to it in its capacity as the Tax Matters Representative from the IRS or from any other governmental tax authority which notice sets forth the intent of the IRS or such governmental tax authority to audit the Company's books and records or propose a tax on the Company or on any of the Members related to the income, deductions or credits of the Company (or any allocations thereof), or related to any dealings between the Company and any Member, and shall make such reasonable efforts thereafter to keep the Members informed of the progress of any such audit or pending tax controversy. Notwithstanding anything in this Section 11.5 to the contrary, the Tax Matters Representative shall not do any of the following without the written consent of a Majority in Interest of the Members:

(i) enter into a settlement agreement with the IRS or any other governmental tax authority that binds the Company and/or the Members;

(ii) file a petition as contemplated in Code Section 6234;

(iii) file any request for administrative adjustment contemplated in Code Section 6227(a); or

(iv) enter into an agreement extending the period of limitations of the Company as contemplated in Code Section 6235.

(d) Election out of New Partnership Audit Rules. If the Company is otherwise eligible, the Company shall, if directed to do so with the consent of a Majority in Interest of the Members, file a timely annual election in connection with the filing of its tax return to have the Company opt out of the New Partnership Audit Rules in the manner provided in Code Section 6221(b).

(e) Provisions Applicable to New Partnership Audit Rules.

(i) Under the New Partnership Audit Rules, the IRS (or another governmental tax authority) may assess an imputed underpayment on account of an adjustment of any item of income, gain, loss, deduction or credit of the Company or of any Member's distributive share thereof, or may recharacterize the tax treatment of any dealing between the Company and one or more of its Members. In that event, the Tax Matters Representative may file an election on behalf of the Company, with the prior approval of a Majority in Interest of the Members, to either: (A) cause the Company to pay the assessment in accordance with Code Section 6225(a)(1), or (B) cause the Reviewed Year Members (as hereinafter defined) to take into account the adjustments made by the IRS (or by another governmental tax authority) and to pay any tax, interest, and penalties due as a result of those adjustments. If a Majority in Interest of the Members fails to instruct the Tax Matters Representative as to which of these two elections to make within ten (10) days after having received a written request from the Tax Matters Representative to do so, the Tax Matters Representative shall decide which of such elections to make based upon his good faith determination as to which election would be in the best interests of the Company and the Members. For purposes of Section 11.5, the "Reviewed Year" is the taxable year that was audited by the IRS and that gave rise to the adjustment, and a "Reviewed Year Member" is a Person who was treated as a "partner" of the Company for

federal income tax purposes at any time during the Reviewed Year under the New Partnership Audit Rules.

(ii) Subject to the provisions set forth in the immediately preceding paragraph, the Tax Matters Representative may cause the Company to pay the assessment of the imputed underpayment under Code Section 6225(a)(1). In that event, the Board will reasonably and equitably determine each Member's and former Member's share of the imputed underpayment, taking into account each Member's and former Member's adjusted distributive share in the Reviewed Year and adjustments that may have been made in computing the imputed underpayment. The determination made by the Board will be binding on the Company and on each Member and former Member, provided that the determination is made in good faith for a purpose reasonably believed by it to be in, or not opposed to, the best interests of the Company and the Members unless the determination was the result of actual fraud or willful misconduct or resulted in any improper personal benefit. Each Member's and former Member's share of the imputed underpayment, as reasonably and equitably determined by the Board, will constitute a loan by the Company to such Member or former Member (a "Tax Loan"), which Tax Loan shall bear interest at the Prime Rate as of the date such Tax Loan is made and be payable within ten (10) Business Days after the date such Tax Payment is made. The obligations of Members under this Section 11.5 will also extend to former Members and to unadmitted assignees of Interests and/or Units who may be considered current or former tax partners of the Company.

(iii) In the event that the income of the Company for the Adjustment Year (as hereinafter defined), as determined under Code Section 702(a)(8), is decreased (or the Company's loss for such year is increased) as a result of the operation of Code Section 6225, such decrease (or increase in loss) shall be proportionately specially allocated to the Member or Members whose income was decreased (or loss increased) in the Reviewed Year. The "Adjustment Year" shall have the meaning set forth in Code Section 6225(d)(2).

(iv) Subject to the provisions set forth in Section 11.5(e)(i), in the alternative, the Tax Matters Representative may elect under Code Section 6226 and the Treasury Regulations promulgated thereunder to cause the Reviewed Year Members to take into account the adjustments made by the IRS (or other governmental tax authority) and to pay any taxes, interest and penalties due as a result of those adjustments. In this case, all Reviewed Year Members shall reasonably cooperate with the Tax Matters Representative and shall provide the Tax Matters Representative all Member information necessary to make this election.

(f) Exculpation and Indemnification of Tax Matters Representative.

(i) To the fullest extent permitted by applicable law, neither the Tax Matters Representative nor any former Tax Matters Representative shall have any liability to any Member or former Member or to the Company as a result of, or in connection with, any action or omission on the part of such Tax Matters Representative in his capacity as such, except to the extent that such action or omission constitutes fraud or willful misconduct on the part of such current or former Tax Matters Representative, or constitutes a material breach of such current or former Tax Matters Representative's obligations under this Section 11.5.

(ii) To the fullest extent permitted by applicable law, the Company and its Members (except, in the case of the Members, their obligations shall be several and pro rata, based upon their respective Percentage Interests) shall indemnify and hold harmless the Tax Matters Representative and any former Tax Matters Representative from and against any and all losses, claims, damages, liabilities, judgments, penalties, fines, settlements and reasonable expenses (including, without limitation, administrative expenses, court costs and attorneys' fees) actually incurred by such Tax Matters Representative in connection with its status as a Tax Matters Representative or any action or omission taken by it in its capacity as a Tax Matters Representative. Notwithstanding the foregoing, no current or former Tax Matters Representative will be indemnified or held harmless in connection with any action or inaction constituting fraud or willful misconduct on the part of such Tax Matters Representative, or for a material breach of such Tax Matters Representative's obligations under this Section 11.5.

(g) Cooperation of the Members; Consistency in Reporting Tax Items. All Members shall cooperate reasonably with the Tax Matters Representative in connection with any audit of the Company's tax returns and any ensuing administrative and judicial proceedings resulting therefrom. This cooperation shall include making available to the Tax Matters Representative such personal information of the Member (including confidential tax information) as may reasonably be deemed necessary by the Tax Matters Representative in connection with the audit and subsequent administrative and judicial proceedings under the New Partnership Audit Rules. Every Member, on such Member's tax return, shall treat each Company tax item in a manner that is consistent with the treatment of such item on the Company's tax return in accordance with Code Section 6222. The obligations of Members under this Section 11.5(g) shall also extend to former Members and to unadmitted assignees who may be considered current or former tax partners of the Company.

(h) Future Modification of Section 11.5. The New Partnership Audit Rules took effect for the Company's taxable year beginning January 1, 2018 and it is anticipated that a significant amount of administrative guidance will become available after the time that these new provisions became effective. The Members acknowledge that the full implementation of these New Partnership Audit Rules will result in significant changes to the procedures governing the resolution of tax controversies between the Company and the IRS. The Members agree that they will cooperate with each other and the Company to make future modifications to this Section 11.5 in conjunction with the Company's attorneys and tax advisors that are in the best interests of the Company and the Members as and when more guidance becomes available.

(i) Survival of Rights and Obligations. The rights and obligations under this Section 11.5 of the Company, the Members, former Members, unadmitted assignees of an Interest who may be treated as a current or former tax partners of the Company, and current or former Tax Matters Representatives shall survive the termination of such party's ownership of an Interest, the termination of a Tax Matters Representative's status as such, and the termination of the Company. The provisions of this Section 11.5 will remain binding on the Members, former Members, current and former Tax Matters Representatives, current or former unadmitted assignees of an Interest who may be considered current or former tax partners of the Company, and the Company for a period of time necessary to resolve any and all matters regarding the federal and, if applicable, state or local income taxation of the Company and its Members and former Members and the resolution of all payment and reporting obligations created under this Section 11.5.

(j) Employment of Advisors. The Tax Matters Representative shall employ experienced tax advisors to represent the Company in connection with any audit or investigation of the Company by the IRS or any other governmental tax authority and in connection with all subsequent administrative and judicial proceedings arising out of such audit. The fees and expenses of such tax advisors shall be a Company expense and shall be paid by the Company. It shall be the responsibility of the Members, at their own expense, to employ tax advisors to represent their respective separate interests.

(k) Notice and Expenses. The Tax Matters Representative shall keep the Board and the other Members reasonably informed of all material administrative and judicial proceedings involving the Company or any Company return, and shall furnish to each Member, if requested in writing, a copy of each notice or other communication received by the Tax Matters Representative from the IRS or any other governmental tax authority not otherwise sent directly to the other Member(s). All reasonable expenses incurred by the Tax Matters Representative in serving as the Tax Matters Representative shall be a Company expense and shall be paid or reimbursed, without interest, by the Company.

SECTION 12
INDEMNIFICATION

12.1 Indemnification.

(a) The Company, to the fullest extent permitted by law, hereby agrees to defend, indemnify and hold harmless each Manager, Board Appointed Officer or other Company representative, and each of their respective officers, directors, partners, members, shareholders, employees and agents (with any, a "Fiduciary"), from and against any and all liability, loss, cost, expense or damage incurred or sustained by reason of any act or omission in the conduct of the business of the Company, including, but not limited to, court costs, expenses and reasonable attorney and paralegal fees through any and all negotiations, arbitrations, trials and appeals and through all settlement and collection proceedings. A Fiduciary shall not be liable, responsible or accountable in damages or otherwise to the Company or to any Member, or to any successor, assignee or transferee of the Company or of any Member, for any losses, claims, damages or liabilities arising from (i) any act performed, or the omission to perform any act, within the scope of authority conferred or reasonably believed to be conferred on the Fiduciary by this Agreement, except by reason of acts or omissions of the Fiduciary found by a court of competent jurisdiction upon entry of a final judgment to be due to bad faith, fraud, willful misconduct or a knowing violation of the criminal law; (ii) the performance by the Fiduciary, or the omission to perform, any acts on advice of legal counsel, accountants or other professional consultants to the Company; (iii) the negligence, dishonesty or bad faith of any consultant, employee or agent of the Company selected or engaged by the Fiduciary in good faith; (iv) the disallowance or adjustment by taxing authorities of any deductions or credits in the Company's or a Member's income tax returns; or (v) distributions to the Members in accordance with the terms of this Agreement.

(b) In the event that any litigation, action, or proceeding (each, an "Action") is initiated by Dr. Craig Deligdish, whether personally or through any of his Affiliates, agents, or representatives, against the Company or ROP, in connection with or relating to the Business, NBMS shall assume the defense thereof with counsel of its choice, and neither the Company nor ROP shall be obligated to pay any attorneys' fees, expenses or costs incurred or sustained by NBMS in

connection with such Action, unless such Action results from the negligent acts, errors, omissions, or willful misconduct of the Company or ROP. ROP shall have the right to participate in any such Action with counsel of its choice, however, neither PRO Oncology, NBMS nor the Company shall have any obligation to pay or indemnify ROP for any attorneys' fees, expenses or costs incurred or sustained by ROP in connection therewith. For the avoidance of doubt, neither PRO Oncology, NBMS, PMC nor any of its or their Affiliates shall have any obligation to indemnify or hold harmless the Company, ROP or any of its or their Affiliates, officers, members or managers for any liability, loss, cost, expense or damages incurred or sustained by the Company, ROP or any of its or their Affiliates arising out of or in connection with any such Action ("Losses"), and neither the Company nor any of its Affiliates shall have any obligation to indemnify ROP or any of its Affiliates, officers, members or managers for any Losses.

(c) Notwithstanding the foregoing, the Company will not indemnify any Fiduciary or hold any Fiduciary harmless with respect to any of the foregoing that is incurred by such Fiduciary as the result of conduct which constitutes fraud, willful and wanton misconduct, gross negligence or failure to comply in any material respect with the provisions of this Agreement.

(d) The provisions of this Section 12.1 shall survive the termination of this Agreement. The satisfaction of any indemnification and any saving harmless as set forth herein shall be from and limited to Company Assets, and no Member shall have any personal liability on account thereof, other than to the extent set forth in Section 7.1.

12.2 Advancement of Legal Costs and Expenses. The Company shall advance Company funds to any Person who is entitled to indemnification pursuant to the terms of Section 12.1 for legal expenses and other costs incurred as a result of any legal action if the following conditions are satisfied: (a) the legal action relates to acts or omissions with respect to the performance of duties or services on behalf of the Company; (b) the legal action is initiated by a third party who is not a Member, or the legal action is initiated by a Member and a court of competent jurisdiction specifically approves such advancement; and (c) such Person undertakes to repay the advanced funds of the Company in cases in which such Person is not entitled to indemnification pursuant to the terms of Section 12.1.

12.3 Provisions Not Exclusive. The indemnification provided by this Section 12 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of a Majority in Interest of the Members or Board, or otherwise.

12.4 Insurance. The Company may, in the discretion of the Board, purchase insurance to insure against some or all of the liabilities contemplated by this Section 12.

SECTION 13
RESTRICTIVE COVENANTS

13.1 Noncompetition. Each Covenanting Member (as defined in Section 13.5(a)) that is not an Excluded Covenanting Member (as defined in Section 13.5(b)) hereby agrees and covenants that during and throughout the Covenant Period (as defined in Section 13.5(c)), it will not, and will cause each of such Covenanting Member's Member Parties (collectively with such Covenanting Member, the "Member Group" of such Covenanting Member) not to, directly or indirectly, in any capacity whatsoever: (A) engage in or be employed by or with any Person, business or activity that

engages in a Competing Business (as defined in Section 13.5(d)) anywhere within the Territory (as defined in Section 13.5(e)); or (B) own, invest in, finance, manage, control, operate, provide services, advice or other support to, or participate in or enter into any partnership or joint venture with, a Competing Business within the Territory; provided, however, that nothing in this Section 13.1 shall restrict or limit ROP from entering into the Management Services Agreement or the Center Manager from performing his duties pursuant to and in accordance with the Management Services Agreement; and provided further, that nothing in this Section 13.1 shall be interpreted or enforced in a manner that restricts access to medically necessary care or limits continuity of treatment for any patient who is receiving, or has received, care from any member of the Member Group of ROP at any time during the twenty-four (24) consecutive month period immediately preceding the Effective Date (collectively, the "ROP Member Group Patients").

13.2 Nonsolicitation.

(a) Each Covenanting Member that is not an Excluded Covenanting Member hereby agrees and covenants that during and throughout the Covenant Period, it will not, and it will cause each other member of the Member Group of such Covenanting Member not to, directly or indirectly in any capacity whatsoever, either as an employee, officer, director, equity holder, proprietor, partner, joint venture, consultant, or otherwise (i) cause, induce or encourage (or attempt to cause, induce or encourage) any vendor, supplier, licensor, licensee, consultant or other business relation of the Company or any Affiliate of the Company to cease conducting business or materially reduce its business with the Company or such Affiliate of the Company or to deal with any competitor of the Company and/or any Affiliate of the Company; or (ii) in any way interfere with the relationship between any such vendor, supplier, licensor, licensee, consultant or other Person and the Company and/or Affiliate of the Company.

(b) Each Covenanting Member that is not an Excluded Covenanting Member covenants and agrees that, during the Covenant Period, it will not, and it will cause each other member of the Member Group of such Covenanting Member not to, either alone or in conjunction with any other Person, directly or indirectly, (i) solicit, induce or encourage (or attempt to solicit, induce or encourage) any employee or independent contractor of the Company or any Affiliate of the Company to leave the employ of or engagement with the Company or any Affiliate of the Company, whether for purposes of employing or engaging any such employee or independent contractor in a Competing Business in the Territory or for any other reason; (ii) attempt to hire or retain any employee or independent contractor of the Company or any Affiliate of the Company; or (iii) interfere in any way with the relationship between the Company and/or an Affiliate of the Company and any such employee or independent contractor.

13.3 Non-Interference and Non-Disparagement. Each Covenanting Member that is not an Excluded Covenanting Member hereby agrees and covenants that it will not, and it will cause each other member of the Member Group of such Covenanting Member not to, directly or indirectly, on such Person's own behalf or on behalf of others: (a) make or cause to be made any false, misleading, disparaging or uncomplimentary statements or remarks about the Company or any Affiliate of the Company, its employees, officers, Managers or Members (current or former), or its business, or (b) interfere or attempt to interfere with or disrupt any business relationship between or among the Company or any Affiliate of the Company, its lenders, vendors, bankers, regulatory agencies, members, prospective members, or other Persons using the services of the Company or such Affiliate or doing business with the Company or such Affiliate.

13.4 Nondisclosure of Confidential Information and Trade Secrets.

(a) Except as provided in this Section 13.4 with respect to PRO Oncology, each Covenanting Member hereby agrees and covenants that it will not, and it will cause each other member of the Member Group of such Covenanting Member not to, directly or indirectly, on such Person's own behalf or on behalf of others, at any time, in any fashion, form or manner, divulge, disclose, publish or communicate to Person, or utilize for its own benefit, in any manner whatsoever, any trade secrets, confidential business or professional information, specialized training programs or processes, or nonpublic information of any kind, nature, or description concerning any matters affecting or relating to the business or activities of the Company or any Affiliate of the Company (collectively referred to as the "Confidential Information"), further including, without limitation, all nonpublic electronic, written, or oral information regarding or otherwise involving the Company or the Company's business or activities, including, but not limited to, the Company's trade secrets, discoveries, ideas, concepts, know-how, techniques, designs, plans, specifications, drawings, diagrams, data, projections, goals, computer programs, business activities and operations, financial information, employee information, customer lists, Member lists, reports, studies and other technical and business information, regardless of how acquired, except to a Person who is an employee, officer, Manager, or Member of the Company or an Affiliate of the Company or otherwise with the prior express written consent of the Board. The Company and each Member acknowledge that each of PRO Oncology, PMC and NBMS is subject to Florida's Public Records Act (Chapter 119, Florida Statutes, and Article I, Section 24, Florida Constitution) and Florida's Government-in-the-Sunshine Law (Section 286.011, Florida Statutes, and Article I, Section 24, Florida Constitution) (collectively, the "Laws"). Accordingly, the Company and each Member acknowledge that each of PRO Oncology, PMC and NBMS may be required to and, notwithstanding anything to the contrary in this Section 13.4 or elsewhere in this Agreement to the contrary, each of PRO Oncology, PMC and NBMS is permitted to disclose Confidential Information provided to it by the Company or any other Member unless such Confidential Information is subject to an exception to such Laws. The restriction contained in this Section 13.4(a) applies at all times during the Covenant Period and shall continue indefinitely thereafter following the termination thereof.

(b) All Confidential Information, including all copies thereof, and any other information not specifically designated by the Company for release to the public, that may come into the possession of the Covenanting Member or any other member of the Member Group of such Covenanting Member, including all copies thereof, shall be delivered to the Company upon the Company's request. Neither the Covenanting Member nor any other member of the Member Group of such Covenanting Member shall make, download or retain copies of or excerpts of such Confidential Information in violation of this Agreement.

(c) Each Covenanting Member hereby acknowledges and agrees that it is the Company's intention to maintain the confidentiality of its Confidential Information and the Confidential Information of its Affiliates notwithstanding that certain employees of the Company and/or an Affiliate of the Company may have free access to the information for the purpose of performing their duties with the Company or such Affiliate, and notwithstanding that employees who are not expressly bound by covenants similar to the covenants set forth in this Section 13.4 may have access to such information for job purposes. Each Covenanting Member hereby acknowledges and agrees that it is not practical, and shall not be necessary, to mark such information as "confidential,"

nor to transfer it within the Company by confidential envelope or communication, in order to preserve the confidential nature of the information.

13.5 General Provisions Applicable to Restrictive Covenants.

(a) For purposes of this Section 13 the term "Covenanting Member" means ROP, PRO Oncology and each other Member (if any). For purposes of this Section 13, the term "Covenanting Member" shall also include a Unit Holder of Units previously held by a Covenanting Member.

(b) For purposes of this Section 13 the term "Excluded Covenanting Member" means each of PRO Oncology and any Affiliate of PRO Oncology, NBMS, and/or PMC that becomes a Member.

(c) For purposes of this Section 13, the term "Covenant Period" means, to the extent applicable, both of the following time periods for each Member: (i) the period during which such Person is a Member, and the twenty-four (24) month period commencing on the date that such Person ceases to be a Member; and (ii) if the Member or any of the Member Parties of such Member is employed or engaged as an independent contractor by the Company or pursuant to the Management Services Agreement, the term of (and throughout) the employment, or engagement as an independent contractor, of such Member or Member Party by the Company or pursuant to the Management Services Agreement, and the twenty-four (24) month period commencing on the date that such Person ceases to be an employee or independent contractor of the Company or pursuant to the Management Services Agreement.

(d) For purposes of this Section 13, the term "Competing Business" means any business, enterprise, or activity that provides, markets, sells, or delivers medical procedures, products, and/or services that are substantially similar to, or directly competitive with, those offered by the Company at or through the Center; *provided, however*, that "Competing Business" shall expressly exclude: (i) any medical procedures, products, and/or services provided by any member of the Member Group of ROP to any ROP Member Group Patients in accordance with medically necessary care; and (ii) any procedures or services delivered by any member of the Member Group of ROP to its or their patients after the Effective Date, where such procedures or services are not available at the Center at the time such member of the Member Group of ROP would provide them and are medically necessary for patient care (collectively, the "Excluded Procedures and Services"). The parties hereto agree that the term "Competing Business" shall not include any Excluded Procedures and Services, and no interpretation of this definition shall restrict appropriate clinical access or create barriers to patient treatment.

(e) For purposes of this Section 13, the term "Territory" means both: (i) the area comprising the North Brevard Hospital District (the "District") and the ten (10) mile radius around the boundaries of the District, and (ii) the area comprising a ten (10) mile radius around each business location of the Company (including, without limitation, the Center) in existence or under development (including, without limitation, by means of the execution of a letter of intent, term sheet, lease, or other development efforts) at any time during the Restricted Period, and in either case shall include, without limitation, activities conducted by telephone or internet in such areas.

(f) Each Covenanting Member agrees that the covenants and agreements contained in Section 13 are of the essence of this Agreement; that each such covenant and agreement is reasonable and necessary to protect and preserve the legitimate business interests of the Company and the other Members; that none of such covenants or agreements is contrary to public policy, nor overbroad or overlong; that irreparable harm, loss and damage, which cannot be remedied in damages in an action at law, will be suffered by the Company and/or the other Members should the Covenanting Member (whether through its own actions or through any actions of any other member of the Member Group of such Covenanting Member) breach any of the covenants or agreements contained therein; that a breach of any of such covenants or agreements may constitute an infringement of the Company's and/or the other Members' rights in and to their respective trade secrets; that each such covenant and agreement is separate, distinct and severable from the other and remaining provisions of this Agreement; that the unenforceability of any other such provision shall not affect the validity or enforceability of such covenants and agreements; and that, in addition to other rights and remedies available to them as a matter of law or equity, the Company and each of the other Members shall be entitled to an immediate temporary injunction and also to a permanent injunction to prevent a breach or contemplated breach by the Covenanting Member (whether through its own actions or through any actions of any other member of the Member Group of such Covenanting Member) of any such covenant or agreement. Neither the Covenanting Member nor any member of the Member Group of such Covenanting Member shall assert as a defense that either the Company or any other Member has no (or insufficient) legitimate business interests to support the covenants and agreements contained in Section 13, and neither the Covenanting Member nor any member of the Member Group of such Covenanting Member shall assert as a defense that either the Company or any other Member has an adequate remedy at law or that the harm to the Company or any other Member is not irreparable.

(g) In the event that a Covenanting Member shall breach (whether through its own actions or through any actions of any other member of the Member Group of such Covenanting Member) any of the covenants or agreements set forth in Section 13, the running of the period of the restriction set forth in such section shall be tolled during the continuation of such breach, and the running of the period of such restriction shall commence or commence again only upon compliance by the Covenanting Member with the terms of Section 13.

(h) The provisions contained in Section 13 embody and constitute the entire agreement between the Covenanting Member, on the one hand, and the Company and the other Members, on the other hand, with respect to the matters contained therein, and all prior or contemporaneous agreements, undertakings, representations and statements, oral or written, relating thereto are deemed null, void of no effect, and are superseded by this Agreement.

(i) Each Covenanting Member hereby acknowledges and agrees that the covenants and agreements contained in Section 13 are given, in the case of a purchase of a Membership Interest of a Covenanting Member, for and in partial consideration of such purchase, and in the case of a Covenanting Member (or Affiliate of a Covenanting Member) who serves as an employee or independent contractor of the Company, for and in partial consideration of the Company's employment of, or service relationship with, such Covenanting Member (or Affiliate of such Covenanting Member) and, if applicable, such Covenanting Member's (or Affiliate of such Covenanting Member's) corresponding duty of loyalty to the Company as an employee. Each Covenanting Member hereby also acknowledges and agrees that if and to the extent that the covenants

and agreements contained in Section 13 are given in partial consideration of the purchase of the Covenanting Member's Membership Interest pursuant to this Agreement, any such purchase includes the goodwill of the Company attributable to such Membership Interest.

SECTION 14
OPTION TO PURCHASE MEMBERSHIP INTERESTS

14.1 Purchase Option. At any time during any Exercise Period (as such term is defined in this Section 14.2(b), below), ROP shall have the option (the "Purchase Option"), but not the obligation, to elect to purchase from the Company up to (but not in excess of) that number of additional Units (in each case, the "Option Units") that would result in ROP having an aggregate forty-nine percent (49%) Percentage Interest for a purchase price equal to the Fair Market Value of the Option Units (as such term is defined in this Section 14.2(c), below), provided ROP is a Member on the date of exercise of the Purchase Option. The Purchase Option may be exercised by ROP by ROP giving written notice of such exercise (each, an "Exercise Notice") to the Board at any time during any Exercise Period. Upon exercise of the Purchase Option, the closing of the purchase and sale of the Option Units subject to such exercise of the Purchase Option (the "Closing") shall occur effective on the first Anniversary Date (as such term is defined in this Section 14.2(a), below) to occur after the date on which ROP has given the applicable Exercise Notice, or if later, ten (10) days after which the Fair Marker Value of the Option Units for such Option Units is finally determined in accordance with Section 14.2(c), provided that ROP is a Member of the Company on the date of the Closing. In the event that ROP is a Member on the date of exercise of the Purchase Option but ceases to be a Member before the Closing relating to such exercise, ROP shall be deemed to have withdrawn such exercise of the Purchase Option effective as of the date it ceases to be a Member, and accordingly, the Closing with respect to such exercise of the Purchase Option shall not occur. The purchase price to be paid by ROP for any Option Units purchased pursuant to its exercise of the Purchase Option will be equal to the Fair Market Value of the Option Units (as such term is defined in this Section 14.2(c), below) on the date of such exercise of the Purchase Option and shall be paid in cash to the Company in full by ROP at the applicable Closing. For the avoidance of doubt, in the event ROP exercises the Purchase Option during any Exercise Period, there are one or more Exercise Periods to occur after such first Exercise Period, and ROP has not exercised the Purchase Option with respect to the maximum number of Units for which the Purchase Option may be exercised by ROP, ROP shall have the right to exercise the Purchase Option in accordance with, and subject to the terms set forth in, this Section 14.1.

14.2 Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "Anniversary Date" shall mean each of the first, second and third anniversaries of the first date on which the Center is open to the public for treatment of patients.

(b) "Exercise Period" shall mean each of the periods beginning sixty (60) days before and ending thirty (30) days before an Anniversary Date.

(c) "Fair Market Value of the Option Units" shall be determined in accordance with the following procedures: Subject to the last sentence of this Section 14.2(c), the Fair Market Value of the Option Units shall be an amount determined by mutual agreement of ROP and the

Company; provided, if such mutual agreement cannot be attained within fifteen (15) days, then the Fair Market Value of the Option Units shall be the fair market value of the Option Units subject to the applicable Exercise Notice, as determined by independent appraisal prepared by a qualified appraiser selected by the Board, in its reasonable discretion, which appraiser may (but is not required to be) any qualified appraiser previously used by the Company and/or selected by the Board to appraise the Company, the Business, any Membership Interests or Units, any Company Assets, and/or any property (whether real or personal) leased or to-be-leased by the Company. The Fair Market Value of the Option Units shall be based on the fair market value of the Company on the date of Closing taking into account the current market value of the Company Assets (including, without limitation, goodwill and the purchase price to be paid by ROP for the Option Units), reduced by any and all indebtedness or other obligations of the Company, and shall equal the fair market value of the Company as of Closing, multiplied by the Percentage Interest that the Option Units will represent upon Closing. Notwithstanding anything to the contrary set forth in this Section 14.2(c), the purchase price required to be paid by ROP for any Option Units, and accordingly, the Fair Market Value of the Option Units, shall be required to be in compliance with any and all applicable laws, regulations and governmental standards relating to the valuation of such Option Units, including (without limitation) the Stark Law, and shall not be less than the product of (x) the number of Units included in such Option Units, multiplied by (y) Highest Per Unit Purchase Price.

14.3 Example. By way of example, (a) if the sole members of the Company are PRO Oncology and ROP, PRO Oncology holds 800 Units, and ROP holds 200 Units, the maximum number of Option Units for which ROP would have the right to purchase pursuant to exercise of the Purchase Option would be 568.62745 (i.e., (800 ÷ 51%) -200) Units; and (b) if ROP elects to purchase all of such maximum number of Option Units, (i) there would be 1,568.62745 (i.e., 200 +800 + 568.62745) Units issued and outstanding upon issuance of such Option Units at Closing, and such Option Units would represent a 36.25% Percentage Interest (i.e. 568.62745 ÷ 1, 568.62745) upon issuance, and (ii) if the fair market value of the Company is determined to be $1,000,000 immediately prior to Closing (and not taking into account the purchase price to be paid by ROP for such Option Units), then the fair market value of each Unit outstanding immediately prior to Closing (not taking into account the purchase price to be paid by ROP for such Option Units), would be $1,000 (i.e. $1,000,000 ÷ 1,000), and therefore, the purchase price to be paid by ROP for such Option Units would be equal to $568,627.45 (i.e., 568.62745 x $1,000), or alternatively, the fair market value of the Company taking into account the purchase price to be paid by ROP for such Option Units would be ($1,000,000 ÷ (100% - 36.25%) = $1,568,627.45), and the Fair Market Value of the Option Units (and, therefore the purchase price therefor) would be equal to $1,568,627.45 x 36.25% = $568,627.45.

SECTION 15
GENERAL PROVISIONS

15.1 Relationship. Nothing contained in this Agreement shall be deemed or construed to constitute any Member as a member, general partner, employee or agent of any other Member, other than in connection with activities included with the purpose and scope of the Company as set forth herein and subject to limitations upon same, as set forth herein.

15.2 Entire Agreement; Amendments. This Agreement (and all agreements referred to herein) sets forth all the promises, covenants, agreements, conditions and understandings between the parties hereto, and supersedes all prior agreements, understandings, inducements or conditions,

expressed or implied, oral or written, except as herein contained. Except as otherwise expressly provided herein, no variations from, modifications of, amendments to or changes in this Agreement shall be binding upon any party hereto unless set forth in a document duly executed by a Majority in Interest of the Members. Upon such approval, any such amendment shall be binding upon and enforceable against all of the Members and Unit Holders.

15.3 Assignment. No party may assign or transfer his, her or its Units or Membership Interest or any other interest under this Agreement, or delegate his or its duties hereunder, except as expressly provided in Section 8 and otherwise provided herein.

15.4 Binding Effect. Subject to the restrictions on transfers and encumbrances set forth herein, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, legal representatives, successors and permitted assigns. Whenever a reference to any Member or Unit Holder is made in this Agreement, such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors and permitted assigns of such Member or Unit Holder.

15.5 No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

15.6 Multiple Copies or Counterparts of Agreement; Facsimiles. This Agreement (and any amendments to this Agreement) may be executed (including by way of e-signature or similar (including by way of DocuSign)) in one or more counterparts by the parties. All counterparts shall be construed together and shall constitute one agreement. Each counterpart shall be deemed an original hereof notwithstanding less than all of the parties may have executed it. The delivery of an executed counterpart by facsimile or other means of electronic transmission (such as the delivery of a "pdf" copy by e-mail delivery) shall constitute the delivery of an originally executed counterpart.

15.7 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of the Agreement.

15.8 Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of Florida, excluding any conflict-of-laws rule or principle that might refer the governance of the construction of this Agreement to the law of another jurisdiction.

15.9 Further Assurances. The parties hereto agree that they will execute and deliver such further instruments and do such further acts and things as may be reasonably required to carry out the intent and purposes of this Agreement.

15.10 Litigation. The Board shall defend and prosecute such legal or equitable actions as it deems necessary to enforce or protect the interests of the Company (and not any individual Member), and such expense shall be an operating cost of the Company.

15.11 Attorneys' Fees. In the event any arbitration, litigation or controversy arises out of or in connection with this Agreement between or among the parties hereto, the prevailing party in such arbitration, litigation or controversy shall be entitled to recover from the other party or parties in such

arbitration, litigation or controversy all reasonable attorneys' fees, expenses and suit costs, including those associated with any post-judgment collection proceedings.

15.12 Remedies. Each party hereto recognizes and agrees that the violation of any term, provision or condition of this Agreement may cause irreparable damage to the other parties which may be difficult to ascertain, and that the award of any sum of damages may not be adequate relief to such parties. Each party, therefore, agrees that, in addition to the remedies available in the event of a breach of this Agreement, any other party shall have a right to equitable relief including, but not limited to, the remedy of specific performance.

15.13 Saving Clause; Nonwaivable Provisions.

(a) Any requirements imposed under applicable law, including but not limited to, the provisions of the Act, as in effect from time to time, shall, where inconsistent with any provision of this Agreement, be controlling and shall govern the rights among the parties hereto. Any such provisions under applicable law or regulation which supersede or invalidate any provision hereof shall not affect the validity of this Agreement, and the remaining provisions shall be enforced as if the invalid provision or provisions were deleted.

(b) Nothing contained in this Agreement shall be construed or so operate as to cause this Agreement to effect, cause, or result in any violation of any provision of the Act (including, without limitation, Section 605.0105 of the Act (or any successor statute or rule) relating to provisions of the Act that an operating agreement is prohibited from containing, and addressing certain provisions that an operating agreement is permitted to contain). Should any provision of this Agreement be interpreted as violating any provision of the Act, such provision shall not affect the other provisions hereof. In the event a court of competent jurisdiction finds that any provision of this Agreement violates any provision of the Act, then the parties hereto agree that such court is authorized to modify such provision(s) of this Agreement to comport with the intent of the parties and any rule of law that would render such provision(s) enforceable and valid to the greatest extent possible. If for any reason such court does not or may not do so, then this Agreement shall be construed in all respects as if such invalid or unenforceable provision(s) were omitted.

15.14 Venue. All parties agree that the mandatory, exclusive venue for any action directly or indirectly involving this Agreement in any way shall be Brevard County, Florida. All parties hereby waive venue in all other locations and all objections and defenses to personal jurisdiction in Brevard County, Florida.

15.15 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15.16 Construction Rules. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa, as the context may require. Titles of Sections are for convenience of reference only, and shall neither limit nor amplify the provisions of this Agreement itself. References in this Agreement to particular Sections are references to Sections of this Agreement unless otherwise specifically provided. The words "hereof," "herein," "hereto," "hereunder" and similar words shall

refer to this Agreement as a whole and not to any particular provision of this Agreement unless otherwise specifically provided.

15.17 Interpretation. The parties each acknowledge to the other that he, she or it has reviewed, or has had sufficient opportunity to review, this Agreement and its terms. The parties further acknowledge to each other that the terms of this Agreement are intended to express the mutual intent of the Members and the Company. Accordingly, the parties intend that a court or arbitration panel construing this Agreement shall not construe it more strictly against any of the parties hereto (whether by implication made against a party by virtue of such party being the drafter of any provision, or otherwise). Each Member represents and warrants to the other parties hereto that he, she or it has had this Agreement reviewed on his, her or its behalf by independent legal counsel of his, her or its own choosing, or has waived his, her or its right to do so.

15.18 Sole and Absolute Discretion. Except as otherwise provided in this Agreement, all actions which the Board or the Members may take and all determinations which the Board or the Members may make pursuant to this Agreement may be taken and made with respect to the sole and absolute discretion of the Board or the Members, as applicable.

15.19 Prior Acts. Each Member, including any Substituted Member, by becoming a Member, ratifies and agrees to be bound by all actions taken by the Board and the other Members of the Company prior to the date such person became a Member.

15.20 Representation. Each of the Members hereby acknowledges that GrayRobinson, P.A. and its attorneys (collectively, the "Firm") represent only the Company in connection with the preparation and consummation of this Agreement and the consummation of the transactions contemplated hereby. Each party hereto consents to the Firm's representation of the Company in connection with the preparation and consummation of this Agreement, the consummation of the transactions contemplated hereby, and the Company's conduct of its business and hereby waives any conflict of interest that exists or may result from such representation. Each party hereto other than the Company hereby acknowledges that it had been advised and is hereby advised to seek individual legal counsel to represent it with respect to this Agreement and the transactions contemplated hereby. Each party hereto other than the Company represents and warrants to the Company and the Firm that it has had this Agreement reviewed on its behalf by independent legal counsel of its choosing, or has waived its right to do so.

15.21 Counsel Review. Prior to executing this Agreement, each party is strongly urged to seek independent legal counsel to review this Agreement for such party. Execution of this Agreement by a party indicates that such party has had this agreement reviewed by independent legal counsel or has made an informed decision that such review was unnecessary.

15.22 Force Majeure. No party to this Agreement shall be responsible for damages to any other party to this Agreement to the extent that a breach of this Agreement (or failure to perform) by such party is due to an act of God, strike or other labor dispute, war, terrorist activity, riot, civil disorder, embargo, pandemic, fire, flood, illness, injury or any other event beyond the reasonable control of such party (collectively, "Force Majeure"). During any delay in performance due to an event of Force Majeure, the parties shall use reasonable efforts and due diligence to resolve the cause of the delay and to minimize the effects thereof and reschedule any event/activation/obligation. If any of the obligations of any of the parties is hindered or prevented, in whole or in substantial part, because

of a Force Majeure event, then all other obligations of the parties shall continue to the extent not affected by the Force Majeure event. Delays or non-performance excused by this provision shall not excuse performance of any other obligation which is outstanding at the time of occurrence.

15.23 Public Records and Government in the Sunshine. The Board and PRO Oncology shall work in good faith to cause the Company to: (i) keep and maintain public records that ordinarily and necessarily would be required by PRO Oncology or any equity holder of PRO Oncology (including, without limitation, NBMS) to be maintained, (ii) provide the public with access to public records on the same terms and conditions that PRO Oncology or any equity holder of PRO Oncology (including, without limitation, NBMS), would provide the records and at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by Law; (iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (iv) meet all requirements for retaining public records and transfer to PRO Oncology or any equity holder of PRO Oncology (including, without limitation, NBMS), at no cost to PRO Oncology or any equity holder of PRO Oncology (including, without limitation, NBMS), all public records in possession of the Company upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; provided, however, that all records being transferred to PRO Oncology or any equity holder of PRO Oncology (including, without limitation, NBMS) pursuant to the foregoing which are stored electronically must be provided to PRO Oncology or any equity holder of PRO Oncology (including, without limitation, NBMS) in a format that is compatible with the information technology systems of NBMS and each such equity holder. In addition, the Board and PRO Oncology shall work together, in good faith, to provide the public with the right of access to governmental proceedings as required by the Government in the Sunshine Law (Section 286.011, Florida Statutes), including but not limited to (i) providing access to meetings of the Board, committees of the Board, or commissions of the Company, as required, (ii) ensuring that reasonable notice is given to the public of such meetings, and (iii) ensuring that minutes of the meetings are taken and promptly recorded and made available to the public, as required. IF THE COMPANY OR PRO ONCOLOGY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PRO ONCOLOGY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT OR THE COMPANY, CONTACT PMC'S CUSTODIAN OF PUBLIC RECORDS AT:

George Mikitarian, PHD President and CEO
Parrish Medical Center
951 N Washington Avenue
Titusville Fl 32796
321-268-6100
George.Mikitarian@parrishmed.com

15.24 Beneficial Ownership Reporting. Each Member, Manager and Board Appointed Officer (each, a "Beneficial Owner"), if a Beneficial Owner (as defined in the CTA), covenants and agrees to (a) promptly provide to the Company (upon the Company's written request at any time and from time to time) any information that the Company deems necessary or advisable to obtain from such Beneficial Owner in order for the Company to comply with the CTA, including (without limitation) any required personal identifying information and "acceptable identification document"; (b) notify the Company of any inaccuracy in or to any information provided by such Beneficial Owner

to the Company in order for the Company to comply with the CTA; and (c) notify the Company of any amendment, modification, supplement, or other change in or to information provided by such Beneficial Owner to the Company in order for the Company to comply with the CTA.

15.25 Affidavits.

(a) As required by Section 787.06(13), Florida Statutes, relating to human trafficking as defined therein, ROP, as a contracting party with a governmental entity, hereby covenants and agrees to execute an affidavit in substantially the form attached hereto as Exhibit F (the "ROP Affidavit"), and timely deliver the ROP Affidavit to the Company and PRO Oncology, concurrently with ROP's execution of this Agreement.

(b) As required by Section 787.06(13), Florida Statutes, relating to human trafficking as defined therein, the Company, as a contracting party with a governmental entity, hereby covenants and agrees to execute an affidavit in substantially the form attached hereto as Exhibit G (the "Company Affidavit"), and timely deliver the Company Affidavit to PRO Oncology, concurrently with the Company's execution of this Agreement.

(c) As required by Section 787.06(13), Florida Statutes, relating to human trafficking as defined therein, each Person that agrees to be bound by the provisions of this Agreement effective on any date after the Effective Date by their execution of a Joinder or any other document, as a contracting party with a governmental entity, hereby covenants and agrees to execute an affidavit in substantially the form attached hereto as Exhibit H or in such comparable form as may be requested by the Board (the "Other Contracting Party Affidavit"), and timely deliver the Other Contracting Party Affidavit to the Company and PRO Oncology, concurrently with such Person's execution of such Joinder or other document agreeing to be bound by the provisions of this Agreement.

[Remainder of Page Intentionally Left Blank. Signature Page Follows]

IN WITNESS WHEREOF, the Company and its Members have executed this Agreement effective as of the day and year first above written.

THE COMPANY:

PARRISH RADIATION ONCOLOGY, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

MEMBERS:

PRO ONCOLOGY, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

RADIATION ONCOLOGY PARTNERS, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A
TO
OPERATING AGREEMENT
OF
PARRISH RADIATION ONCOLOGY, LLC

Members, Member Addresses,
Number of Units, Percentage Interests,
Capital Contributions and Unreturned Capital

As of: August 1, 2025

Member Name	Member Address	Number of Units	Percentage Interest	Capital Contributions	Unreturned Capital
PRO Oncology, LLC	951 North Washington Ave. Titusville, FL 32796	800 Units	80.00%	$1,108,662.00*	$1,108,662.00*
Radiation Oncology Partners, LLC	2235 Langley Circle Orlando, FL 32835	200 Units	20.00%	$ 0/00**	$ 0.00**
	TOTAL	1,000 Units	100.000%	$1,108,662.00**	$1,108,662.00**

* The initial Capital Contributions made by PRO Oncology consists of the Equipment. The Members and the Company hereby acknowledge and agree that the estimated fair market value of the Equipment is equal to the dollar amount of PRO Oncology's Initial Capital Contribution as set forth above.

** The initial Capital Contributions required to be made by ROP may not have been fully made by ROP as of the Effective Date, in which case only the amount of such initial Capital Contribution actually made by ROP as of the Effective Date are treated as "Capital Contributions" and "Unreturned Capital" of ROP as of the Effective Date, and this Exhibit A shall be amended to reflect any additional initial Capital Contributions made by ROP after the Effective Date if and when made by ROP.

EXHIBIT B
TO OPERATING AGREEMENT OF
PARRISH RADIATION ONCOLOGY, LLC

EQUIPMENT

Oncology Equipment

HAI #	Proj	AssetID	Asset Class	Asset Description	Date	Historical Cost	Fair Market Value Installed as of: 5/31/2025
13	SCCC2015	51OS0044	Furniture and Fixtures	RADIATION PHYSICIAN OFF. DESKS	2015	7,610	2,830
20	SCCC2015	51OS0077	Furniture and Fixtures	15 WOOD LOBBY GUEST CHAIRS (2)	2015	651	231
26	SCCC2015	51OS0095	Furniture and Fixtures	24 GUEST EXAM ROOM CHAIRS (2)	2015	316	148
29	SCCC2015	51OS0117	Furniture and Fixtures	14 WOOD BACK CHECK OUT CHAIRS (3)	2015	630	272
38	SCCC2015	51OS0163	Furniture and Fixtures	7 LOBBY END TABLES (2)	2015	606	260
40	SCCC2015	51OS0181	Furniture and Fixtures	5 RADIOLOGY OFFICE CHAIRS (4)	2015	1,480	632
41	SCCC2015	51OS0184	Furniture and Fixtures	5 BLOOD DRAW CHAIRS (1)	2015	346	208
59	SCCC2015	51OS0232	Furniture and Fixtures	3 OFFICE CHAIRS (3)	2015	1,200	350
71	SCCC2015	51OS0279	Furniture and Fixtures	BOOKCASE	2015	860	220
72	SCCC2015	51OS0280	Furniture and Fixtures	BOOKCASE	2015	860	220
75	SCCC2015	51OS0284	Furniture and Fixtures	2 BOOKCASES (2)	2015	830	200
77	SCCC2015	51OS0292	Furniture and Fixtures	2 OFFICE CHAIRS (1)	2015	335	110
81	SCCC2015	51OS0307	Furniture and Fixtures	4 DRAWER FILING CABINET (3)	2015	495	188
83	SCCC2015	51OS0314	Furniture and Fixtures	2 PNEUMATIC HEIGHT STOOLS (2)	2015	630	190
84	SCCC2015	51OS0319	Furniture and Fixtures	2 PNEUMATIC HEIGHT STOOLS (1)	2015	305	90
91	SCCC2015	51OS0355	Furniture and Fixtures	STORAGE CABINET	2015	470	170
94	SCCC2015	51OS0372	Furniture and Fixtures	STORAGE CABINET	2015	400	150
102	SCCC2015	51OS0406	Furniture and Fixtures	TABLE	2015	310	110
125	21999M412	61600131	Furniture and Fixtures	RECLINERS(25), NEMSCH. CONSOUL (3)	2022	10936	9828
139	SCCC2015	51OS0002	Medical Equipment	VARIAN TRILOGY MACHINE	2015	780000	207000
140	SCCC2015	51OS0009	Medical Equipment	VARIAN MEDICAL EQUIPMENT	2015	107860	28600
141	SCCC2015	51OS0023	Medical Equipment	VARIAN TRILOGY MACHINE	2015	22360	5930
144	SCCC2015	51OS0070	Medical Equipment	TRILOGY COUCH TOP UPGRADE	2015	5470	1410
147	SCCC2015	51OS0122	Medical Equipment	SUN NUCLEAR EQUIPMENT	2015	2740	730
151	SCCC2015	51OS0177	Medical Equipment	HOT LAB EQUIPMENT	2015	1,930	630
156	SCCC2015	51OS0259	Medical Equipment	SUN NUCLEAR MEDICAL EQUIPMENT	2015	970	260
161	SCCC2015	51OS0418	Medical Equipment	SHILDED SYRINGE	2015	290	90
165	SCCC2015	51OS0528	Medical Equipment	1 DOSE READER	2015	120	35
192	19526O001	52600231	Medical Equipment	CT SCANNER,PHILIPS DS BIG BORE	2019	348,706	201,000
193	19526O001	52600232	Medical Equipment	RENOV. & FURN - BORE CT SCAN	2019	40,395	23,300
194	20526O026	52600233	Medical Equipment	BEAM SCAN SYS., IC PROFILER	2019	37,109	21,400
196	18526R334	52600243	Medical Equipment	LINAC UPGRAGE, VARIAN	2020	532,155	355,000
293	15526R054	52600224	Software	SFTWR UPGRD,VARIAN TRILOGYIMRT	2015	37,610	8,270
296	20526O031	52600235	Software	SW, SUNCHECK FOR LINACC	2020	20,969	11,600
297	20526O031	52600236	Software	SW, SUNCHECK FOR LINACC	2020	20,969	11,600
298	18526R334	52600275	Software	LINAC SW UPGD,IDENTIFY/ECLIPSE	2022	218,826	150,000
299	22526O803	52600270	Software	WIN10 UPGRADE, BIG BORE CT DS	2022	95,394	65,400
					Grand Total	**$2,303,143**	**$1,108,662**

EXHIBIT C
TO OPERATING AGREEMENT OF
PARRISH RADIATION ONCOLOGY, LLC

BOARD OF MANAGERS

Manager Name	Street Address
Christopher McAlpine	951 North Washington Ave. Titusville, FL 32796
Michael Moehring	951 North Washington Ave. Titusville, FL 32796
Matthew Graybill	951 North Washington Ave. Titusville, FL 32796
David Diamond, MD	2235 Langley Circle Orlando, FL 32835
Vikram Saini, JD	2235 Langley Circle Orlando, FL 32835

EXHIBIT D
TO OPERATING AGREEMENT OF
PARRISH RADIATION ONCOLOGY, LLC

BOARD OF MANAGERS – ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS

In accordance with the terms of the Operating Agreement of Parrish Radiation Oncology, LLC, dated as of August 1, 2025 (the "Operating Agreement"), the undersigned Manager has been appointed to the Board effective as of the ____ day of _____, 20___.

By his/her/its signature below, the undersigned Manager acknowledges receipt of a copy of the Operating Agreement, and agrees, as a condition of the retention of the undersigned position as a Manager, to be bound by all of the terms and conditions set forth in the Operating Agreement, including, without limitation, (1) each of the restrictive covenants set forth in Section 13 of the Operating Agreement, as though each reference therein to the term "Covenanting Member" were substituted with the term "Manager", and the Covenant Period with respect to such Manager meant the period during which such Person is a Manager and the twenty-four (24) month period commencing on the date that such person ceased to be a Manager; and (2) each of the covenants set forth in Section 15.24 of the Operating Agreement.

Manager: _____
Printed Name: _____
Address: _____
_____
Signature: _____
Signed and agreed to as of this ____ day of _____, 20___

Manager: _____
Printed Name: _____
Address: _____
_____
Signature: _____
Signed and agreed to as of this ____ day of _____, 20___

Manager: _____
Printed Name: _____
Address: _____
_____
Signature: _____
Signed and agreed to as of this ____ day of _____, 20___

Manager: _____
Printed Name: _____
Address: _____
_____
Signature: _____

Signed and agreed to as of this ____ day of _____, 20___

Manager: _____
Printed Name: _____
Address: _____
_____
Signature: _____
Signed and agreed to as of this ____ day of _____, 20___

EXHIBIT E
TO OPERATING AGREEMENT
OF
PARRISH RADIATION ONCOLOGY, LLC

BOARD EXCLUSIVE DECISIONS

Notwithstanding any other provision of the Operating Agreement of PARRISH RADIATION ONCOLOGY, LLC, dated effective as of August 1, 2025, of which this Exhibit is a part (the "Operating Agreement"), neither the Company, the Center Manager, any Manager, any Board Appointed Officer, nor any employee of the Company may take any action or incur any obligation binding on the Company within the scope of any of the actions or decisions listed below (each a "Board Exclusive Decision") unless and until the Board Exclusive Decision has been approved by the Board. Capitalized terms used in this Exhibit but not defined herein shall have the meaning ascribed to them in the Operating Agreement.

(a) do any act in contravention of the Operating Agreement or applicable law;

(b) file a voluntary petition or otherwise initiate proceedings (x) to have the Company adjudicated insolvent or, (y) seeking an order for relief of the Company as debtor under the United States Bankruptcy Code (11 U.S.C. §§ 101 et seq.); file any petition seeking any composition, reorganization, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy laws or any other present or future applicable federal, state or other statute or law relative to bankruptcy, insolvency, or other relief for debtors with respect to the Company; or seek the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Company or of all or any substantial part of the Company Property, or make any general assignment for the benefit of creditors of the Company, or admit in writing the inability of the Company to pay its debts generally as they become due, or declare or effect a moratorium on the Company's debt or take any action in furtherance of any proscribed action;

(c) confess to judgment against the Company;

(d) sell, transfer or otherwise dispose of all or substantially all of the Company Property;

(e) mortgage, encumber, or grant a security interest in any of the Company Property;

(f) amend the Operating Agreement or the Articles, including an amendment, the effect of which would be to cause the Company to be taxable as a corporation or to be treated as an association taxable as a corporation for federal income tax purposes;

(g) dissolve or terminate the Company;

(h) consummate a merger, consolidation, reorganization or other business combination of the Company with another Person, regardless of whether the Company is the surviving entity in the transaction;

(i) permit the Transfer by any Member of all or any part of its Units and/or Membership Interest other than a Permitted Transfer;

(j) except for any Deficit Loan, incur any third party indebtedness on behalf of the Company (other than ordinary course trade indebtedness) or cause the Company to guaranty any indebtedness;

(k) admit new Members or, except as provided in Section 3.2(d) of the Operating Agreement, issue any new Units or Membership Interest;

(l) redeem, purchase or otherwise acquire any Units or Membership Interest;

(m) effect any distribution of any Company Assets;

(n) materially amend, modify, waive, consent, approve, terminate or make any other material decision affecting or relating to the Management Services Agreement, any Equipment Lease Agreement, or the Real Property Lease Agreement;

(o) do any act that would make it impossible to carry on the ordinary business of the Company;

(p) except for any Deficit Loan, cause the Company to enter into any agreement or contract, or series of related agreements or contracts, pursuant to which Company could be required to sell, transfer or convey assets or make expenditures with a value in excess of One Hundred Fifty Thousand Dollars ($150,000);

(q) cease the operation of, or substantially change, modify or expand, the Business or transfer any part of the Business to any other entity;

(r) consummate any single loan or advance, or series of related loans or advances, by the Company to any third party or any Member or Affiliate of a Member;

(s) take any action resulting in a guaranty by any Member;

(t) form any subsidiary or otherwise obtain any ownership interest in another entity;

(u) except as provided in Section 3.2(d) of the Operating Agreement, change the Percentage Interest held by any Member; and/or

(v) do any other matters expressly set forth in the Operating Agreement as requiring the consent, vote or approval of the Board.

EXHIBIT F
TO OPERATING AGREEMENT
OF
PARRISH RADIATION ONCOLOGY, LLC

ROP AFFIDAVIT

NONGOVERNMENTAL ENTITY
HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

I, the undersigned, am an officer or representative of Radiation Oncology Partners, LLC, a Florida limited liability company ("ROP"), and attest that ROP does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

Print Name:_____
Title:_____
Signature:_____
Date:_____

Radiation Oncology Partners, LLC,
a Florida limited liability company

By: _____
Print Name: _____
Print Title: _____

EXHIBIT G
TO OPERATING AGREEMENT
OF
PARRISH RADIATION ONCOLOGY, LLC

COMPANY AFFIDAVIT

NONGOVERNMENTAL ENTITY
HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

I, the undersigned, am an officer or representative of Parrish Radiation Oncology, LLC, a Florida limited liability company ("PRO"), and attest that PRO does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

Parrish Radiation Oncology, LLC,
a Florida limited liability company

By: _____
Print Name: _____
Print Title: _____

EXHIBIT H
TO OPERATING AGREEMENT
OF
PARRISH RADIATION ONCOLOGY, LLC

OTHER CONTRACTING PARTY AFFIDAVIT

NONGOVERNMENTAL ENTITY
HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

I, the undersigned, am an officer or representative of _____, a _____ ("_____"), and attest that _____ does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

_____,
a _____

By: _____
Print Name: _____
Print Title: _____

SCHEDULE 13.1
EXISTING FROP PATIENTS

EXHIBIT “F”

[ATTACH MANAGEMENT SERVICES AGREEMENT]

MANAGEMENT SERVICES AGREEMENT

THIS MANAGEMENT SERVICES AGREEMENT (the "Agreement") is made effective the 1st day of October, 2025 (hereinafter, "Effective Date") by and between PARRISH RADIATION ONCOLOGY, LLC, a Florida limited liability company ("JV Company"), and RADIATION ONCOLOGY PARTNERS, LLC, a Florida limited liability company (hereinafter, "Management Company").

Background

A. Management Company has expertise in the operation of radiation oncology and radiation oncology therapy related medical services, provides billing, management, operational, and other consulting services uniquely suited to and designed for the efficient operation of radiation oncology medical services, and has adequate facilities and personnel required for the provision of such services.

B. JV Company subleases a portion of the building known as the "Parrish Oncology Center" located at 490 N. Washington Avenue, Titusville, Florida 32797 (the "Building"), with the subleased premises more particularly shown on Exhibit A (collectively, the subleased portions of the Building shall be referred to as the "Radiation Oncology Center").

C. JV Company desires to utilize the comprehensive management and consulting services of Management Company, as well as Clinical Professional Personnel of the Management Company in the conduct of the Radiation Oncology Center's business, and Management Company desires to be so utilized.

D. The parties acknowledge that the management fee compensates Management Company for a comprehensive suite of operational, compliance, staffing, and financial services which, collectively, are designed to enhance the performance and regulatory adherence of the Radiation Oncology Center. This structure promotes alignment of financial outcomes.

NOW THEREFORE, subject to the terms and conditions, and in consideration of the mutual promises and covenants, herein contained, JV Company and Management Company agree as follows:

ARTICLE 1
RELATIONSHIP BETWEEN MANAGEMENT COMPANY AND JV COMPANY

1.1 Engagement. Subject to the terms, provisions, and conditions set forth in this Agreement, and in consideration of the duties, covenants, and obligations of the parties as set forth herein, JV Company hereby appoints Management Company as its agent with respect to the management of the day-to-day operations of the Radiation Oncology Center, and grants to Management Company the power and authority to provide the comprehensive management and personnel staffing services for the Radiation Oncology Center set forth in this Agreement and in Exhibit B (the "Management Services"), upon the terms and conditions set forth in this Agreement. The Management Company shall also employ the physician clinic providers who are qualified

radiation oncologists and will provide radiation oncology services at the Radiation Oncology Center (herein called Physician Clinical Providers). North Brevard Medical Support, Inc. ("NBMS") and/or North Brevard County Hospital District dba Parrish Medical Center (the "District") will employ all other employees necessary for the operation of the Parrish Oncology Center as mutually agreed by Management Company, the District, NBMS, and JV Company (including but not limited the Center Manger). In addition, Management Company may contract with a Medical Physicist Group and Medical Dosimetrists Group to provide a qualified medical physicist and qualified medical dosimetrist to optimize patient outcomes. JV Company agrees that it will in good faith, at any time, at the request of Management Company, execute and deliver to Management Company all other documents and instruments necessary to vest in Management Company authority required to perform the duties required under this Agreement. Material changes to this Agreement, including modifications to Exhibit B, shall be approved by a Supermajority in Interest of the Members of JV Company, in accordance with JV Company's Limited Liability Company Operating Agreement (the "Operating Agreement").

1.2 Authority Related to Management of the Radiation Oncology Center. Management Company will have such operating and management authority over the functions of the Radiation Oncology Center as are defined herein in Article 2 and in Exhibit B, subject at all times to the ultimate operating and management authority of JV Company. Nothing contained in this Agreement shall be construed to abrogate the ultimate authority of JV Company over the management and operations of the Radiation Oncology Center, and JV Company shall retain authority and exercise control over the business of the Radiation Oncology Center, in accordance with JV Company's Articles of Organization and Operating Agreement.

ARTICLE 2
RIGHTS AND RESPONSIBILITIES OF MANAGEMENT COMPANY

2.1 Management Services. The intentions of the parties in entering into this Agreement are that Management Company assist JV Company in managing and supervising the Radiation Oncology Center and the services provided to the Radiation Oncology Center's patients; provided, however, that JV Company shall remain ultimately responsible for all patient care and other clinical activities of the Radiation Oncology Center. All services provided to patients of the Radiation Oncology Center shall be provided in accordance with a plan of care established by the patient's physician in conjunction with the Radiation Oncology Center's staff, and others involved in the patient's care. During the Term, Management Company agrees to provide the Management Services. Management Company agrees that the Management Services will be provided in accordance with all federal, state, and local laws, rules, and regulations, and all requirements of third-party payors, specifically applicable to the provision of such Management Services as reflected in this Agreement. To ensure that JV Company retains ultimate authority for the Radiation Oncology Center, JV Company may monitor Management Company in its provision of Management Services to JV Company. In accordance with Section 3.1 of this Agreement, JV Company shall have the right to inspect books and records maintained by the Management Company regarding the Radiation Oncology Center's operations.

2.2 General Description of Services. During the Term and in the course of its management and operation of the Radiation Oncology Center, subject to the reimbursement provisions in Article 5, Management Company will have the following general rights and duties:

(a) Physician Personnel Services.

(i) Management Company shall provide the Radiation Oncology Center with all necessary human resource functions, including processing personnel files, tracking, and employee evaluations or contractor evaluations for all Physician Clinical Providers and for the medical physicist and medical dosimetrists controlled by the Management Company (collectively Clinical Professional Personnel) and for all Physician Clinical Providers who shall be employed by Management Company to provide services at the Radiation Oncology Center for optimal patient outcomes;

(ii) Management Company shall engage and furnish to the Radiation Oncology Center qualified Physician Clinical Providers and qualified medical physicist and qualified medical dosimetrist needed for the Radiation Oncology Center's operations and shall provide day-to-day direction, supervision, and administration of such Clinical Professional Personnel as are necessary and appropriate for the provision of radiation oncology medical services by the Radiation Oncology Center;

(iii) Management Company's duties shall also include, but not be limited to Clinical Professional Personnel assignments, establishment of wage or payment schedules and personnel policies for all Clinical Professional Personnel, establishment of hours and shifts, quality assurance standards, training, and other matters of supervision on a day-to-day basis for all Clinical Professional Personnel providing services at the Radiation Oncology Center;

(iv) Management Company shall be responsible for and shall pay directly all compensation related expenses of all Clinical Professional Personnel contracted by the Radiation Oncology Center, including (A) contract labor expenses (if applicable), salary and wage expenses, (B) the withholding and/or payment of income, social security, and other payroll-related taxes, and required employer contributions, (C) unemployment coverage, (D) workers' compensation insurance coverage and professional liability coverage with limits as provided herein, (E) reimbursement for reasonable and necessary business expenses, and (F) the provision of employee benefits, as the same are offered by Management Company from time to time, and those benefits paid or offered by JV Company. Management Company shall not be liable for any compensation-related expenses concerning periods prior to the Effective Date. Management Company shall also provide, or cause to be provided, any and all payroll processing, including processing of payroll taxes and filings as required by applicable law, for all Clinical Professional Personnel providing services at the Radiation Oncology Center; and

(v) To the extent required by law, all personnel performing "qualifying services" (as such term is described in the Centers for Medicare & Medicaid Services ("CMS") Conditions of Participation for Radiation Oncology found at 42 C.F.R. Subpart B Radiation Oncology Model) for the Radiation Oncology Center (i.e., clinical personnel) shall be considered contractors of the Radiation Oncology Center. Personnel who are not required by law to be

contractors of the Radiation Oncology Center may be employed by Management Company and the cost thereof shall be reimbursed by the Radiation Oncology Center to Management Company in accordance with Article 5.

(vi) Management Company shall not be responsible for and shall not pay employment related expenses for personnel providing services (other than the Clinical Professional Personnel) at the Radiation Oncology Center including A) contract labor expenses (if applicable), salary and wage expenses, (B) the withholding and/or payment of income, social security, and other payroll-related taxes, and required employer contributions, (C) unemployment coverage, (D) workers' compensation insurance coverage and professional liability coverage, (E) reimbursement for reasonable and necessary business expenses, and (F) the provision of employee benefits, as the same are offered by either NBMS or the District from time to time, and those benefits paid or offered by JV Company. The personnel (other than the Clinical Professional Personnel shall be employed by NBMS and/or the District and shall be assigned to the Radiation Oncology Center by such employer. Either NBMS and/or the District, as the case may be, shall have supervisory control over such personnel (other than Clinical Professional Personnel) and upon mutual agreement with Management Company shall have the ability to hire, reassign, or terminate any such personal (other than Clinical Professional Personal). NBMS and/or the District shall use its reasonable best efforts to work with Management Company to assure the smooth and efficient operation of the Radiation Oncology Center and optimal patient outcomes.

(b) Financial Operations. Management Company shall be responsible for overseeing and carrying out the Radiation Oncology Center's financial operations, including, without limitation, the following:

(i) All billing and collections for services provided by the Radiation Oncology Center during the Term shall be provided by Management Company. Management Company shall act under payment disposition instructions designated by JV Company from time to time, which instructions JV Company may modify or revoke at any time. Billings and collections shall be made in accordance with all laws, rules, regulations, and requirements that apply to the submitted claims;

(ii) The payment on behalf of the Radiation Oncology Center of all operating expenses and payables, including Clinical Professional Personnel salaries and payroll taxes to the vendors, contract parties, , and creditors incurred from and after the Effective Date. JV Company shall promptly forward to Management Company any bills, payables, invoices, or other documents relating to operations of the Radiation Oncology Center incurred during the Term including but not limited to the cost of personnel (other than the Clinical Professional Personnel) employed by NBMS or the District and assigned to the Radiation Oncology Center.;

(iii) Management Company may acquire in the Radiation Oncology Center's name, by purchase or otherwise, any personal property (such as clinical and office supplies and inventories, and additional office and therapeutic furniture and equipment which may be required in the future), intellectual property (such as software), or services required for the day-to-day operation of the Radiation Oncology Center;

(iv) All monies received from the operations of the Radiation Oncology Center shall be deposited in the Management Company's bank account designated pursuant to Section 2.4(b). Management Company shall disburse necessary funds for the payment of all costs, expenses, and expenditures provided for in this Agreement and for payment of the Management Reimbursement as described in Article 5;

(v) Management Company shall maintain such detailed revenue, expense, billing and collections, operating accounts, books, records, and reports as are required to account for the financial results and performance of the Radiation Oncology Center based on Management Company's established accounting and recordkeeping systems maintained in accordance with generally accepted accounting principles, consistently applied. Such books, records, and reports shall be made available to JV Company upon request; and

(vi) Management Company shall cause to be prepared all federal, state, municipal, and other tax returns that JV Company is required to file, subject to the approval of JV Company, and shall file with the appropriate taxing authorities all returns required to be filed by JV Company in a manner required for JV Company to be in compliance with any law governing the timely filing of such returns.

(c) Statements and Reports. Management Company shall deliver or cause to be delivered monthly and year-to-date financial statements and Management Company shall also provide other such information (including but not limited to drafts of any and all Federal, State, Municipal, and other tax returns the JV Company is required to file) reasonably requested by the members of JV Company, to the extent such information is customarily maintained and reported by Management Company.

(d) Legal Action. Management Company shall promptly provide to the Radiation Oncology Center, all necessary information to permit JV Company to institute, in its name and at the Radiation Oncology Center's expense, any and all legal actions or proceedings to collect charges, or other income due to the Radiation Oncology Center, or otherwise to take appropriate steps to protest and/or litigate in any appropriate court any final governmental or agency decision with respect to any violation, order, rule, or regulation affecting the Radiation Oncology Center.

(e) Response to Investigations and Inspections. One or more representatives of Management Company will respond in person to assist the Radiation Oncology Center, immediately upon notification of Management Company by JV Company or upon Management Company otherwise becoming aware of an inspection, survey, or investigation being conducted at the Radiation Oncology Center by any governmental, accrediting, or regulatory authority.

(f) Policies and Procedures. Management Company shall provide written operating policies and procedures to the Radiation Oncology Center covering all aspects of the Radiation Oncology Center's activities, including, without limitation, admissions, discharges, patient care services, expenditures, staffing, community education, and other functions customary to the operation of the Radiation Oncology Center. The policy and procedure manuals shall become the property of JV Company.

(g) Licensure and Certification. Management Company shall assist the Radiation Oncology Center in obtaining and maintaining its licenses and certifications in good standing throughout the Term. Management Company will serve as liaison with governmental agencies on certification and reimbursement issues. Management Company will establish procedures for the proper completion of all patient charts and the proper implementation of all other documentation necessary to obtain payments from third-party payors.

(h) Corporate Compliance. Management Company shall assist and provide all aspects of corporate compliance to and on behalf of the Radiation Oncology Center including ,but not limited to, compliance with all state and federal healthcare laws applicable to the Radiation Oncology Center, and compliance with operational requirements rules and regulations imposed by governmental entities including but not limited to the District.

2.3 Insurance. Management Company shall include JV Company as an "additional insured" under Management Company insurance policies, as an operating expense of the Radiation Oncology Center, as are reasonably required to operate and protect the Radiation Oncology Center, Management Company, and JV Company from liability arising out of the operation of the Radiation Oncology Center. Throughout the Term and for four (4) years thereafter, Management Company agrees to maintain the following minimum insurance coverage:

(a) general liability insurance of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the aggregate covering the operations and the premises used by the Radiation Oncology Center and its appurtenances,

(b) professional liability insurance coverage of Two Hundred Fifty Thousand Dollars ($250,000) per occurrence and Seven Hundred Fifty Thousand Dollars ($750,000) in the aggregate covering the operations and Clinical Professional Personnel and other medical personnel of the Radiation Oncology Center, and

(c) workers' compensation insurance, in a form and with coverage limits not less than as prescribed by the laws of the State of Florida, and employers' liability insurance in an amount equal to the greater of Two Million Dollars ($2,000,000.00) or the minimum amount required by law covering the Clinical Professional Personnel at the Radiation Oncology Center; and

(d) commercial automobile insurance with limits of not less than One Million Dollars ($1,000,000), such policy to include all owned, non-owned, and hired vehicles. All policies of insurance shall be with reputable and duly licensed insurance carriers approved by JV Company, and shall list the Radiation Oncology Center, JV Company, and Management Company as co-insureds thereon, as their respective interests may appear.

2.4 Operating Capital and Financing. Management Company will use reasonable efforts to secure adequate financing for the Radiation Oncology Center's operations.

(a) Management Company shall assume that the working capital and other day-to-day operating and capital needs of JV Company's business are adequate in accordance with normal business practices.

(b) Management Company is hereby authorized to make payment to itself of amounts reasonable and legally due to it from JV Company which are related to the operation of the Radiation Oncology Center as provided in this Agreement.

2.5 Budget.

(a) Not later than sixty (60) days prior to the end of each fiscal year (defined as beginning October 1 and ending September 30), Management Company shall prepare and deliver to JV Company and its members a proposed operating and capital budget for the following year that sets forth in reasonable detail the cost of all goods, services and capital items anticipated to be incurred in connection with the operation of Radiation Oncology Center (the "Budget"). As soon as practicable after any proposed Budget is delivered to JV Company and its members, but no later than fifteen (15) days after receipt by JV Company and its members, JV Company and its members shall provide Management Company with their comments in writing, and Management Company will consider JV Company's and such member's comments in good faith. If Management Company and JV Company and its members are unable to agree on a Budget for the next ensuing fiscal year, the Budget for the current year shall remain in effect until further agreement between Management Company and JV Company. Provided, however, for the period beginning on the October 1, 2025 Effective Date and ending on September 30, 2026, prior to the date hereof, the parties have agreed to the Budget for such period.

(b) Management Company and JV Company will meet at least monthly during each fiscal year in order to review Radiation Oncology Center's performance versus the Budget, as well as to review and discuss any material change of circumstance that may have occurred since the previous meeting between the parties that Management Company reasonably believes makes it necessary to change in any material respect any items in the Budget for such fiscal year. When practicable, the meetings shall be held in person at the location of the Radiation Oncology Center or another mutually agreeable location in North Brevard County, Florida, otherwise meetings shall be held by means of video call, conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Either party may call for a meeting in addition to the monthly meetings if a party believes a meeting is in order; provided that no party may call a meeting more than twice per month; and provided further that the parties may participate in non-monthly meetings by means of video call, conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Provided, the parties may agree in writing to meet less frequently (but not less than quarterly) after the initial twelve (12) months of the term of this Agreement.

ARTICLE 3
RIGHTS AND RESPONSIBILITIES OF JV COMPANY

3.1 Right of Inspection. The books and records of the Radiation Oncology Center shall be maintained by Management Company at the Radiation Oncology Center's principal place of

business. JV Company and its members shall have the right during business hours upon reasonable advance notice to Management Company to examine, inspect or make copies of books and records relating to the Radiation Oncology Center's business, but the same shall be done with as little disruption as possible. In the event that (a) any Member of JV Company is required under applicable law to respond to any inquiry by a third party concerning any payment or reimbursement made by JV Company to Management Company hereunder, or (b) any Member desires substantiation of any such payment or reimbursement, Management Company shall cooperate with all reasonable requests of such Member, including by providing such Member and its representatives with access to all information concerning such payments or reimbursements as may be reasonably requested by such Member.

3.2 Cooperation with Management Company.

(a) JV Company hereby appoints Management Company (and its billing and collections agents) as its true and lawful agent, and authorizes Management Company to bill, collect, demand, and accept on behalf of the Radiation Oncology Center all amounts which become due, owing, or payable to the Radiation Oncology Center from any organization, entity, or individual, including all federal health care programs, for services rendered by or under the supervision of the Radiation Oncology Center, and to effect receipts, releases, and discharges for such amounts and collection of such amounts for each fiscal year beginning October 1 2025;

(b) Fees and Charges for all services provided at the Radiation Oncology Center shall be established by the Management Company subject to the approval of the JV Company which approval shall not be unreasonably withheld.

(c) JV Company will reasonably cooperate with Management Company's quality assurance, peer review and patient satisfaction activities.

(d) JV Company agrees that it will in reasonably good faith at the reasonable request of Management Company, execute and deliver to Management Company all other instruments necessary to vest in Management Company the authority required to perform the duties required under this Agreement.

3.3 Notification of Inspections by Regulatory Authorities. Each party hereto shall promptly notify the other upon the appearance on the Radiation Oncology Center's premises of any governmental authorities, or of any other persons authorized by any governmental agency, or of any other oral or written request for investigation, for the purposes of conducting an inspection, survey, audit, or investigation of the Radiation Oncology Center and/or its operations.

3.4 Non-Disclosure.

(a) Each party acknowledges that it will have access to certain trade secrets and confidential and proprietary information which is exclusively the property of the other, including, without limitation, documents, recordings, photographs, policies, procedures, forms, patient/customer/client lists, public relations and employee training materials, or any other "trade secret" as defined by law.

(b) Except as otherwise required by law, including but not limited to those laws referenced in section 3.4(d) below, JV Company and Management Company agree that they will not, directly or indirectly, (i) during the Term, divulge to any person, or use for its own benefit, any confidential or proprietary information of the other party or (ii) at any time divulge to any person, or use for its own benefit, any trade secrets of the other party for so long as such trade secret constitutes a trade secret under applicable law

(c) JV Company and Management Company hereto agree that. except as otherwise required by Florida law, including but not limited to the laws referenced in Section 3.4(d) below, a breach of the provisions of this Section 3.4 will result in irreparable injury to the other party and therefore agree and understand that the other party may seek injunctive relief to prevent disclosure of any information subject to this Agreement.

(d) If requested by legal process to disclose any information constituting any of Management Company's confidential or proprietary information, JV Company shall promptly give notice of such request to Management Company so that Management Company may, in is sole cost and expense, seek an appropriate protective order or, in the alternative, waive compliance to the extent necessary to comply with such request if a protective order is not obtained. If a protective order or waiver is granted, JV Company may disclose such information only to the extent required by such court order or to the extent permitted by such waiver. Management Company acknowledges that one of the members of JV Company, PRO Oncology, LLC an affiliate of NBMS is considered a quasi-governmental agency of the State of Florida and that, as such, information disclosed to JV Company or by JV Company to PRO Oncology, LLC, or NBMS may be subject to disclosure pursuant to Article I, Section 24 of the Florida Constitution and Chapter 119, *Florida Statutes*; provided, however, PRO Oncology, LLC, and NBMS agree to provide reasonable advance written notice to Management Company prior to disclosure of any of Management Company's or JV Company's information pursuant to the provisions of this sentence. Management Company or JV Company, as the case may be, shall be required to give notice to PRO Oncology, LLC, and NBMS to assert confidentiality under applicable law with respect to any proprietary or confidential information sought to be disclosed by PRO Oncology, LLC, and NBMS and the basis therefore within five (5) business days following receipt from PRO Oncology, LLC, and NBMS of its intent to disclose such confidential information. Management Company further acknowledges that PRO Oncology, LLC, and NBMS takes the position that all meetings of its board of directors are open to the public pursuant to Section 286.001, *Florida Statutes*, and Article I, Section 24 of the Florida Constitution, and that PRO Oncology, LLC, and NBMS conducts its meetings accordingly.

(e) The provisions of this Section 3.4 shall survive the termination of this Agreement.

ARTICLE 4
BOOKS AND RECORDS

4.1 Books and Records. Management Company shall have the responsibility to supervise and direct the keeping of full and accurate books of account and such other records as

may be necessary or appropriate in order to accurately reflect the results of the operation of the Radiation Oncology Center, which shall be made available to JV Company upon request.

4.2 Access to Books and Records.

(a) If this Agreement is determined to be a contract within the purview of Section 1861(v)(1) of the Social Security Act and regulations promulgated in implementation thereof, Management Company shall, until the expiration of four (4) years after the furnishing of the Management Services, upon proper written request and prior written consent of JV Company, allow the Comptroller General of the United States, the Secretary of the Department of Health and Human Services, and their duly authorized representatives access to this Agreement and Management Company's books, documents, and records necessary to certify the nature and extent of costs of the Management Services provided hereunder.

(b) The provisions of this Section 4.2 shall survive the expiration or any termination of this Agreement.

ARTICLE 5
MANAGEMENT COMPANY REIMBURSEMENT

5.1 JV Company shall reimburse Management Company for all Direct Costs incurred by Management Company in providing the Management Services hereunder (the "Management Reimbursement"). "Direct Costs" shall mean all expenses incurred and paid by Management Company in providing the Management Services that are directly attributable to the Radiation Oncology Center, including, without limitation, actual expenditures related to the Clinical Professional Personnel and actual expenditures directly related to the Radiation Oncology Center's operations actually paid by the Management Company (e.g., leases or subleases of space and equipment, travel, supplies, utilities, telephone, internet, marketing, advertising, equipment, supplies, taxes, insurance, and other costs customarily incurred by radiation oncology centers). In addition, to reimbursement of Direct Costs, Management Company shall be entitled to a fixed management fee equal to 2.5% of the gross cash collections which are defined as "total cash collections net of refunds, returns, adjustments, and fees charged by the billing company each month". Provided, however, Indirect Costs of the Management Company shall not be charged to the Radiation Oncology Center.

5.2 The fixed management fee described herein shall be calculated monthly based on actual gross cash collections that month and paid by JV Company to Management Company no later than the fifteenth (15th) calendar day of the following month mutually agreed-upon electronic payment method. Management Company shall deliver to JV Company no later than the fifth day of such month a monthly invoice accompanied by a written reconciliation report setting forth:

(a) Gross collections for the applicable month

(b) Any refunds, returns, adjustments, or billing company fees deducted

(c) The resulting net amount subject to fee calculation

(d) A calculation of the 2.5% fixed management fee

5.3 Both parties shall maintain accurate records relevant to this calculation, and each shall have the right to inspect, audit, and verify the other's applicable financial data upon reasonable notice and during normal business hours. Such access shall be granted no more than once per quarter for each fiscal year beginning October 1 and ending September 30, unless otherwise mutually agreed. Should any material discrepancy arise, both parties agree to work in good faith to resolve the material discrepancy within fifteen (15) business days of notice of such material discrepancy. Material discrepancies that remain unresolved may be referred for mediation in accordance with Section 9.19 of this Agreement. All such audit rights shall survive for a period of two (2) years following the date of calculation and if this Agreement is terminated, the termination date of this Agreement. A material discrepancy is a discrepancy that results in a change in the Management Fee of more than Two Hundred Fifty dollars ($250) per month.

5.4 To ensure transparency and continued alignment with fair market value, the fixed management fee of 2.5% of gross collections, as described in Section 5.1, shall remain in effect for the initial two (2) years following the Effective Date of this Agreement. At the conclusion of this two-year period, both parties shall jointly conduct a good faith evaluation of the management services, including a financial and operational review, to assess the appropriateness of the fixed fee structure. If warranted, the parties shall engage an independent third-party consultant to determine the fair market value (FMV) of such services. Any necessary fee adjustment shall be implemented prospectively, subject to mutual agreement and documented via written amendment to this Agreement.

ARTICLE 6
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ARTICLE 7
TERM AND TERMINATION

7.1 Term. The initial term of this Agreement (the "Initial Term") shall commence on the Effective Date, and, unless sooner terminated pursuant to this Article 7, shall remain in effect until the fifth (5th) anniversary of the Effective Date. Upon the expiration of the Initial Term, this Agreement will be automatically extended for successive additional periods of five (5) years each (each, a "Renewal Term," and collectively the Initial Term and any Renewal Term(s) may be referred to herein as "Term"), unless either party gives written notice to the other of its intent to terminate this Agreement one hundred twenty (120) days prior to end of the then-effective Initial Term or Renewal Term, as applicable.

7.2 Termination. This Agreement shall terminate and, except as to liabilities, obligations, or claims of either party hereto which shall have accrued or arisen prior to such

termination or that expressly survive such termination, the obligations of the parties hereto with respect to this Agreement shall cease and terminate as follows:

(a) Termination by JV Company for Cause.

(i) This Agreement may be terminated by JV Company for cause in the event of a breach by Management Company of any material term or condition hereof and the failure of Management Company to institute reasonable action to cure such breach within fifteen (15) days following the receipt of written notice of such breach from JV Company to Management Company;

(ii) If Management Company shall (A) apply for or consent to the appointment of a receiver or trustee for the liquidation of all or a substantial part of its assets, (B) file a voluntary petition in bankruptcy, (C) make a general assignment for the benefit of its creditors, or (D) file a petition or answer seeking reorganization or arrangement with its creditors or to take advantage of any insolvency law, then JV Company shall immediately have the right, at JV Company's option, to terminate this Agreement upon five (5) days' written notice to Management Company; or

(iii) If a petition is filed by a creditor of Management Company alleging that Management Company is bankrupt or insolvent or requesting the appointment of a receiver or trustee, or seeking a liquidation of all or a substantial part of Management Company's assets, and such petition is not dismissed or stayed within sixty (60) days after the date of its filing, then JV Company shall immediately have the right, at JV Company's option, to terminate this Agreement upon five (5) days' written notice to Management Company.

(b) Termination by Management Company for Cause.

(i) If JV Company shall (A) apply for or consent to the appointment of a receiver or trustee for the liquidation of all or a substantial portion of its assets, (B) file a voluntary petition in bankruptcy, (C) make a general assignment for the benefit of its creditors, or (D) file a petition or answer seeking a reorganization or an arrangement with creditors or to take advantage of any insolvency law, then Management Company shall immediately have the right, at Management Company's option, to terminate this Agreement upon five (5) days' written notice to JV Company;

(ii) If a petition is filed by a creditor of JV Company alleging that JV Company is bankrupt or insolvent or requesting the appointment of a receiver or trustee, or seeking a liquidation of all or a substantial part of JV Company's assets, and such petition is not dismissed or stayed within sixty (60) days after the date of its filing, then Management Company shall immediately have the right, at Management Company's option, to terminate this Agreement upon five (5) days' written notice to JV Company;

(iii) If JV Company shall fail to keep, observe, or perform any material covenant, agreement, term, or provision of this Agreement, including the payment of the Management Reimbursement, and if such default shall continue for a period of fifteen (15) days

after written notice thereof by Management Company to JV Company, then in such event Management Company may terminate this Agreement, at Management Company's option, at any time thereafter while such default continues upon written notice from Management Company to JV Company;

(iv) If JV Company's license or provider agreements are at any time suspended, terminated, or revoked and such suspension, termination, or revocation shall continue unabated and in effect for a period of thirty (30) consecutive days, this Agreement may be terminated at Management Company's option, upon five (5) days' written notice from Management Company to JV Company; or

(c) Automatic Termination.

(i) If JV Company is dissolved, then this Agreement shall terminate as of the date of dissolution;

(ii) A party shall be deemed to have terminated this Agreement effective on the date on which (A) the party is excluded or debarred from participation in governmental payor programs or (B) the party is convicted of a felony related to health care fraud or federally funded health care program abuse; or

(iii) If the Management Company is no longer a member of JV Company, pursuant to JV Company's Operating Agreement or otherwise, then this Agreement shall terminate, as of the date on which the Management Company cease to be a member of JV Company; provided, however, that Management Company shall continue to provide the Management Services agreed upon hereunder until and through such date.

(d) Other Termination Rights. This Agreement may be terminated pursuant to the provisions of Section 9.12 herein.

ARTICLE 8
INDEMNIFICATION

8.1 Indemnification By Management Company. Management Company hereby agrees to defend, indemnify and hold JV Company, its members and their respective managers, members, officers, employees, shareholders, successors and assigns (the "JV Indemnified Parties") harmless, from and against any and all losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and related costs) that may be sustained or suffered by any JV Indemnified Party resulting from (a) Management Company's negligence or willful misconduct related to the management of the Radiation Oncology Center, or (b) any material breach by Management Company of any of its representations, warranties, covenants, obligations or duties under this Agreement.

8.2 Indemnification By JV Company. JV Company hereby agrees to defend, indemnify and hold Management Company, its respective managers, members, officers, employees, shareholders, successors and assigns (the "Management Indemnified Parties") harmless, from and against any and all losses, damages, costs and expenses (including, without limitation, reasonable

attorneys' fees and related costs) that may be sustained or suffered by any Management Indemnified Party resulting from (a) JV Company's negligence or willful misconduct related to the management of the Radiation Oncology Center, or (b) any material breach by JV Company of any of its representations, warranties, covenants, obligations or duties under this Agreement. Provided in no event shall PRO Oncology, LLC or NBMS have any liability in excess of the lessor of its investment in the joint venture or the limitation provided in the Florida Statutes for waiver of Sovereign Immunity by governmental entities found at section 768.28 Florida Statutes as if such waiver applied to this Agreement.

8.3 Continuing Effect. The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9
GENERAL PROVISIONS

9.1 Assignment. Neither party may assign this Agreement without prior written consent of the other party.

9.2 Notices. Any notice or other communication by either party to the other shall be given in writing and deemed to have been duly given when either delivered personally or mailed, postage prepaid, certified or registered mail, return receipt requested addressed as follows:

If to JV Company:
Parrish Radiation Oncology, LLC
490 N. Washington Avenue
Titusville, Florida 32797
Attention: Manager

With a copy to:
North Brevard Medical Support
951 North Washington Avenue
Titusville, Florida 32796
Attention: George Mikitarian,
Chief Executive Officer/President

If to Management Company:
Radiation Oncology Partners, LLC
2235 Langley Circle
Orlando, FL 32835
ATTN: David Diamond, M.D.

With a copy to:
VS Endeavors, LLC
2235 Langley Circle
Orlando, FL 32835
ATTN: Vikram Saini, JD

Either party hereto may, from time to time, change such party's address for receiving notices under this Agreement by giving written notice thereof to the other party.

9.3 No Partnership or Joint Venture. It is expressly acknowledged by the parties hereto that Management Company is an independent contractor and nothing in this Agreement is intended, nor shall it be construed, to create any employer/employee relationship, partnership, or a joint venture relationship between JV Company or its successors or assigns, on the one hand, and Management Company, its successors or assigns, on the other hand.

9.4 Modifications and Changes. This Agreement cannot be changed, modified, or amended except by an amendment to this Agreement or another agreement in writing signed by the parties hereto. Any material modifications to this Agreement, including changes to Exhibit B, shall be approved by a majority in Interest of the Members of JV Company, in accordance with the Operating Agreement.

9.5 Entire Agreement. This Agreement supersedes all of the understandings and agreements of whatsoever nature or kind existing between the parties with respect to the management of the Radiation Oncology Center, other than JV Company's Operating Agreement, and constitutes the entire agreement between the parties relating to the matters covered by this Agreement. No oral statements or prior written materials not specifically incorporated herein shall be of any force and effect.

9.6 Headings. Article and Section headings contained herein are for convenience of reference only, are not intended to define, limit, or describe the scope or intent of any of the provisions of this Agreement, to be considered in the interpretation of this Agreement. The headings of this Agreement shall not in any way limit the scope or modify the substance or context of any Sections of this Agreement.

9.7 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any action or proceeding arising out of or connected with this Agreement shall lie exclusively in the courts in and for Brevard County, Florida.

9.8 Future Contracts. If any new contract is negotiated between JV Company and Management Company relating to the Radiation Oncology Center, such new contract shall be effective only if set out in writing and duly executed by the parties hereto.

9.9 Force Majeure. No party shall be deemed to be in violation of this Agreement if it is prevented from performing or is hindered in its performance of any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes, shortages, pandemic, lack of JV Company's financial resources, or any statute, regulation, or rule of the federal, any state, or local government, or any agency thereof, now or hereafter in force.

9.10 Waiver. The failure on the part of any party to insist in any instance upon the strict observance by the other of any provision or term on this Agreement shall not be construed as a waiver of that or any other provision of this Agreement. The waiver by either party of a breach or

violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent or other breach hereof.

9.11 Counterparts and Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. An electronic signature shall be deemed an original signature for purposes of this Agreement and shall be given the same effect as if it were an original signature.

9.12 Fraud and Abuse/Stark Act. It is the intent and belief of the parties hereto that this Agreement complies with the Medicare/Medicaid anti-kickback and civil monetary penalties statutes and regulations promulgated thereunder. It is also the intent and good faith belief that this Agreement complies with the provisions of the Stark Law and does not in any manner violate said law. It is not a purpose of this Agreement to solicit or induce the referral of patients. The parties acknowledge that under this Agreement or any agreement between Management Company and JV Company, there is no payment to refer, recommend, or arrange, and no requirement for the referral, recommendation, or arrangement, for any items or services paid for by Medicare or Medicaid. Subsequent to the execution of this Agreement, should any provision of this Agreement be deemed by either party to be contrary to the provisions of such statutes and regulations or the continued lawful tax-exempt status of any member of JV Company, the parties agree to attempt in good faith to renegotiate the provision to the mutual satisfaction of the parties for a period of thirty (30) days. In the event the parties are not able to mutually agree on modification of the problematic provision, then either party may terminate this Agreement upon thirty (30) days' written notice to the other party, provided that, prior to exercising the termination right, the party wishing to terminate must obtain the opinion of a nationally recognized independent counsel which states that the provision in question could reasonably be deemed a violation of such statutes, regulations, or safe harbor provisions.

9.13 Limitation on Services Provided by Management Company. Notwithstanding anything contained herein to the contrary, Management Company shall have no responsibility to refer or to arrange for the referral of any patients to the parties to this Agreement, provided that, Management Company may devise and oversee a community education program which advises community members and health care professionals of the availability of services provided by the parties to this Agreement and educate the community concerning eligibility and access to the services thereof.

9.14 Non-Exclusion. Each of Management Company and JV Company hereby represents and warrants to the other that it or its employees (a) is not currently excluded from participation in any federal health care program as defined under 42 U.S.C. § 1320a-7b, (b) is not currently excluded, debarred, suspended, or otherwise ineligible to participate in federal procurement or non-procurement programs, or (c) has not been convicted of a criminal offense that falls within the scope of 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.

9.15 Invalid Provisions. If any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable for any reason or in any respect,

such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such provisions had never been contained herein.

9.16 No Third-Party Beneficiaries. The parties agree that this Agreement is entered into to benefit only Management Company and JV Company and is not entered into or intended for the benefit of any third persons. The parties agree that this Agreement shall not be construed as a third-party beneficiary contract.

9.17 No Rule of Construction. The parties acknowledge that this Agreement was initially prepared by NBMS solely as a convenience and that all parties (including the owners of JV Company) and their counsel hereto have read and fully negotiated all the language used in this Agreement. The parties acknowledge that because all parties had an opportunity for their counsel to participate in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement, which construes ambiguous or unclear language in favor of or against any party.

9.18 HIPAA Privacy Protection. In accordance with the privacy regulations and security standards promulgated under the Health Insurance Portability and Accountability Act, 45 CFR Parts 160 and 164 (the "Privacy Regulations"), Management Company understands and agrees to not use or further disclose any patient's personal health information except as expressly permitted by this Agreement or as otherwise authorized in writing by the patient through a consent or authorization meeting the requirements of the Privacy Regulations. The HIPAA Addendum attached hereto as Exhibit C is made a part of this Agreement as if copied herein in extension.

9.19 Resolution of Disputes; Mediation. The parties agree that any dispute arising in connection with, or relating to, this Agreement or the termination of this Agreement shall be subject to resolution through informal methods. If the parties are unable to resolve such dispute after thirty (30) days of efforts, then such dispute if it involves amounts in excess of Ten Thousand Dollars ($10,000.00) shall be submitted to mediation with a single mediator selected by the parties. If the parties are unable to resolve the dispute through mediation, they shall retain all rights and remedies available under applicable law.

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURE PAGE TO MANAGEMENT SERVICES AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

JV COMPANY: **PARRISH RADIATION ONCOLOGY, LLC**

By: _____

Name: _____

Title: _____

MANAGEMENT COMPANY: **RADIATION ONCOLOGY PARTNERS, LLC**

By: _____

Name: _____

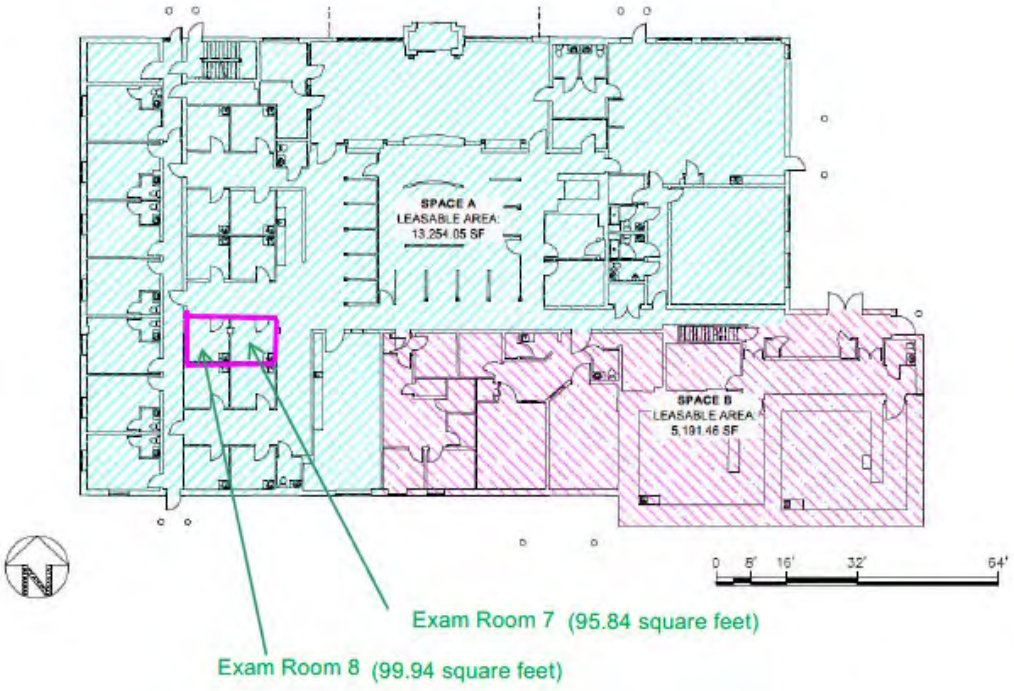
Title: _____

EXHIBIT A

LOCATION OF RADIATION ONCOLOGY CENTER

1. 490 N. Washington Avenue, Titusville, Florida 32797, portions of first and second floors containing approximately 5,767.07 square feet of space, as shown as "**Space B**" below, plus Exam Room 7 and Exam Room 8, which contain approximately 195.78 square feet of space, for a total square feet of 5,962.85 of exclusive space.

First Floor:



Second Floor:

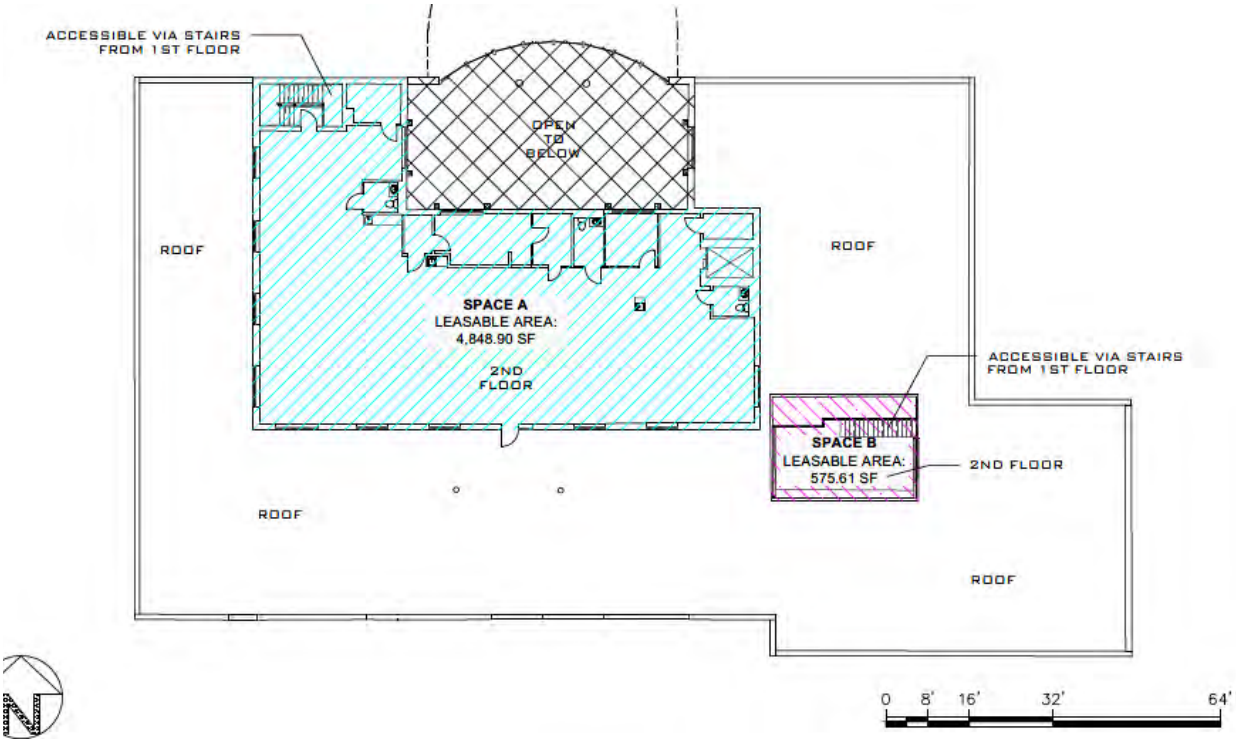


EXHIBIT B

MANAGEMENT SERVICES

Subject only to those limitations contained in the Management Services Agreement to which this Exhibit B is attached (the "Agreement"), and the limitations and obligations set forth in the Operating Agreement of JV Company, Management Company shall supervise and manage the business of the Radiation Oncology Center with full power to manage, supervise and improve its day-to-day operations and perform all services and acts customary to its management, including, but not limited to, the following:

I. GENERAL MANAGEMENT SERVICES

1. Develop and implement operational policies of the Radiation Oncology Center, including patient care, public relations, personnel (in coordination with PRO Oncology, LLC, NBMS, and the District), admissions, discharge, and administrative protocols. Management Company shall establish administrative criteria for admission, continuing stay, and discharge consistent with utilization review standards under applicable payor agreements.

2. Provide necessary policy manuals, job descriptions, and compliance documentation, and recommend updates to enhance operational efficiency and meet accreditation or licensure requirements.

3. Assist and advise JV Company with contract negotiations across insurers, third-party administrators, and health plans, and shall adhere to all contract obligations in managing the operations of the Radiation Oncology Center. Management Company may also review and recommend managed care and service-related contracts to JV Company.

4. Provide full-time practice management with oversight of daily operations, supervision of non-physician personnel, and coordination of staff scheduling, intake, and interdepartmental alignment to promote continuity of care.

5. In collaboration with JV Company, oversee billing, coding, collections, disbursements, and provide monthly financial and operational reporting, including dashboard analytics that benchmark performance against national standards for Oncology Centers. Management Company shall also assist in preparing annual operating budgets and trend analyses.

6. Maintain and oversee financial and clinical information systems and necessary technology to support documentation, reporting, and integration with JV Company infrastructure. Coordinate access to accounting and patient care data as required by applicable law and regulation.

7. Facilitate licensure, certification, and accreditation processes, including inspection readiness, policy revisions, staff education, and documentation compliance. Assist JV Company in preparation for third-party surveys and implementation of programs required to maintain accreditation and licensure.

8. Develop and implement a standardized Performance Improvement and Utilization Review Program, including staff training, audit processes, and outcome tracking. Management

Company may recommend performance metrics and participate in committee structures established by JV Company.

9. Assist in recruiting, hiring, onboarding, evaluating, and training staff, including role definitions, competency tools, and scheduling. Management Company shall support mandatory education initiatives and assist with staff evaluation procedures.

10. Review service contracts (leases, supply, equipment, personnel, insurance) and provide recommendations to JV Company. Participate in cost management initiatives, supply chain optimization, and inventory control.

11. Cooperate with PRO Oncology, LLC, NBMS, and the District in executing approved media communications, branding, and marketing initiatives. Management Company may support community outreach and educational engagements as requested by JV Company administration.

12. Prepare and submit all required federal and state reports, including cost reports, licensure renewals, and other filings related to the Radiation Oncology Center. Assist in collecting and reporting clinical data as needed.

13. Oversee compliance with HIPAA, OSHA, and applicable risk management requirements, and consult with JV Company's risk manager on matters relating to the Radiation Oncology Center. Management Company shall also assist with provider compliance deployment.

14. Participate in establishing and maintaining environment of care, safety programs, and documentation processes (e.g. procedure count sheets, logs, schedules) in accordance with JV Company policy.

15. Provide additional services as may be customarily and reasonably necessary for the proper operations of the Radiation Oncology Center. All services shall be performed in coordination with JV Company and consistent with operational needs and regulatory standards applicable to the Radiation Oncology Center.

EXHIBIT C

HIPAA ADDENDUM

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("**Agreement**") is made and entered into and effective as of _____, 2025 (the "**Effective Date**") by and between **Radiation Oncology Partners, LLC**, a Florida limited liability company, by and on behalf of its covered entity subsidiaries, affiliates, and related organizations (collectively, the "**Business Associate**"), and **Parrish Radiation Oncology, LLC**, a Florida limited liability company ("**Covered Entity**").

R E C I T A L S

WHEREAS, Business Associate provides certain services ("**Services**") set forth in the Oncology Management Services Agreement related to the Radiation Oncology Center of even date herewith ("**Services Agreement**") to Covered Entity that may require Business Associate to access, create, receive, maintain, use or transmit health information that is protected by state and/or federal law; and

WHEREAS, the Business Associate is obligated to protect the privacy and security of individually identifiable health information ("**Protected Health Information**" or "**PHI**"), including but not limited to electronic protected health information ("**EPHI**"), created on behalf of, received from, maintained on behalf of, or transmitted by or on behalf of Covered Entity in accordance with the Health Insurance Portability and Accountability Act of 1996 and its implementing privacy and security regulations at 45 C.F.R. Parts 160 and 164 promulgated by the U.S. Department of Health and Human Services ("**HHS**"), as amended by the federal Health Information Technology for Economic and Clinical Health Act ("**HITECH Act**") and its implementing regulations, including but not limited to the federal breach notification rule at 45 C.F.R. Part 164, subpart D (collectively "**HIPAA**"); and

WHEREAS, Covered Entity and Business Associate desire to enter into this Agreement in order to comply with HIPAA, as may be modified or amended, including future issuance of regulations and guidance by HHS, and reflect their understanding of the use, disclosure and general confidentiality obligations of Business Associate regarding PHI that it creates on behalf of, receives from or on behalf of, maintains on behalf of, or transmits by or on behalf of Covered Entity in furtherance of the Services Agreement.

NOW, THEREFORE, in consideration of the mutual promises and other consideration contained in this Agreement, the parties agree as follows:

1. DEFINITIONS

Capitalized terms used herein but not otherwise defined in this Agreement shall have the same meanings as set forth in HIPAA, as may be modified or amended, including future issuance of regulations and guidance by HHS.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1 Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement, the Services Agreement or as permitted or Required by Law.

2.2 Business Associate may use and disclose PHI for the proper management and administration of Business Associate; provided that with respect to any disclosures of PHI, such disclosures are Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person agrees to notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. Business Associate may, in accordance with the Privacy Rule, de-identify Covered Entity's PHI and further use and disclose such de-identified health information without regard to this Agreement or HIPAA. Without limitation of the foregoing, Covered Entity acknowledges that, to the extent Business Associate is also a covered entity (as such term is defined by HIPAA), the legal structure of the Business Associate and its covered entity affiliates affords Business Associate the opportunity to be designated as a participant in an affiliated covered entity arrangement ("HIPAA Arrangement"). Business Associate represents and warrants that it has been designated as a participant in such HIPAA Arrangement. As such, Covered Entity agrees that Business Associate may share Covered Entity's PHI with other participants in the HIPAA Arrangement or their business associates, and that the other participants in the HIPAA Arrangement may use or disclose Covered Entity's PHI in compliance with the terms of this Agreement.

2.3 Business Associate agrees to use appropriate physical, administrative and technical safeguards to prevent the use or disclosure of Covered Entity's PHI for any purpose other than the provision of Services.

2.4 Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of PHI not in compliance with this Agreement.

2.5 In the event Business Associate engages any agent or Subcontractor to perform any Services and discloses PHI to such agent or Subcontractor, Business Associate will require any such agent or Subcontractor to agree to the same restrictions and conditions required in this Agreement that may be applicable to such agent or Subcontractor.

2.6 Upon written request from the Covered Entity, Business Associate agrees to make PHI available to Individuals in accordance with 45 C.F.R. Section 164.524, governing access of Individuals to their PHI.

2.7 Upon written request from the Covered Entity, Business Associate agrees to make PHI available for amendment and incorporate any amendments in accordance with 45 C.F.R Section 164.526, governing amendments to PHI.

2.8 Upon written request from the Covered Entity, Business Associate agrees to make any and all information available for the purpose of providing Individuals an accounting of disclosures of their PHI in accordance with 45 C.F.R. Section 164.528, governing accounting of disclosures of PHI.

2.9 Business Associate agrees to make its internal practices, books and records related to the use and disclosure of Covered Entity PHI hereunder available to the Secretary of HHS for the purposes of determining Covered Entity's compliance with HIPAA.

2.10 Business Associate shall implement and maintain administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Covered Entity's EPHI in accordance with the Security Rule.

2.11 Business Associate and Covered Entity agree to comply with all applicable rules and regulations promulgated under HIPAA in effect during the Term (as defined herein),

2.12 Business Associate will report to Covered Entity, within a reasonable time period of discovery: (a) any material breach of this Agreement ("**material breach**"); or (b) Breach as defined at 45 C.F.R. Part 164, Subpart D. Business Associate may supplement its initial report as information becomes available in order to identify:

a. The nature of the material breach or Breach, including how such material breach or Breach was made;

b. The PHI that was the target of the material breach, or the unsecured PHI involved in the Breach, including the types of identifiers involved and the likelihood of re-identification;

c. If known, the identity of the person/entity who used or received the PHI;

d. Whether PHI was actually acquired or viewed;

e. What corrective action Business Associate took, if any;

f. What Business Associate did to mitigate any risk or deleterious effect; and

g. Such other information as Covered Entity may reasonably request.

2.13 At all times during the Term, Business Associate will comply with all applicable federal, state and local laws, rules and regulations pertaining to patient records and the confidentiality of patient information, including Covered Entity's PHI To the extent Business Associate is to carry out Covered Entity's obligation under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of the obligation.

3. OBLIGATIONS OF COVERED ENTITY

3.1. Covered Entity will notify Business Associate of any agreement Covered Entity makes regarding any restriction or requirement for confidential communication with respect to the use or disclosure of PHI, to the extent that such restriction agreement or confidential communication requirement may affect Business Associate's use or disclosure of PHI.

3.2. Covered Entity will: (i) use safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate by Covered Entity, until such PHI is received by Business Associate; and (ii) inform Business Associate of any consent or authorization, including any changes in or withdrawal of any such consent or authorization, provided to the Covered Entity by an Individual that would affect Business Associate's use or disclosure of the PHI.

4. TERM AND TERMINATION

4.1. The term of this Agreement (the "**Term**") shall remain in effect until such time as the Services Agreement expires or is terminated or as otherwise provided herein.

4.1.1. Except for the requirements set forth in Section 4.2, which shall survive as set forth therein, and except as otherwise provided in Section 4.1.2, this Agreement will terminate on the date that the Services Agreement is terminated or expires.

4.1.2. This Agreement may be terminated by Covered Entity upon the breach of any material provision of this Agreement by Business Associate, which breach is not corrected within thirty (30) days after written notice of such breach is given to Business Associate. A material, uncured breach of this Agreement constitutes a breach of the Services Agreement.

4.2. Business Associate agrees that, upon termination of this Agreement, Business Associate will return or destroy all PHI received from or created or received on behalf of Covered Entity. In the event Business Associate determines that return or destruction is not feasible, Business Associate will extend the protections required in this Agreement to the PHI and limit further uses and disclosures to only those purposes that make the return or destruction of the information infeasible.

5. MISCELLANEOUS

5.1. **Regulatory References:** A reference to HIPAA or the HITECH Act, or a section thereof, and its regulations and requirements means the provisions and section(s) in effect, as may be modified or amended, including by the issuance of regulations and guidance by HHS.

5.2. **Amendment:** No modification of this Agreement will be effective unless made in writing and executed by each party hereto; provided, however, both parties agree that the provisions of HIPAA and the HITECH Act, including any implementing regulations to be published by HHS, which apply to business associates, that are not otherwise addressed herein, and that are required

to be incorporated into a HIPAA business associate agreement, are hereby incorporated into this Agreement as if set forth in this Agreement in their entirety and are effective as of the applicable compliance date. Notwithstanding the foregoing, the parties agree to take such action as may be Required by Law to amend this Agreement pursuant to final regulations or any amendment of HIPAA and the HITECH Act.

5.3. **Notices:** Any notices to be delivered hereunder shall be delivered to the addresses set forth in and consistent with the requirements for delivery contained in, the Services Agreement. Notice shall be in writing and shall be deemed effective when personally delivered or, if mailed, three (3) calendar days after the date deposited in the United States mail, first class, postage prepaid, to the addressee at its current business address.

5.4. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement.

5.5. **Choice of Law:** All issues and questions concerning the validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the state identified in the Services Agreement.

5.6. **Voluntary Execution**: Each party has read and understands this Agreement and represents that this Agreement is executed voluntarily and should not be construed against any party hereto solely because it drafted all or a portion hereof.

5.7. **Severability**: If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and this Agreement will be reformed, construed, and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

5.8. **Entire Agreement**: This Agreement supersedes any and all prior agreements and understandings between the parties related to the subject matter hereof.

5.9. **Independent Contractor**: None of the provisions of this Agreement are intended to create any relationship between the parties other than that of independent entities contracting with each other for the purpose of effecting the provisions of this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Business Associate Agreement to be executed and delivered as of the day and year first above written.

BUSINESS ASSOCIATE:

RADIATION ONCOLOGY PARTNERS, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

COVERED ENTITY:

PARRISH RADIATION ONCOLOGY, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT “G”

[ATTACH RECRUITING AGREEMENT]

GR DRAFT
rev. 7-30-2025

RECRUITMENT AGREEMENT

THIS RECRUITMENT AGREEMENT (this "**Agreement**") is made and entered into this _____ day of _____, 2025, ("**Execution Date**"), by and among North Brevard Medical Support, Inc. ("**NBMS**"), an affiliate and support corporation of North Brevard County Hospital District, d/b/a Parrish Medical Center (the "**District**"), Radiation Oncology Partners, LLC. (the "**Practice**"), and _____, M.D. (the "**Recruited Physician**").

WITNESSETH

WHEREAS, the District owns and operates Parrish Medical Center, a general acute health care facility (the "**Hospital**") located in Titusville, Florida; and

WHEREAS, NBMS is affiliated with and the support corporation for the District; and

WHEREAS, NBMS and the District have conducted a needs assessment and determined, based on objective evidence, that a demonstrable need exists for a radiation oncologist in the geographic area served by the Hospital as hereinafter defined ("**Service Area**") and the population the Hospital serves ("**Community**"); and

WHEREAS, NBMS on behalf of the District, in furtherance of their charitable purposes, desire to meet this need by recruiting a physician specializing in radiation oncology who is interested in practicing in the Service Area; and

WHEREAS, the District also desires to recruit a physician specializing in radiation oncology to practice at the oncology center located in a portion of the facility located at 490 North Washington Avenue, Titusville, Florida 32797 ("**Radiation Oncology Center**").

WHEREAS, the Practice is engaged in the medical specialty of radiation oncology and employs physicians who are licensed to practice medicine in the State of Florida; and

WHEREAS, NBMS and the District, in furtherance of their charitable purposes and that of the Hospital, desire to assist the Practice in recruiting a qualified physician to locate and establish a radiation oncology practice with the Practice in the Community and at the Radiation Oncology Center; and

WHEREAS, Recruited Physician practices in the medical specialty of radiation oncology, and has agreed to become a member of the Hospital's medical staff and establish his or her medical practice in the Service Area and practice at the Radiation Oncology Center; and

WHEREAS, the Practice has agreed to employ Recruited Physician for the purpose of providing professional medical services in the specialty of oncology to the Community at the Hospital and at the Radiation Oncology Center; and

WHEREAS, the Recruited Physician has been in practice in the State of _____ and is relocating his/her radiation oncology practice to the Service Area by moving his/her radiation oncology practice and deriving at least 75% of the radiation oncology practice's revenues from professional services furnished to patients (including hospital inpatients and patients at the Radiation Oncology Center) not seen or treated by the physician at his or her prior radiation oncology practice site during the preceding three (3) years, measured on an annual basis; and

WHEREAS, for the initial start-up year of the Recruited Physician's practice, it is expected that his or her radiation oncology practice will derive at least 75 percent of its revenues from professional services furnished to patients not seen or treated at his or her prior radiation oncology practice site during the preceding three (3) years; and

WHEREAS, NBMS and the District have determined that the assistance provided for in this Agreement is reasonable and furthers NBMS' and the District's charitable purposes consistent with the needs of the Community.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants herein stated, it is agreed by the Parties as follows:

ARTICLE I
RECITALS, NEEDS ASSESSMENT AND CONFIDENTIALITY

The Recitals set forth above are true and correct and are hereby incorporated by reference as though fully set forth herein.

Execution of this Agreement is the result of NBMS' and the District's needs assessment which identified the demonstrable need of both the Community and the Hospital for the services of a practitioner specializing in the area of Radiation Oncology. This assessment incorporated factors unique to the recruitment of a specific practitioner, namely, the Recruited Physician (e.g., reluctance to relocate to an unfamiliar area, competitive recruitment efforts of other hospitals and practice organizations to recruit the Recruited Physician, contractual obligations of the Recruited Physician to third parties, etc.) and the anticipated benefits to be derived from the Recruited Physician's presence in the Service Area and availability to the Community (e.g., increased efficiency or enhanced productivity of the Hospital, greater access to managed care contracts, increased ability to serve identified underserved populations, additional manpower to conduct medical education outreach programs, etc.).

The Parties agree and acknowledge that the terms of this Agreement are confidential and that such may not, without the express prior written consent of the other parties, be disclosed to any individual, other than an individual retained by the Recruited Physician or the Practice to provide the Recruited Physician or the Practice with legal or accounting advice, except as required by law. In the event of a disclosure necessitated by law (including but not limited to the Florida's Public Records Law, Chapter 119, Florida Statutes), the party asked to disclose will notify the other parties at the time of such disclosure, will identify the statute necessitating the disclosure and will furnish a copy of the request necessitating said disclosure to the other parties.

An acknowledgment of the existence of this contractual relationship between and among the Parties hereto will not be a violation of Article I, provided the Agreement's terms are not disclosed.

ARTICLE II
RELOCATION ALLOWANCE

NBMS agrees to reimburse the Recruited Physician for reasonable relocation expenses incurred by the Recruited Physician, his/her spouse and dependents in conformance with the provisions of this Agreement (the "**Relocation Allowance**"). Unless otherwise provided herein, reimbursable relocation expenses are limited to those actual expenses associated with moving the personal belongings of the Recruited Physician, his/her spouse and those of his/her dependents who relocate with the Recruited Physician to a new residence in the Service Area of the Hospital and those expenses associated with travel (i.e., mileage, lodging and meals) from the Recruited Physician's current residence to his/her new residence.

NBMS shall remit payment for reasonable relocation expenses under the provisions of this Article II upon the Recruited Physician providing adequate written documentation acceptable to NBMS in its sole discretion of the expenses incurred; however, in no event shall the Relocation Allowance exceed Ten Thousand Dollars and 00/100 Cents ($10,000).

ARTICLE III
FINANCIAL ASSISTANCE

In consideration of the benefits to be received by the District and the Community from the Practice's agreement to hire the Recruited Physician and the Recruited Physician's agreement to engage in the practice of medicine in the Service Area and to apply for and obtain medical staff membership and clinical privileges at the Hospital and at the Parrish Cancer Center. NBMS agrees to make available to the Recruited Physician (in addition to the Relocation Allowance) provided neither the Recruited Physician nor the Practice are in default hereunder:

3.1 **Income Guarantee.** NBMS shall make available monetary assistance in an aggregate amount of up to One Million Three Hundred Twenty-Three Thousand Eight Hundred Eighty-two Dollars and 00/100 Cents ($1,323,882.00) depending upon a final evaluation of experience and training ("**Income Guarantee Assistance**") for up to a twenty four (24) month period commencing on the Effective Date as defined herein in Section 7.1.6 and ending the last day of the twelfth month after the Effective Date ("**Assistance Period**"), to be furnished under the following terms and conditions. On the first anniversary date of the Recruitment Agreement the parties shall review the financial status of the Recruited Physician's practice to confirm the need for continued Income Guarantee Assistance for a second twelve (12) month period.

3.2 **Reconciliation.** If, during any month within the Assistance Period, Recruited Physician's monthly gross collections ("**Collections**") are less than the monthly incremental and additional expenses ("**Expenses**") attributable to the Recruited Physician, NBMS shall remit to the Practice the difference between the Collections and the Expenses for that month. For the purpose of these payments, Collections shall include all gross collections received during that month from all payor sources (including without limitation, self-pay, private third-party payors, and federal and state healthcare programs) attributable to Recruited Physician's medical services, including all ancillary and incident-to services. For purposes of this Section 3.2, the Recruited Physician's guaranteed salary ("**Guaranteed Salary**") shall be fifty-five thousand, one hundred and sixty-one Dollars and 75/100 cents ($55,161.75) per month and shall be a part of the **Income**

Guarantee Assistance. The Parties anticipate the income guarantee will be adjusted if needed, after the first year of the agreement based on the MGMA benchmark median for the southern region of the United States. The Parties acknowledge and agree that the Guaranteed Salary amount is based upon independent, nationally recognized salary and compensation surveys for physicians in the specialty of radiation oncology and agreed upon after arms-length negotiations between and among the Parties.

Expenses for a given month will be the sum of 1) Guaranteed Salary and 2) actual additional incremental expenses incurred by the Practice solely related to the Recruited Physician during that month, which are attributable to the Recruited Physician. Such additional incremental expenses incurred by the Practice shall be the Practice's total overhead expenses attributed to the Recruited Physician, but specifically not including those expenses incurred by the Practice that the Practice would have paid or incurred regardless of the Practice having employed the Recruited Physician.

Payments to be made pursuant to this Article III shall be remitted to the Practice within thirty (30) days of receipt by NBMS of documentation of the actual additional incremental costs attributable to the Recruited Physician. The Practice shall furnish such documentation to NBMS no later than ten (10) days after the last day of the month in which the costs were incurred. NBMS will remit these payments no more or less frequently than once a month.

These payments and the payments made pursuant to Article II are referred to collectively herein as "**Financial Assistance**."

ARTICLE IV
OBLIGATIONS OF PRACTICE AND RECRUITED PHYSICIAN

In consideration of NBMS' agreement to provide the Financial Assistance, the Practice and the Recruited Physician agree that for a period of three (3) years commencing on the Effective Date (the "**Commitment Period**"), they will undertake and perform the duties and responsibilities described herein.

4.1 **Service Area.** For the purposes of this Agreement, the Service Area shall mean that area comprised of the following ZIP codes: 32796, 32780, 32927, representing the lowest number of contiguous ZIP codes from which the Hospital draws at least 75% of its inpatients.

4.2 **Private Practice.** The Practice shall employ the Recruited Physician to provide medical care and treatment within the Service Area of the Hospital not less than thirty-two (32) hours per week for forty-seven (47) of the fifty-two (52) weeks of each year of the Assistance Period and during the remainder of the Commitment Period, for such office hours as are reasonably necessary to engage in offering professional medical services as a radiation oncologist on a full-time basis. The Recruited Physician shall participate in the Medicaid Program and the Medicare oncologist program, or the successor to either, and treat all patients enrolled in any federal or state healthcare program in a non-discriminatory manner.

4.3 **Medical Staff Membership/Privileges.** During the Commitment Period, the Recruited Physician shall obtain and maintain Active (or Provisional Active) medical staff membership and appropriate clinical privileges at the Hospital and at the Parrish Cancer Center; however, nothing in this provision shall be interpreted as restricting the Recruited Physician from

establishing medical staff membership or clinical privileges at, referring any service to, or otherwise generating any business for, any other hospital or entity of his or her choosing.

4.4 **Compliance with Law.** The Recruited Physician and the Practice agree to comply with any applicable provision of state or federal law, and any regulation thereunder, now in effect or later adopted, relating to this Agreement or the obligations of the Recruited Physician and the Practice hereunder.

4.5 **Emergency Department Call Coverage.** The Recruited Physician shall participate in and perform Emergency Room call coverage on a rotation in accordance with the Hospital's Medical Staff Bylaws and Rules and Regulations, and all applicable state and federal law. Recruited Physician shall provide such call coverage and medical services arising from such coverage regardless of any patient's ability to pay, whether personally, through a third-party payor, or otherwise.

4.6 **Community Education.** The Recruited Physician shall, upon Hospital's request, provide reasonable assistance with and participate in such health education forums, medical service programs, health fairs and voluntary clinics as Hospital may provide from time to time, not to exceed six (6) events in any twelve (12) month period.

4.7 **Recruitment Activities.** The Recruited Physician shall, upon the request of NBMS or the District, provide reasonable assistance and/or guidance to them in their efforts to recruit additional physicians in accordance with their charitable purposes and the needs of the Community. Recruited Physician may make recommendations regarding prospective recruits and incentives to be provided. All decisions regarding the recruitment of physicians and incentives to be provided to such physicians shall remain in the sole and absolute discretion of NBMS/the District.

4.8 **Parrish Health Network**. In the best interest of the quality and continuity of patient care, as a member of the Parrish Health Network, Recruited Physician shall exclusively utilize Network members, its subsidiaries and affiliates, including but not limited to members of the Parrish Health Network for the provision of the services referenced herein, as well as all related ancillary and other services that Recruited Physician may order in connection therewith, except in any of the following circumstances:

- The patient expresses a preference for a different provider or supplier; after physician has indicated their exclusive use of Hospital services.
- The patient's insurance determines the provider or supplier.
- In Physician's judgment, doing so would not be in the patient's best medical interests.

This provision shall not be construed to require Physician to refer patients to Hospital, its subsidiaries or affiliates, in relation to services that Physician does not provide under the scope of this Agreement. Physician shall advise all patients of their right to receive health care services from providers other than the Hospital, its subsidiaries and affiliates.

4.9 **Practice Restrictions**.

4.9.1 The Practice may only impose Practice restrictions on the Recruited Physician as permitted by 42 U.S.C. §1395nn and the regulations (collectively, the "**Stark Law**") promulgated thereunder.

4.9.2 During the term of this Agreement and for a period of one (1) year thereafter, the Recruited Physician shall not, either alone or with a combination of others, undertake any business activity that is competitive with the diagnostic imaging business or the radiation oncology business (the "**Restricted Services**") of the Hospital, NBMS or any of their affiliates within a twenty-five (25) mile radius of any office or facility at which the Hospital, NBMS or any of their affiliates provides the Restricted Services in existence at the time of the expiration or termination of this Agreement. The Recruited Physician agrees that the provisions of this Section 4.9.2 do not constitute an unreasonable practice restriction as set forth in the Stark Law and that the provisions of this Section 4.9.2 are necessary to protect the patient goodwill of the Hospital, NBMS and their affiliates associated with specific geographic locations of the Restricted Services and the specific marketing area of the Hospital, NBMS and its affiliates. The Recruited Physician agrees that this Section 4.9.2 is a material inducement for NBMS to enter into this Agreement. If any court of competent jurisdiction refuses to enforce any of the provisions of this Section 4.9.2, then such provision shall be amended to relate to such lesser period or geographic areas that shall be enforceable or eliminated to the extent necessary to permit the remaining separate provisions to be enforced. Nothing contained in this Section 4.9.2 shall preclude Recruited Physician from owning or utilizing Restricted Services that are necessary for the delivery of radiation oncology services, provided such services are provided as in-office ancillary services defined in the Stark Law.

4.10 **Books and Records**. The Practice shall maintain records of actual costs and amounts passed through to the Recruited Physician for a period of at least six (6) years and make such records available to the Secretary of the Department of Health and Human Services. Recruited Physician and the Practice shall, upon the request of NBMS, make available to, NBMS or its designee, the financial books and records of the Practice and Recruited Physician ("**Records**"). The Records shall include and document, without limitation, all records showing payments received by or on behalf of patients; all records showing payments received from any and all third-party payors, including both private and governmental payors; records of all billing submitted to patients or payors for Recruited Physician's medical services, including ancillary and incident-to services; records of deposits to the bank accounts of the Recruited Physician and the Practice; all records of the Practice operating expenses; and all records showing the actual additional incremental cost to the Practice attributable to the Recruited Physician. Nothing in this paragraph shall be construed to require the Practice or the Recruited Physician to produce the Records outside of the Practice's normal business hours. Recruited Physician and the Practice agree to retain, upon the request of NBMS, an independent certified public accountant to audit their Records.

ARTICLE V
DEFAULT

Upon the Recruited Physician's failure to maintain, during the Commitment Period, a full-time medical practice in the Service Area, Active (or Provisional Active) medical staff membership and appropriate clinical privileges at the Hospital and the Parrish Cancer Center, or status as a participating provider in the Medicare program and the Medicaid program, or in the event the Recruited Physician or the Practice fails to perform any other covenant made pursuant to this Agreement (such failure being hereinafter referred to as an "**Event of Default**"), the District shall invoice the Recruited Physician and the Practice for the Amount Due. The Amount Due shall mean the amount of Financial Assistance remitted to the Practice or the Recruited Physician prior to the Event of Default, less the Net Credit (as defined below). Payment terms of the Amount Due shall be as follows:

For each full month during which the Recruited Physician engaged in the private practice of medicine in the Service Area prior to the Event of Default (i.e., no credit shall be received for a partial month in which the Recruited Physician engages in the practice of medicine), the Recruited Physician shall be entitled to receive a credit in the amount of one thirty-sixth of the aggregate amount of financial assistance received by the Recruited Physician from the Hospital pursuant to Articles II and III (the "**Net Credit**").

Repayment of the Amount Due shall be made in equal monthly installments and shall commence on the first day of the second month following the Event of Default and thereafter on the first day of each of the next "X" succeeding months. For purposes of this Agreement, "X" shall be defined as not less than thirty-six minus the number of full months during which the Recruited Physician engaged in the private practice of medicine in the Service Area prior to the Event of Default. Each installment shall equal the applicable pro rata portion of the Amount Due (it being the intent of the parties that the outstanding principal balance and accrued interest, if any, as of the date of the Event of Default will be spread evenly over the repayment period), plus interest at the rate of Prime, as announced from time to time by Bank of America, N.A. (or its successor), plus 1%. Interest shall commence to accrue as of the date of the Event of Default. This obligation to repay shall survive the termination of this Agreement.

In the case of Recruited Physician's death or permanent disability, the Practice as guarantor shall not be obligated to repay NBMS any part of the Medical Practice Assistance and other assistance provided hereunder at any time.

ARTICLE VI
TERM

This Agreement shall commence on the Execution Date first stated above, and it will continue in force until each of the Parties' respective duties have been met or until it is otherwise terminated in accordance with the terms of Article VII.

ARTICLE VII
TERMINATION

Notwithstanding any other provision contained herein, the Parties may elect to terminate this Agreement as follows:

7.1 **Termination by the District or NBMS.** NBMS may elect to terminate this Agreement, upon notice to the Practice and the Recruited Physician, upon the occurrence of any of the following events:

7.1.1 The Recruited Physician ceases to reside in and engage in the practice of medicine in the specialty of radiation oncology in the Service Area.

7.1.2 The Recruited Physician's medical license is suspended, revoked, limited, restricted, not renewed or otherwise terminated by the State of Florida for any reason.

7.1.3 The Recruited Physician is convicted of, pleads guilty or nolo contendere (no contest) to, or agrees to pre-trial intervention for any felony, or any crime related to or involving: the provision of or payment for healthcare services; fraud; or dishonesty.

7.1.4 The Recruited Physician's clinical privileges at the Hospital are limited, reduced or terminated in accordance with the Hospital's Medical Staff Bylaws, or Recruited Physician's medical staff membership at the Hospital is terminated in accordance with the Hospital's Medical Staff Bylaws or the physician's ability to practice medicine at the Parrish Cancer Center within the facility located at 490 North Washington Avenue, Titusville, Florida 32797 is limited or terminated.

7.1.5 The Recruited Physician's liability insurance is reduced below those levels set out in Article VIII; is suspended, lapses; is canceled; is not renewed; or otherwise terminates, regardless of reason.

7.1.6 The Recruited Physician fails to commence employment with the Practice and provide medical care and treatment as set forth in Article IV, Section 4.2 of this Agreement on or before _____(the "**Effective Date**")

7.1.7 The Practice files for bankruptcy.

7.1.8 The Recruited Physician files for bankruptcy.

7.1.9 The Recruited Physician's application for medical staff privileges at the Hospital is not acted upon favorably on or before _____ 2025 or is otherwise denied for any reason.

7.1.10 A court of competent jurisdiction or governmental agency determines that payments or benefits provided to the Recruited Physician or the Practice are inconsistent with the District's or NBMS' governmental or tax-exempt status, or violate any other applicable federal, state or local law or regulation.

7.1.11 The Recruited Physician or the Practice fails to comply with any other material provision hereunder and fails to cure such breach within fifteen (15) days after NBMS gives notice to the Recruited Physician and the Practice in accordance with Article XII, Section 12.10 of this Agreement.

7.2 **Termination by the Practice.** The Practice may elect to terminate this Agreement for cause upon the failure of NBMS or the District to meet its material obligations under this Agreement.

7.3 **Termination by the Recruited Physician.** The Recruited Physician may elect to terminate this Agreement for cause upon the failure of either the District or NBMS to meet its material obligations under this Agreement.

7.4 **Effect of Termination.** Upon the termination of this Agreement by either the District or NBMS before the expiration of the Commitment Period, pursuant to the provisions of Article VII, Section 7.1, the Recruited Physician will be obligated to repay the District that portion of the Financial Assistance determined under the provisions of Article V.

Upon the termination of this Agreement by the Practice pursuant to Article VII, Section 7.2, or by the Recruited Physician pursuant to Article VII, Section 7.3, the Practice and the Recruited Physician will not be obligated to repay NBMS any part of the Financial Assistance, nor will the Practice and/or the Recruited Physician be obligated to continue to comply with the provisions of Article III.

ARTICLE VIII
PROFESSIONAL LIABILITY INSURANCE

Upon District's request, the Recruited Physician (or the Practice on his or her behalf) will furnish proof of professional liability insurance covering the Recruited Physician in an amount not less than that mandated by resolution of the Hospital's Board of Directors or Medical Staff Bylaws, which is $250,000 per incident $750,000 aggregate coverage. The Recruited Physician (or the Practice. on his or her behalf) shall furnish to the District satisfactory evidence that the premium for said policy is prepaid and that the policy is in full force and effect. Further, if the policy is suspended canceled, lapses, is not renewed or otherwise terminates, regardless of reason, the Recruited Physician (or the Practice on his or her behalf) will provide notice of any such termination to the District.

ARTICLE IX
RELATIONSHIP OF THE PARTIES

It is expressly understood and agreed that the Recruited Physician is not an employee of the District or the Hospital or the Parrish Cancer Center The Recruited Physician, as the Practice's employee, is expected and entitled to freely and independently exercise sound professional judgment in accordance with good medical practice in the care and treatment of patients. In the evaluation, diagnosis, medication, treatment, and hospitalization of the Recruited Physician's patients, the Practice will take appropriate steps to ensure that the Recruited Physician employs such skill, learning, intelligence, and experience as warranted. This Agreement shall not constrain the Practice or the Recruited Physician in any way in the exercise of such independent judgment.

ARTICLE X
SUPERVENING LAW

10.1 **Agreement Subject to All Applicable Laws.** The Parties recognize and agree that this Agreement and their activities conducted hereunder are governed by federal, state, and local laws including, without limitation, Subchapter XVIII of the Social Security Act, and the regulations, rules, and policies of the United States Department of Health and Human Services, among others. The Parties further recognize and agree that this Agreement may be subject to new legislation, as well as amendments to government regulations, rules, and policies.

10.2 **Compliance and Changes in Laws and Regulations.** In the event any party to this Agreement, in consultation with competent legal counsel having significant experience in the relevant areas of the law, develops a good faith concern that:

10.2.1 Any provision of this Agreement or any activity of any other party is in violation of any applicable federal, state or local law, or any regulation, rule, order or policy issued under any such law; or

10.2.2 Any applicable federal, state or local law or any regulation, rule, order or policy issued under any such law is changed (or any judicial interpretation thereof is developed or changed) in a way which will have a material adverse effect on the practical realization of the benefits anticipated by one or more parties to this Agreement; such party shall immediately notify the other parties in writing of such concern, the specific activities giving rise to such concern and a legal opinion from a reputable law firm with experience in health care law setting forth the reasons for the concern.

10.3 **Resolution of Claims of Illegality.** If the Parties do not agree on a method for resolving the above-referenced concern within twenty (20) days of the written notice described in Article X, Section 10.2, the activities described in the notice will cease or be appropriately altered until the concern is resolved. If the concern is not resolved within a reasonable time period, the Parties shall then submit the matter to a single arbitrator pursuant to the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration.

10.3.1 With regard to Article X, Section 10.2.1, the arbitrator shall (i) make a determination of the legality of the provision or activity in question, and (ii) if the provision or activity is determined to be illegal, either (a) amend this Agreement to eliminate the illegal provision or activity and leave the Parties as nearly as possible in the same economic positions in which they would have been under the original terms of this Agreement; or (b) if the illegal provision or activity is so fundamental that revision and continuation of this Agreement is not feasible, terminate this Agreement in such a manner as will return the Parties as nearly as possible to the economic positions in which they would have been had they not entered into this Agreement, without altering in a material way the economic benefits realized during the period this Agreement was in effect.

10.3.2 With regard to Article X, Section 10.2.2, the arbitrator shall (i) structure an amendment to this Agreement which will leave the Parties as nearly as possible in the same economic positions in which they would have been under the original terms of this Agreement,

had the change in the law, regulation, rule, order or policy (or change or development of the judicial interpretation thereof) not occurred; or (ii) if the arbitrator determines that the change is so fundamental that revision and continuation of this Agreement is not feasible, structure a termination of this Agreement that will return the Parties as nearly as possible to the economic positions in which they would have been had they not entered into this Agreement, without altering in a material way the economic benefits realized during the period this Agreement was in effect.

10.4 **Exhaustion of Arbitration Required.** The Parties agree that the procedures set forth in this Article, including the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration, shall be completed before any party may initiate a claim or defense in any court contending that a provision of this Agreement or a party's activities violate any federal, state, or local law, or seek an advisory opinion from any regulatory or enforcement agency as to the legality of this Agreement, or any provision hereof, under any such law.

ARTICLE XI
GUARANTY

The Practice unconditionally guarantees to the District and NBMS the obligations of the Recruited Physician, both performance and financial. This Guaranty is a guaranty of payment and performance, not of collection.

ARTICLE XII
ADMINISTRATIVE PROVISIONS

12.1 **Amendment.** This Agreement may be changed or amended only by a written amendment executed by or on behalf of all the Parties. This Agreement shall not be modified in any material respect during the Assistance Period and may not be modified or amended at any time to extend the Assistance Period or to furnish any financial assistance other than as provided in Article II and Article III of this Agreement.

12.2 **Assignment.** This Agreement, including each and every right and obligation referenced herein, shall not be assigned by the Recruited Physician without the express prior written consent of NBMS. This Agreement may be assigned by the Practice to an Affiliated Entity of the Practice for purposes of maximizing economies of scale in the provision of benefits, insurance, or other related financial matters. Affiliated Entity of the Practice shall mean a subsidiary of the practice or an entity 100% owned by the owners of the Practice. NBMS may, without the consent of the Practice and/or the Recruited Physician, assign this Agreement and any rights and/or obligations of NBMS referenced herein to any affiliated corporation established by the District or by NBMS.

12.3 **Counterparts.** This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

12.4 **Enforcement Costs.** If any legal action or other proceeding, including arbitration, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or

prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs and all expenses, if not taxable as court costs, incurred in that action or proceeding, including all appeals, in addition to any other relief to which such party or parties may be entitled. Such attorneys' fees and other enforcement costs shall not be dischargeable in bankruptcy.

12.5 **Entire Agreement.** This Agreement (together with all Exhibits attached hereto) contains, and is intended as, a complete statement of all of the terms of this Agreement between and among the Parties with respect to the matters provided for herein and supersedes any previous agreements and understandings (whether written or oral) by and between the Parties. All Exhibits attached to this Agreement shall be deemed part of this Agreement and incorporated as if fully set forth herein.

12.6 **Execution Authority.** Each signatory to this Agreement represents and warrants that he or she possesses all necessary capacity and authority to act for, sign, and bind the respective entity or person on whose behalf he is signing.

12.7 **Gender and Number.** When the context hereof requires, the gender of all words shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and plural.

12.8 **Governing Law.** This Agreement shall be construed and all of the rights, powers and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Florida; provided, however, that the conflicts of law principles of the State of Florida shall not apply to the extent that they would operate to apply the laws of another state.

12.9 **Headings.** The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

12.10 **Notice.** All notices and other communications under this Agreement shall be in writing and shall be deemed received when delivered personally or when deposited in the U.S. mail, postage prepaid, sent registered or certified mail, return receipt requested or sent via a nationally recognized and receipted overnight courier service, to the parties at their respective principal office of record as set forth below or designated in writing from time to time. No notice of a change of address shall be effective until actually received by the other parties.

Practice:	Radiation Oncology Partners, LLC 2235 Langley Circle Orlando, FL 32835 ATTN: David Diamond, M.D.
With a copy to:	VS Endeavors, LLC 2235 Langley Circle Orlando, FL 32835 ATTN: Vikram Saini, JD

Hospital:	Parrish Medical Center 951 North Washington Avenue Titusville, FL 32796 ATTN: President/CEO
NBMS:	North Brevard Medical Support, Inc. 951 North Washington Ave. Titusville, Florida 32796
With a copy to:	William Boyles, Esq. Gray Robinson, P.A. 301 East Pine Street, Suite 1400 Orlando, Florida 32801
Recruited Physician:	_____ _____ _____ _____
With a copy to:	_____ _____ _____ ATTN: _____

12.11 **Severability.** If any provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law. It is further the intention of the Parties that if any provisions of this Agreement are capable of two constructions, one of which would render the provision void and the other one which would render the provision valid, then the provision shall have the meaning which renders it valid.

12.12 **Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of the Parties, their respective successors and permitted assigns.

12.13 **Venue.** Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement, shall exclusively be brought against any of the Parties in the courts of the State of Florida, County of Brevard, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere.

12.14 **Waiver of Breach.** No failure by a party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, agreement, term or condition. No waiver of any provision of this Agreement will be valid unless in writing signed by the party to be charged. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

NBMS:

_____
Witness

By:_____
Print Name: George Mikitarian
Title: President/CEO

_____
Witness

PRACTICE:

_____
Witness

By: _____
Print Name: David Diamond, M.D.
Title: President

_____
Witness

RECRUITED PHYSICIAN:

_____
Witness

_____
Print name: _____

_____
Witness

EXHIBIT “H”

[ATTACH FAIR MARKET VALUE APPRAISAL]

EXHIBIT "H"

Health First Cancer Center

490 N. Washington Avenue
Titusville, Florida 32796

Real Estate Appraisal Report as of December 31, 2024

Issued: January 22, 2025

STOUT

Health First
Cancer Institute

Contact Information

For more information, please contact one of the following members of the engagement team:

Matthew J. Chiasson, MAI
Director
561-270-0542
mchiasson@stout.com

STOUT SERVICES

Investment Banking & Restructuring
Providing mergers and acquisitions advisory, private capital raising, and distressed advisory services for buyers and sellers.

Accounting & Reporting Advisory
Providing accounting expertise for audit support, technical accounting and standards implementation, internal controls, and financial statement preparation.

Valuation Advisory
Providing valuations of business enterprises, debt, equity, complex securities, intellectual property, real estate, and personal property.

Transaction Advisory
Providing financial, IT, and tax due diligence, fairness and solvency opinions, interim management, and integration and separation support.

Disputes, Claims, & Investigations
Providing expert testimony and consulting, as well as insurance claim, investigations, and compliance services for financial-related matters.

January 22, 2025

Mr. Christopher McAlpine
Sr. Vice President, Chief Transformation Office
Parrish Medical Center
951 North Washington Avenue
Titusville, FL 32796

Re: ***Real Estate Appraisal of 490 N. Washington Avenue, Titusville, Brevard County, Florida 32796***
Stout Risius Ross, LLC Project # 200220-0004

Dear Mr. McAlpine:

In fulfillment of our agreed upon engagement letter, we are pleased to transmit the following appraisal report.

The subject is a two-story, free-standing cancer center that is currently 79.8% occupied on a short term lease to Health First Medical Group, LLC. The term was for one-year which commenced on the closing date as of September 23, 2024 and will end on September 22, 2025. For purposes of this valuation, we are assuming a hypothetical value assuming the current landlord (Parrish Medical Center) enters into a 15-year term at market rent as part of a sale/leaseback as of the effective date of this analysis.

This report has been prepared for Parrish Medical Center, which is the client. The client agrees that there are no other intended users. This report may not be distributed to or relied upon by any other persons or entities without the written permission of Stout. Provided however, Stout understands and agrees that Parrish Medical Center is a governmental agency (a Special District of the State of Florida) and the appraisal report will become a public record in accordance with Florida Public Records Laws and thus will be available to the public upon request.

This appraisal report has been prepared in accordance with our interpretation of your institutions guidelines, and conforms with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, as well as the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

This appraisal employs the Sales Comparison Approach and the Income Capitalization Approach.

Based on our Appraisal as defined by the *Uniform Standards of Professional Appraisal Practice*, we have developed an opinion that the hypothetical as-is market value of the Leased Fee interest of the referenced property, subject to the assumptions and limiting conditions, certifications, extraordinary and hypothetical conditions, if any, and definitions is shown in the following table:

MARKET VALUE CONCLUSION			
Market Value Premise	**Real Property Rights Appraised**	**Date of Value**	**Value Conclusion**
As-Is Hypothetical	**Leased Fee**	**December 31, 2024**	**$8,900,000**

The value opinion reported above is qualified by certain assumptions, limiting conditions, certifications, and definitions, which are set forth in the report.

Extraordinary Assumptions: A current site visit was not performed. A previous site visit was conducted by Brian A. Casey on July 1, 2023. The client has informed us that no major changes to the subject other than a roof replacement in late 2023. We have assumed the subject has been regularly maintained since the date of our site visit on July 1, 2023 through the effective date of this analysis. If the condition of the subject differs from that which we have assumed in this report, our value is subject to change.

Hypothetical Conditions:	The subject of this analysis is currently 79.8% occupied by Health First Medical Group, LLC on a short term basis. This analysis is providing the market value of the subject assuming the subject is leased on a 15-year term starting on the effective date of this analysis, by the current owner, Parrish Medical Center. The owner is intending to enter into a sale leaseback at the time of purchase to a potential buyer. As the subject is currently 79.8% occupied to Health First Medical Group, LLC, the value is considered to be hypothetical.

Based upon transactions that have occurred in the marketplace as well as discussions with knowledgeable market participants, exposure time would have required less than 12 months. Furthermore, a marketing period of less than 12 months is considered reasonable for properties such as the subject.

This letter is invalid as an opinion of value if detached from the report, which contains the text, exhibits, and Addenda.

Respectfully submitted,

STOUT RISIUS ROSS, LLC

Matthew J. Chiasson, MAI
Director
Cert Gen RZ3436
561-270-0542 Office Direct
mchiasson@stout.com
Expiration Date: 11-30-2026

EXECUTIVE SUMMARY

Property Name	Health First Cancer Center	
Location	490 N. Washington Avenue, Titusville, Brevard County, FL	
HAI Matter Number	200220-0004	
Highest & Best Use		
As If Vacant	Healthcare Related Use	
As Improved	Existing Use	
Parcel Identification Number	21-35-33-00-792 and 21-35-34-51-1-13	
Current Ownership Name	North Brevard County Hospital District, d/b/a Parrish Medical Center	
Real Property Rights Appraised - As Is	Leased Fee	
Date of Inspection	July 1, 2023	
Date of Value (As-Is)	December 31, 2024	
Concluded Exposure Time	less than 12 months	
Concluded Marketing Time	less than 12 months	
Concluded Tax Liability	$123,000	$5.15 Per SF
Land Area	2.78 Acres	121,097 SF
Improvements		
Zoning	OP (improved site) and M-1 (additional parking), Office Professional and Light Industrial Services and Warehousing	
Property Type	Radiation Oncology / Cancer Center	
Tenancy	Single-Tenant	
Number of Buildings	1	
Number of Stories	2	
Gross Building Area (GBA)	25,466	
Gross Leasable Area (GLA)	23,870	
Year Built	2008	
Occupancy	100.0%	
Income Capitalization Approach Conclusions		
Stabilized Occupancy	95.0%	
Net Operating Income - Total & PSF	$670,106	$28.07
Direct Capitalization Rate	7.50%	

VALUATION CONCLUSION SUMMARY

Hypothetical Market Value As-Is	**December 31, 2024**	**Value Conclusion**	**Per SF**
Sales Comparison Approach Value Conclusion		**$9,100,000**	**$381.23**
Income Capitalization Approach Value Conclusion		**$8,900,000**	**$372.85**
Reconciled Value Conclusion		**$8,900,000**	**$372.85**

SUBJECT PHOTOGRAPHS

Exterior Photo of the Subject

Exterior Photo of the Subject

Exterior Photo of the Subject

Exterior Photo of the Subject

Exterior Photo of the Subject

Interior Photo of the Subject - Waiting Area

Interior Photo of the Subject

Interior Photo of the Subject - Office

Interior Photo of the Subject - Linear Accelerator

Interior Photo of the Subject - Vault Room (Storage)

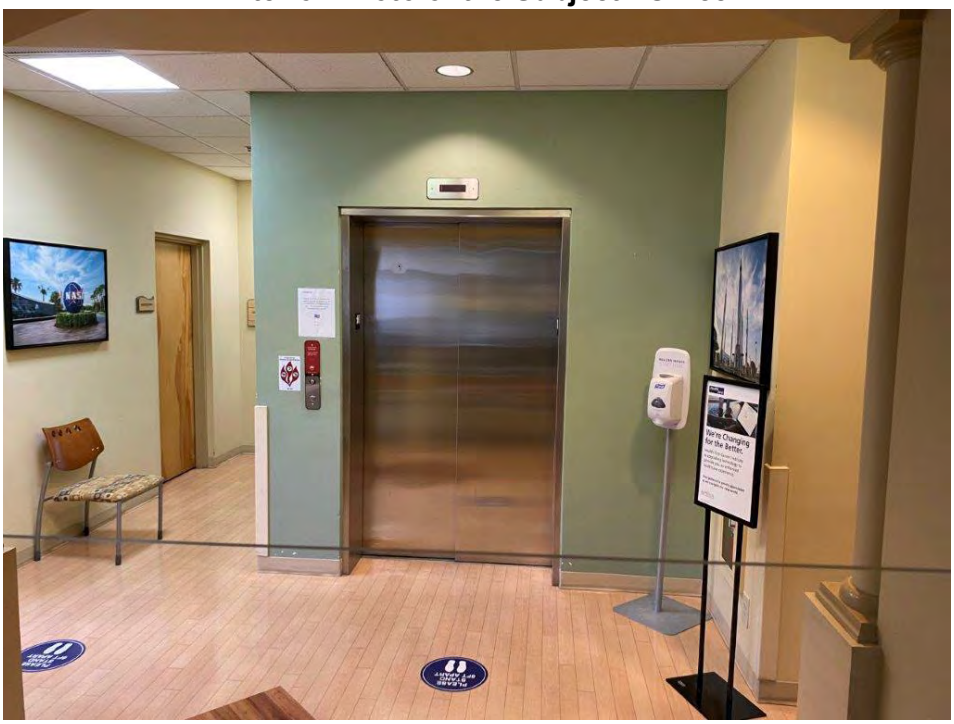
Interior Photo of the Subject - Dressing Room

Interior Photo of the Subject

Interior Photo of the Subject - Pet Holding

Interior Photo of the Subject - Pet CT

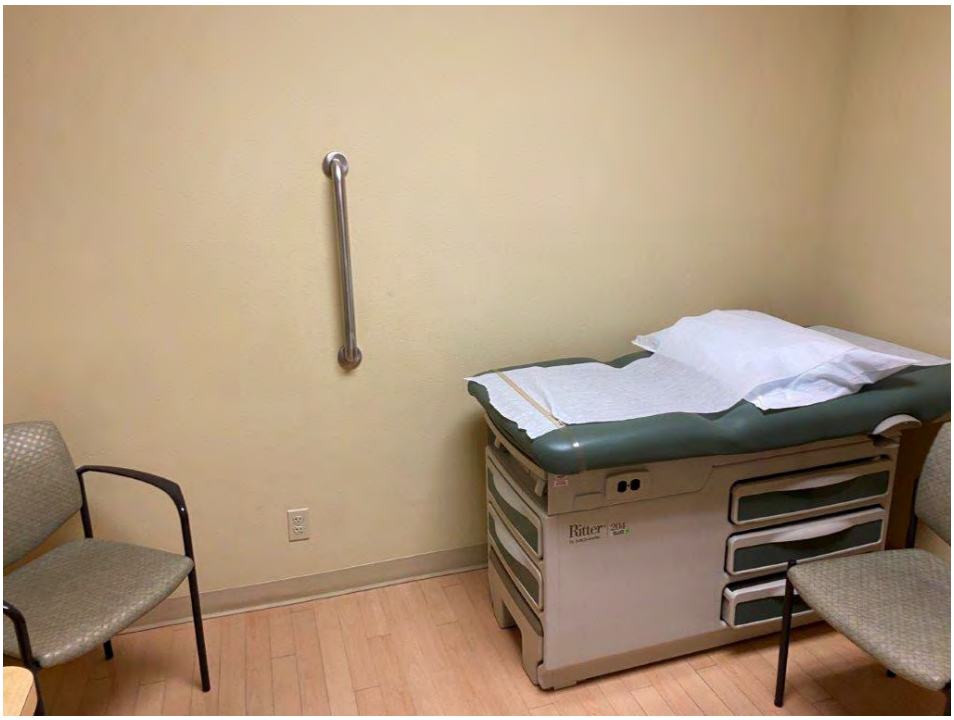
Interior Photo of the Subject - Office



Interior Photo of the Subject - Elevator

Interior Photo of the Subject - Lab

Interior Photo of the Subject - Vital Signs / Blood Draw



Interior Photo of the Subject - Exam Room

Interior Photo of the Subject - Exam Room

Interior Photo of the Subject - Doctor`s Office

Interior Photo of the Subject

Interior Photo of the Subject - Infusion Bays

Interior Photo of the Subject - Infusion Bays

View of N. Deleon Avenue Facing North

View of Jones Street Facing West

View of N. Washington Avenue Facing West

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INTRODUCTION

Property Ownership

According to Brevard County Records, the current owner is North Brevard County Hospital District, d/b/a Parrish Medical Center.

Sale History

According to Brevard County records, the site has sold within the last three years. The subject property last sold on September 23, 2024 from Health First Medical Group, LLC for a recorded price of $8,700,000 or $364.47 per square foot of building area. As part of the sale agreement, Health First Medical Group, LLC entered into a one-year lease term to occupy approximately 79.8% of the facility. Health First Medical Group has the right to terminate the lease with 60 days written notice.

Our concluded value of $8,900,000 is considered reasonable in comparison to the subject property most recent sale price of $8,700,000 as there was only a one-year lease term in place to the seller of the property to occupy 79.8% of the facility. In this analysis we have assumed a hypothetical market value assuming a sale lease back with Parrish Medical Center as the tenant on a 15-year term. As a result, our conclusion is considered to be within market expectations given the 15-year lease term to a hospital tenant.

Intended Use and Users of the Appraisal

This appraisal is prepared for Parrish Medical Center. The client agrees that there are no other intended users. However, the appraisal is a public record under the Florida Public records act and thus available to public upon request.

The appraisal is intended to be used for internal review purposes to evaluate the market value of the property for a possible sales transaction.

The identity of the client, intended users, or intended use; the date of value; type of value or interest appraised; or property appraised cannot be changed without a new agreement.

Date of Value & Date of Inspection

The as is date of value of the subject is December 31, 2024. Brian A. Casey inspected the property on July 1, 2023. A current site inspection was not conducted as agreed to by the client. The client has notified us to the current condition of the property, indicating that the only major change was a roof replacement at the end of 2023.

Property Rights Appraised

Leased Fee

Scope of Work

This appraisal is presented in an appraisal report and is intended to comply with the reporting requirements set forth under the *Uniform Standards of Professional Appraisal Practice* (USPAP).

In addition, the report was also prepared to conform to the requirements of the Code of Professional Ethics of the Appraisal Institute and the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), Title XI Regulations.

In preparation of this appraisal, Stout investigated numerous improved sales, analyzed rental data and considered the input of buyers, sellers, brokers, property developers and public officials. Additionally, we investigated the general regional economy as well as the specifics of the local area of the subject.

The scope of this appraisal required collecting and verifying data relative to the subject property. The depth of the analysis is intended to be appropriate in relation to the significance of the appraisal issues as presented herein. Subject property data is analyzed and confirmed with sources believed to be reliable, whenever possible, leading to the value conclusions set forth in this report. In the context of completing this report, Brian A. Casey made a personal site inspection of the subject property on July 1, 2023. Matthew J. Chiasson, MAI did not make a current site inspection. The valuation process involved utilizing generally accepted market-derived methods and procedures considered appropriate to the assignment.

Exposure Time and Marketing Time

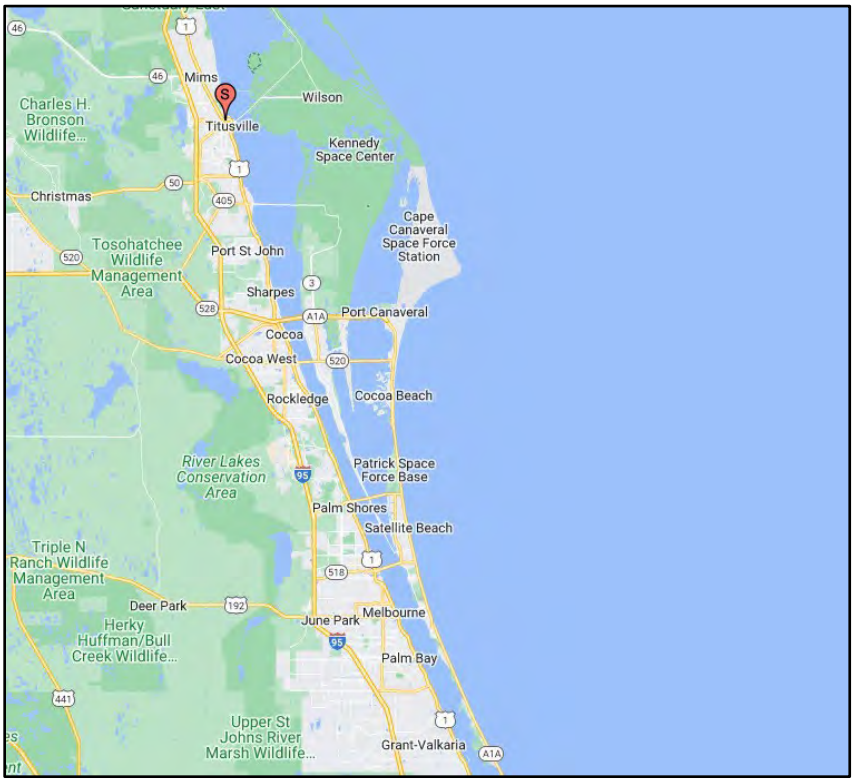
We believe, based on the assumptions employed in our analysis, as well as our selection of investment parameters for the subject, that our value conclusion represents a price achievable in less than 12 months for both exposure time and marketing time.

Legal Description

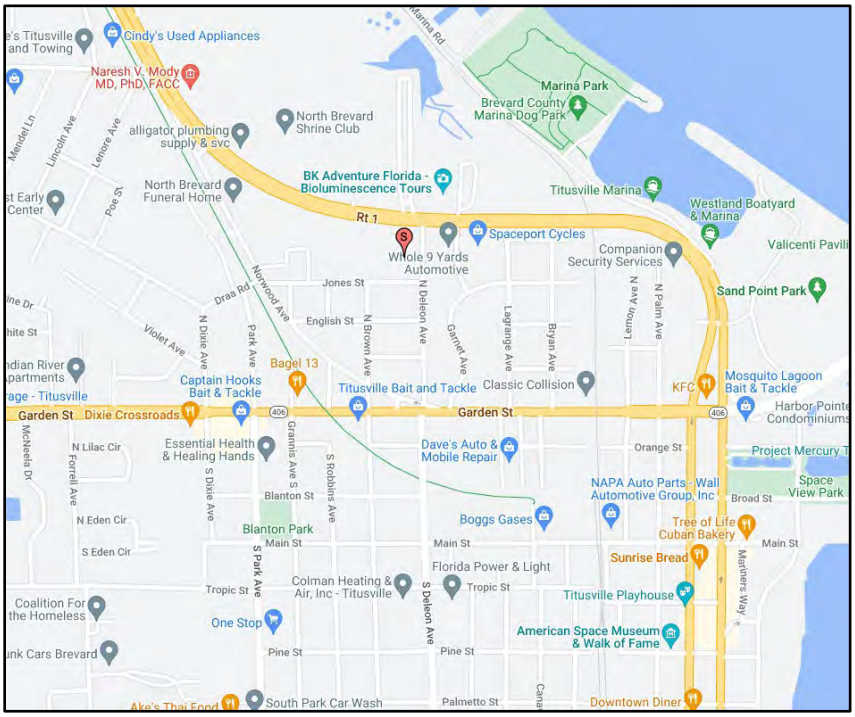
The legal description can be found in the addendum of this report.

REGIONAL AND LOCAL AREA MAP

REGIONAL AREA MAP



LOCAL AREA MAP



REGIONAL AND LOCAL AREA ANALYSIS

The short and long-term value of real estate is influenced by a variety of interacting factors. Regional analysis identifies those factors that affect property value, and the role they play within the region. The four primary forces that determine the supply and demand for real property, and consequently affect market value, are: environmental characteristics, governmental forces, social factors, and economic trends.

The subject property is in the city of Titusville, Florida, within the Melbourne-Titusville-Palm Bay MSA.

Economic & Demographic Profile

The following profile of the Melbourne-Titusville-Palm Bay MSA was provided by Moody's Economy.com as of August 2024. Economy.com's core assets of proprietary editorial and research content as well as economic and financial databases are a source of information on national and regional economies, industries, financial markets, and demographics.

Economy.com's approach to the analysis of the U.S. economy consists of building a large-scale, simultaneous-equation econometric model, which they simulate and adjust with local market information, creating a model of the U.S. macro economy that is both top-down and bottom-up. In this model, those variables that are national in nature are modeled nationally while those that are regional in nature are modeled regionally. Interest rates, prices, and business investment are modeled as national variables; key sectors such as labor markets (employment, labor force), demographics (population, households, and migration), and construction activity (housing starts and sales) are modeled regionally and then aggregated to national totals. This approach allows local information to influence the macroeconomic outlook. Therefore, changes in fiscal policy at the national level (changes in tax rates, for example) are translated into their corresponding effects on state economies.

In addition, on a regional basis, the modeling system is explicitly linked to other states through migration flows and unemployment rates. Economy.com's model structure also takes into account migration between states.

Location Overview

The subject property is located in Brevard County, within the City of Titusville. Specifically, the primary site is located at the southwest corner of N. Washington Avenue and N. Deleon Avenue and the vacant / additional parking site is located across the street on N. Deleon Avenue.

Moody's Analytics

PALM BAY-MELBOURNE-TITUSVILLE FL

Data Buffet® MSA code: IUSA_MPAL

ECONOMIC DRIVERS

DEFENSE | MANUFACTURING | TOURIST DESTINATION

EMPLOYMENT GROWTH RANK

2023-2025	2023-2028
170	130
3rd quintile	2nd quintile

Best=1, Worst=410

RELATIVE COSTS

LIVING	BUSINESS
105%	92%

U.S.=100%

VITALITY

RELATIVE: 0.51, Rank: 55

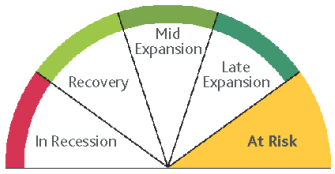
Best=1, Worst=403

QUALITY

OF LIFE: 75

Best=1, Worst=378

BUSINESS CYCLE STATUS



STRENGTHS & WEAKNESSES

STRENGTHS

- Expanding aerospace; lots of tech jobs.
- Lower cost of living than in other Florida metro areas.
- Strong migration and population trends.
- High quality of life.

WEAKNESSES

- High reliance on cyclical tourism and the cruise industry.
- Relatively undereducated population.
- Low share of prime-age workers.

FORECAST RISKS

SHORT TERM ↑ | LONG TERM ↑

RISK EXPOSURE 2024-2029: 65, 1st quintile (*Most=1, Least=403*)

UPSIDE

- Increased private sector involvement in space launches benefits PAL more than expected.
- Consumer demand for cruises continues to grow despite a softening labor market.

DOWNSIDE

- Inability to expand port drives cruise operators elsewhere.
- In-migration slows considerably, leading to worker shortages in key industries.

MOODY'S RATING

A1 — COUNTY AS OF AUG 03, 2022

ANALYSIS

Recent Performance. Palm Bay-Melbourne-Titusville's economy has largely leveled off. Following a robust second half of 2023, total nonfarm employment has moved sideways this year, causing it to underperform the South and U.S. Aerospace-centered manufacturing is uneven, with a solid start to the year followed by a pullback. Meanwhile, following a weak start to the year, healthcare has resumed growth, building upon its impressive 2023 performance. The jobless rate is inching higher but remains below the regional figure, and a shrinking labor force is pushing household employment down. The housing market is uninspired as well, as modest price growth to end 2023 has given way to outright declines since late spring.

Aerospace. Manufacturing will rebound and outpace the nation in the near term. The metro area is a national hub of aerospace manufacturing, ranking in the top 10 nationally for share of jobs tied to the industry thanks to a growing cluster of private aerospace firms and the Kennedy Space Center. Increased private sector involvement in space missions and the presence of established names with stable government contracts have helped manufacturing grow in recent years despite headwinds such as weak demand and worker shortages. In addition, the presence of SpaceX and the firm's plans to increase rocket launches from PAL will contribute to the growth. These trends will benefit PAL, but risks remain. Some large local aerospace firms such as L3Harris and Lockheed Martin have announced layoffs and hiring freezes due in part to persistent cost pressures. Should layoffs spread, the diminished growth prospects for one of the area's few high-wage industries would lead to widespread spillover.

Visitors. Leisure/hospitality payrolls will grow at a steady clip. PAL relies heavily on tourists, many of whom are drawn to attractions such as the Kennedy Space Center and Port Canaveral. Robust consumer demand for cruises is also providing a boost, with Port Canaveral now the world's busiest cruise port. Officials are expecting another record year of tourist arrivals, while cruise liners are expanding operations in anticipation of the launch of a new ship by MSC Cruises next year. Still, moderating consumer spending amid a softening labor market will limit spending locally. Additional efforts to expand Port Canaveral, however, face obstacles as state officials have tended to favor allocating space to the commercial space program. This could result in more severe port congestion, leading ships to opt for other regional ports that are expanding more aggressively such as Galveston TX, dealing a major blow to one of PAL's key drivers.

Migration. Population gains and a desirable quality of life strengthen the long-term outlook. In 2023, PAL's population growth ranked in the top 25 nationally, supported by warm weather and plentiful beaches. The metro area also ranked first in last year's U-Haul Growth Index, which studies one-way moving-truck traffic into cities. Population growth will alleviate worker shortages for key drivers such as manufacturing and tourism. Meanwhile, continued popularity with seniors will support consumer industries and healthcare while generally providing stability. But retirees' fixed incomes and lower propensity to spend will limit job and output growth.

Palm Bay-Melbourne-Titusville will grow in line with the South. Increased demand for services will bolster aerospace, while leisure/hospitality will benefit from rising visitor counts. Longer term, steady in-migration will help to keep PAL a strong performer.

Siddiq Ahmed 1-866-275-3266
August 2024 helpeconomy@moodys.com

2018	2019	2020	2021	2022	2023	INDICATORS	2024	2025	2026	2027	2028	2029
25.4	26.3	26.4	28.7	29.5	31.2	Gross metro product (C17$ bil)	32.5	33.1	33.9	34.7	35.6	36.6
6.1	*3.8*	*0.4*	*8.7*	*2.8*	*5.7*	*% change*	*4.1*	*2.0*	*2.2*	*2.5*	*2.6*	*2.5*
226.1	233.5	228.0	237.8	245.4	253.6	Total employment (ths)	257.1	259.9	261.6	262.7	264.0	265.4
4.4	*3.3*	*-2.3*	*4.3*	*3.2*	*3.4*	*% change*	*1.4*	*1.1*	*0.6*	*0.4*	*0.5*	*0.5*
3.6	3.3	7.0	4.2	2.9	3.0	Unemployment rate (%)	3.6	4.0	4.0	4.0	3.9	3.9
6.3	6.4	7.8	10.8	3.7	8.2	Personal income growth (%)	5.4	4.6	4.4	4.3	4.5	4.5
56.2	60.5	62.9	68.9	75.3	80.0	Median household income ($ ths)	83.6	86.9	90.2	93.6	97.0	100.5
596.1	602.3	608.8	617.9	630.7	644.0	Population (ths)	648.5	652.1	655.6	659.4	663.6	668.0
1.1	*1.0*	*1.1*	*1.5*	*2.1*	*2.1*	*% change*	*0.7*	*0.5*	*0.5*	*0.6*	*0.6*	*0.7*
8.9	8.9	9.5	13.5	16.4	16.3	Net migration (ths)	7.8	7.2	7.3	7.8	8.3	8.6
2,362	2,454	3,333	4,451	4,255	4,891	Single-family permits (#)	3,457	3,632	3,859	3,791	3,564	3,355
596	1,748	1,406	723	1,003	1,646	Multifamily permits (#)	635	806	710	588	573	564
8.0	*5.4*	*7.0*	*17.8*	*25.2*	*6.7*	FHFA house price index (% change)	*1.4*	*-0.7*	*0.3*	*1.1*	*1.8*	*2.0*

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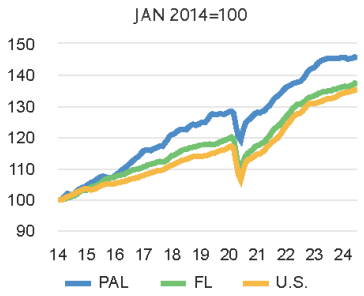
ECONOMIC HEALTH CHECK

3-MO MA	Feb 24	Mar 24	Apr 24	May 24	Jun 24	Jul 24
Employment, change, ths	0.1	-0.2	0.0	0.1	0.4	0.2
Unemployment rate, %	3.3	3.3	3.3	3.4	3.4	3.4
Labor force participation rate, %	56.8	56.7	56.5	56.3	56.2	56.1
Average weekly hours, #	35.0	34.7	34.5	34.1	33.9	33.8
Industrial production, 2012=100	103.4	103.5	103.7	104.2	104.6	105.0
Residential permits, single-family, #	4,016	3,321	3,389	3,575	3,665	3,787
Residential permits, multifamily, #	2,211	764	116	116	137	137
Dec/Dec	**Dec 18**	**Dec 19**	**Dec 20**	**Dec 21**	**Dec 22**	**Dec 23**
Employment, change, ths	9.5	5.9	-4.0	8.7	9.4	6.3

Better than prior 3-mo MA | Unchanged from prior 3-mo MA | Worse than prior 3-mo MA

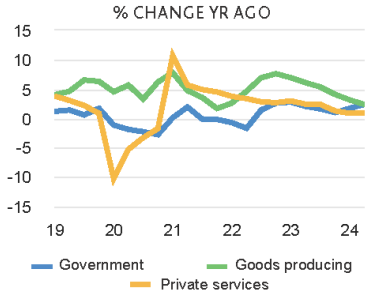
Sources: BLS, Census Bureau, Moody's Analytics

BUSINESS CYCLE INDEX



Source: Moody's Analytics

CURRENT EMPLOYMENT TRENDS



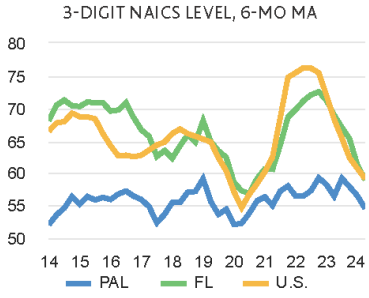
Sources: BLS, Moody's Analytics

% CHANGE YR AGO, 3-MO MA

	Jul 23	Jan 24	Jul 24
Total	3.6	2.5	1.5
Mining	3.5	5.6	3.7
Construction	4.8	5.3	4.2
Manufacturing	7.7	4.3	2.1
Trade	0.0	0.4	2.0
Trans/Utilities	2.5	0.3	1.4
Information	13.0	5.6	2.5
Financial Activities	6.5	3.7	-0.6
Prof & Business Svcs.	1.6	-0.9	-4.4
Edu & Health Svcs.	5.5	5.2	4.6
Leisure & Hospitality	3.0	3.2	1.6
Other Services	2.7	1.8	4.3
Government	2.5	1.1	1.8

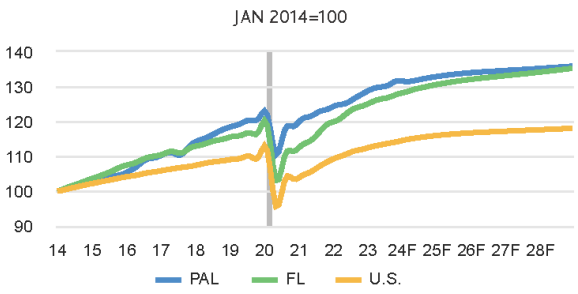
Sources: BLS, Moody's Analytics

DIFFUSION INDEX



Sources: BLS, Moody's Analytics

RELATIVE EMPLOYMENT PERFORMANCE

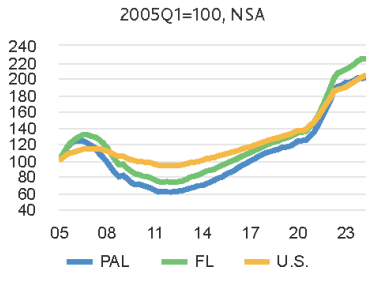


FORECAST VS. 6 MO PRIOR

2-Yr	5-Yr
↑	↑
↑	↑
↑	↑

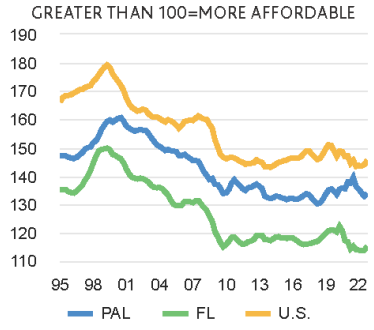
Sources: BLS, Moody's Analytics

HOUSE PRICE



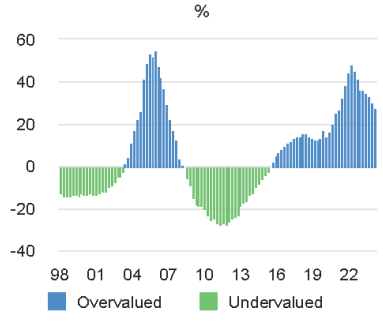
Sources: FHFA, Moody's Analytics

RENTAL AFFORDABILITY



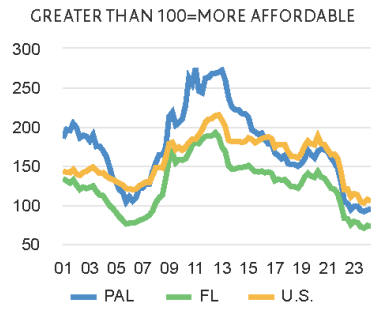
Sources: Census Bureau, BLS, Moody's Analytics

HOUSE PRICE TRENDS



Source: Moody's Analytics

HOUSING AFFORDABILITY



Sources: NAR, Moody's Analytics

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EMPLOYMENT AND INDUSTRY

TOP EMPLOYERS

Health First Inc.	8,000-8,999
L3Harris Technologies	7,000-7,999
Walmart Inc.	3,000-3,999
Publix Super Markets Inc.	3,000-3,999
Northrop Grumman	3,000-3,999
Kennedy Space Center	2,000-2,999
Space Launch Delta 45	2,000-2,999
Collins Aerospace	1,000-1,999
Florida Institute Of Technology Inc.	1,000-1,999
Rockledge Medical Group Association	1,000-1,999
Jacobs Technology Inc.	1,000-1,999
Teletech Services Corp.	1,000-1,999
DRS Network & Imaging Systems LLC	1,000-1,999
SpaceX	1,000-1,999
Eastern Florida State College	1,000-1,999
Lockheed Martin Corp.	1,000-1,999
EviCore Healthcare	750-999
Overland Contracting Inc.	750-999
Irby Construction Co. Inc.	750-999
Blue Origin	750-999

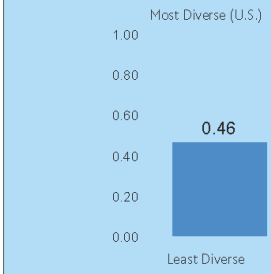
Sources: Department for Economic Opportunity, 2021, Economic Development Commission of Florida's Space Coast, 2021

PUBLIC

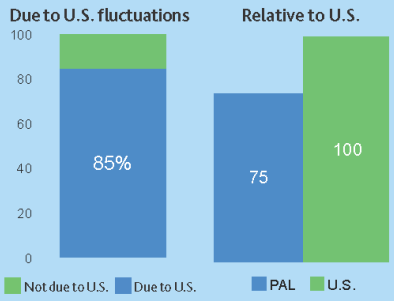
Federal	6,823
State	2,720
Local	18,871

2023

INDUSTRIAL DIVERSITY



EMPLOYMENT VOLATILITY



COMPARATIVE EMPLOYMENT AND INCOME

	% OF TOTAL EMPLOYMENT			AVERAGE ANNUAL EARNINGS		
Sector	PAL	FL	U.S.	PAL	FL	U.S.
Mining	0.0	0.0	0.4	$17,316	$33,671	$162,011
Construction	7.3	6.5	5.1	$71,512	$64,619	$77,126
Manufacturing	13.3	4.3	8.3	$130,181	$90,333	$98,786
Durable	*93.9*	*68.6*	*62.6*	*ND*	*$93,659*	*$102,481*
Nondurable	*6.1*	*31.4*	*37.4*	*ND*	*$83,594*	*$92,804*
Transportation/Utilities	2.2	4.4	4.6	$42,288	$51,830	$63,443
Wholesale Trade	2.2	4.0	3.9	$109,639	$101,344	$105,213
Retail Trade	11.4	11.8	10.0	$39,428	$44,921	$44,166
Information	1.2	1.6	1.9	$68,290	$94,543	$146,804
Financial Activities	3.4	7.0	5.9	$26,712	$40,665	$59,168
Prof. and Bus. Services	15.9	16.6	14.6	$69,331	$70,429	$88,580
Educ. and Health Services	15.4	15.1	16.2	$62,477	$64,776	$68,194
Leisure and Hosp. Services	11.8	13.3	10.6	$30,756	$40,115	$38,514
Other Services	4.5	3.8	3.7	$41,036	$38,581	$44,296
Government	11.3	11.5	14.6	$87,880	$88,350	$92,230

Sources: Percent of total employment — BLS, Moody's Analytics, 2023, Average annual earnings — BEA, Moody's Analytics, 2022

ENTREPRENEURSHIP

NOT AVAILABLE

EXPORTS

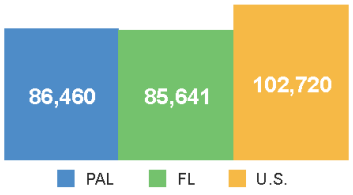
Product - 2019	$ mil
Food and kindred products	ND
Chemicals	ND
Primary metal manufacturing	ND
Fabricated metal products	24.4
Machinery, except electrical	104.4
Computer and electronic products	679.8
Transportation equipment	333.4
Miscellaneous manufacturing	ND
Other products	119.8
Total	1,397.1

Destination - 2022	$ mil
Africa	30.0
Asia	336.6
European Union	479.5
Canada & Mexico	ND
South America	307.5
Rest of world	ND
Total	1,705.2
% of GDP	*4.9*
Rank among all metro areas	*167*

Sources: BEA, International Trade Administration, Moody's Analytics

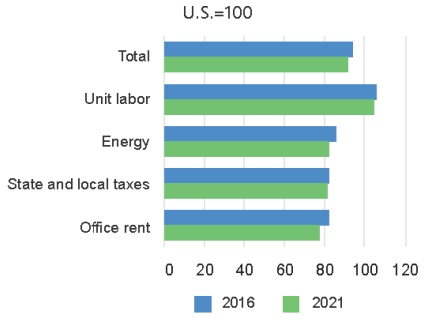
PRODUCTIVITY

REAL OUTPUT PER WORKER, $



Sources: BEA, Moody's Analytics, 2022

BUSINESS COSTS



Source: Moody's Analytics

HIGH-TECH EMPLOYMENT

	Ths	% of total
PAL	27.4	10.8
U.S.	8,526.6	5.5

HOUSING-RELATED EMPLOYMENT

	Ths	% of total
PAL	32.8	12.9
U.S.	15,428.7	9.9

Source: Moody's Analytics, 2023

LEADING INDUSTRIES BY WAGE TIER

	NAICS	Industry	Location Quotient	Employees (ths)
HIGH	3344	Semiconductor & other elect. comp. manuf.	15.1	9.0
	GVF	Federal Government	1.5	6.7
	6211	Offices of physicians	1.5	6.7
	3345	Navig., meas., electmed. & cont. inst. manuf.	7.4	4.9
MID	GVL	Local Government	0.9	19.2
	5413	Architectural, engineering & rel. srvcs.	2.7	6.8
	6221	General medical and surgical hospitals	0.8	5.9
	2382	Building equipment contractors	1.3	4.8
LOW	7225	Restaurants and other eating places	1.3	21.1
	4451	Grocery stores	1.4	6.0
	5617	Services to buildings and dwellings	1.3	4.6
	4523	General Merchandise Stores	1.3	4.5

Source: Moody's Analytics, 2023

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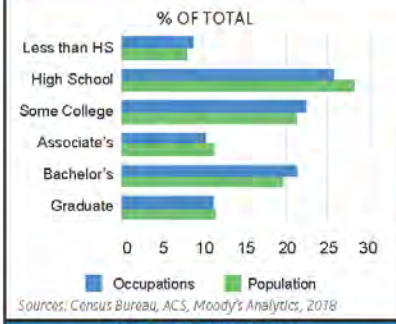
SKILLS MISMATCH



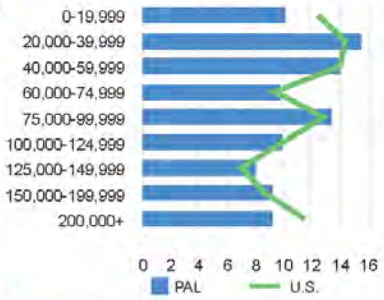
Sources: Census Bureau, ACS, Moody's Analytics, 2018

ECONOMIC DISENFRANCHISEMENT

Index	2021	Rank*
Gini coefficient	0.47	127
Palma ratio	3.2	183
Poverty rate	11.1%	283

*Most unequal=1; Most equal=403

HOUSEHOLDS BY INCOME, %



Sources: Census Bureau, ACS, Moody's Analytics, 2022

PER CAPITA INCOME

$ THS

2023	PAL $60,194	FL $68,248	U.S. $68,331

Sources: BEA, Moody's Analytics

MIGRATION FLOWS

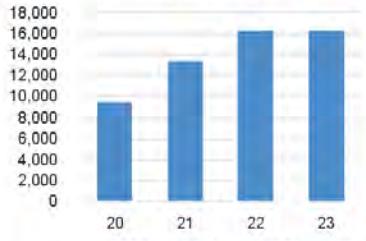
INTO PALM BAY FL

	Number of Migrants
Orlando FL	4,058
Fort Lauderdale FL	1,295
New York NY	1,136
Tampa FL	1,096
West Palm Beach FL	990
Sebastian FL	938
Miami FL	843
Port St. Lucie FL	754
Jacksonville FL	710
Deltona FL	670
Total in-migration	*37,845*

FROM PALM BAY FL

Orlando FL	3,003
Tampa FL	932
Deltona FL	766
Sebastian FL	737
Jacksonville FL	672
West Palm Beach FL	448
Fort Lauderdale FL	401
Port St. Lucie FL	386
Atlanta GA	331
Washington DC	313
Total out-migration	*24,031*
Net migration	**13,814**

NET MIGRATION, #



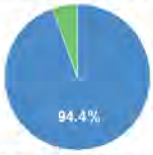
	2020	2021	2022	2023
Domestic	9,054	13,112	15,452	14,886
Foreign	462	376	913	1,440
Total	9,516	13,488	16,365	16,326

Sources: IRS (top), 2022, Census Bureau, Moody's Analytics

COMMUTER FLOWS

RESIDENTS WHO WORK IN PAL

WORKERS WHO LIVE IN PAL



Top Outside Sources of Jobs

Palm Bay FL	Share
Orlando FL	4.0
Sebastian FL	1.5
Port St. Lucie FL	0.5
Deltona FL	0.4
Fort Lauderdale FL	0.2

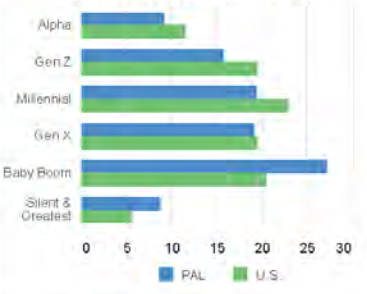
Top Outside Sources of Workers

Palm Bay FL	Share
Orlando FL	2.8
Sebastian FL	0.9
Deltona FL	0.6
Port St. Lucie FL	0.4
Tampa FL	0.1

Sources: Census Bureau, Moody's Analytics, avg 2016-2020

GENERATIONAL BREAKDOWN

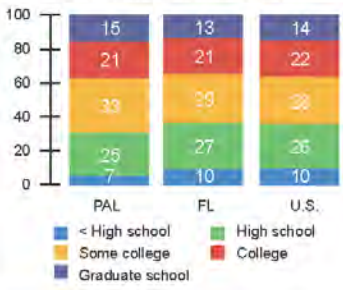
POPULATION BY GENERATION, %



Sources: Census Bureau, Moody's Analytics, 2022

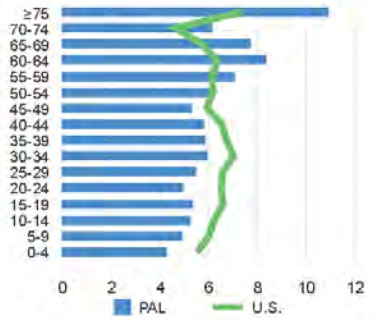
EDUCATIONAL ATTAINMENT

% OF ADULTS 25 AND OLDER



Sources: Census Bureau, ACS, Moody's Analytics, 2022

POPULATION BY AGE, %



Sources: Census Bureau, Moody's Analytics, 2023

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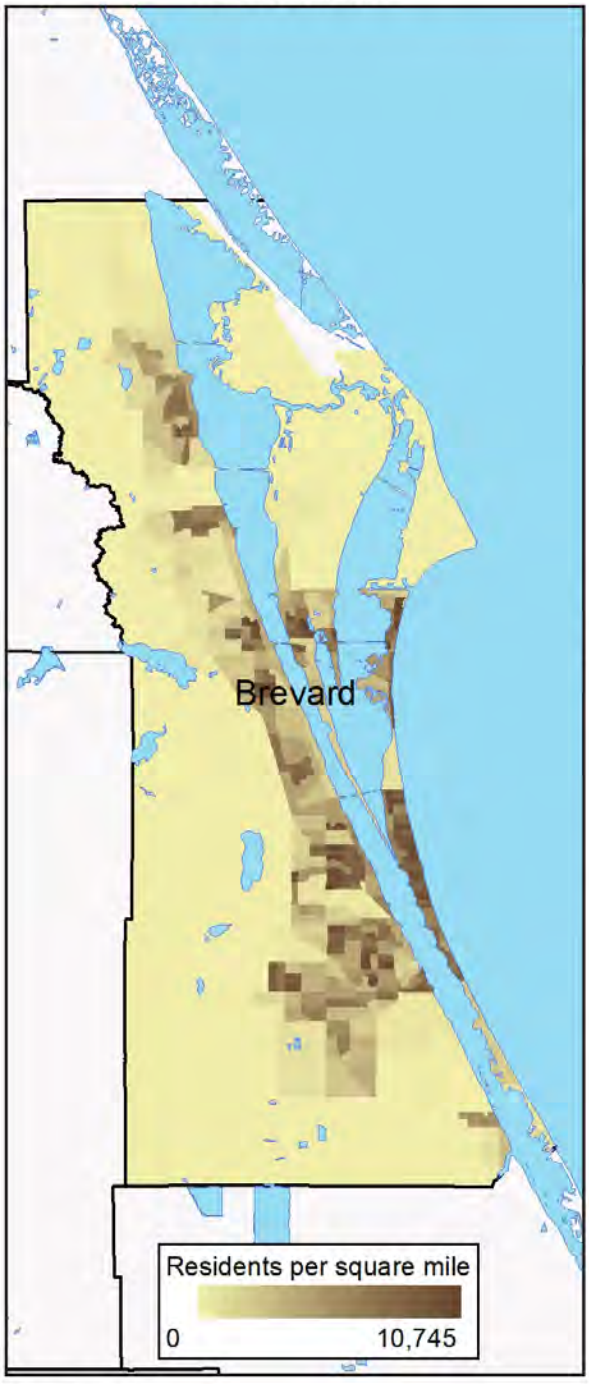
GEOGRAPHIC PROFILE

POPULATION DENSITY



MEDIAN HOUSEHOLD INCOME

MEDIAN COMMUTE TIME

POPULATION & HOUSING CHARACTERISTICS

	Units	Value	Rank*
Total area	sq mi	1,557.1	236
Total water area	sq mi	541.6	38
Total land area	sq mi	1,015.7	288
Land area - developable	sq mi	684.0	233
Land area - undevelopable	sq mi	331.5	228
Population density	pop. to developable land	634.0	49
Total population	ths	644.0	107
U.S. citizen at birth	% of population	86.8	296
Naturalized U.S. citizen	% of population	6.6	76
Not a U.S. citizen	% of population	3.3	201
Median age		47.0	23
Total housing units	ths	299.1	101
Owner occupied	% of total	65.2	77
Renter occupied	% of total	20.3	366
Vacant	% of total	14.5	54
1-unit; detached	% of total	65.5	231
1-unit; attached	% of total	4.7	171
Multifamily	% of total	22.8	174
Median year built		1988	

** Areas & pop. density, out of 410 metro areas/divisions, including metros in Puerto Rico; all others, out of 403 metros.*

Sources: Census Bureau, Moody's Analytics, 2022 except land area 2010

Sources: ACS, Moody's Analytics

MOODY'S ANALYTICS / Précis® U.S. Metro / August 2024

Nearby and Adjacent Uses

The uses in proximity to the subject are discussed as follows:

- North – N. Washington Avenue forms the northern boundary of the subject followed by the Cherrydon mobile home park and the Addington Place of Titusville assisted living facility.
- South – Jones Street forms the southern boundary of the subject site followed by single-family home developments.
- West – A single-story medical office building forms the western boundary of the site followed by a two-story medical office building and single-family home development.
- East – N. Deleon Avenue forms the eastern boundary of the subject site followed by light manufacturing uses (auto repair shops).

Special Hazards or Adverse Influences

We observed no detrimental influences in the local market area, such as landfills, flood areas, noisy or air polluting industrial plants, or chemical factories.

Land Use Changes

At the time of inspection there were no other planned improvements that may compete directly with the subject property to the best of our knowledge.

Parrish Medical Center

Parrish Medical Center is located just under one mile northwest of the subject. The facility is a voluntary non-profit, 210-bed short term acute-care hospital. Parrish Medical Center specializes the following services: cardiovascular services, emergency services, neurosciences, oncology services, orthopedic services, radiology/nuclear medicine/imaging, rehabilitation services, surgery, special care (ICU) and wound care.

Access

Local – The subject property is located along the south side of N. Washington Avenue (U.S. 1). N. Washington Avenue is a major north south aligned roadway (the road runs in an east-west direction at the subject for under one half of a mile) that runs along the eastern boundaries of Titusville. It provides access to Indian River City and Port St. John to the south and Wiley to the north. Other major local roadways include Garden Street just one quarter of a mile south of the subject. Garden Street is an east-west aligned commercial roadway providing access to Interstate 95 to the west and linking to the Max Brewer Memorial Bridge to the east.

Regional – Interstate-95 is the major roadway system serving the regional area and provides access. I-95 runs in a north-south direction and serves the entire eastern coast of Florida linking the subject's regional market to Palm Beach, Ft. Lauderdale and Miami to the south and Daytona Beach and Jacksonville to the north. Other major roadways serving the regional market include State Road 528 and State Road 50 which run in an east-west direction and provide access to the Orlando MSA to the west.

Overall, the subject's local area access is good..

Demographics

esri
THE SCIENCE OF WHERE

Market Profile			
490 N Washington Ave, Titusville, Florida, 32796			
Rings: 1, 3, 5 mile radii			
Latitude: 28.61859			
Longitude: -80.81534			

	1 mile	3 miles	5 miles
Population Summary			
2010 Total Population	5,473	28,968	50,795
2020 Total Population	5,775	31,187	55,487
2020 Group Quarters	412	498	665
2024 Total Population	5,973	31,547	56,305
2024 Group Quarters	439	525	702
2029 Total Population	6,090	31,882	57,603
2024-2029 Annual Rate	0.39%	0.21%	0.46%
2024 Total Daytime Population	12,502	33,543	55,770
Workers	8,518	14,518	22,330
Residents	3,984	19,025	33,440
Household Summary			
2010 Households	2,562	12,382	21,755
2010 Average Household Size	2.02	2.31	2.31
2020 Total Households	2,623	13,280	23,775
2020 Average Household Size	2.04	2.31	2.31
2024 Households	2,702	13,529	24,275
2024 Average Household Size	2.05	2.29	2.29
2029 Households	2,772	13,831	25,118
2029 Average Household Size	2.04	2.27	2.27
2024-2029 Annual Rate	0.51%	0.44%	0.69%
2010 Families	1,331	7,700	13,853
2010 Average Family Size	2.71	2.87	2.84
2024 Families	1,387	7,988	14,710
2024 Average Family Size	2.84	2.91	2.90
2029 Families	1,410	8,093	15,087
2029 Average Family Size	2.83	2.88	2.87
2024-2029 Annual Rate	0.33%	0.26%	0.51%
2024 Households by Income			
Household Income Base	2,702	13,529	24,275
<$15,000	20.3%	10.3%	8.9%
$15,000 - $24,999	11.1%	6.5%	5.7%
$25,000 - $34,999	9.4%	7.7%	7.3%
$35,000 - $49,999	13.0%	13.3%	12.6%
$50,000 - $74,999	21.1%	21.7%	22.4%
$75,000 - $99,999	8.4%	13.3%	13.4%
$100,000 - $149,999	9.3%	14.0%	15.4%
$150,000 - $199,999	4.2%	7.9%	8.9%
$200,000+	3.2%	5.2%	5.4%
Average Household Income	$64,815	$85,233	$89,030
2029 Households by Income			
Household Income Base	2,772	13,831	25,118
<$15,000	18.1%	8.6%	7.2%
$15,000 - $24,999	9.7%	4.8%	4.1%
$25,000 - $34,999	8.8%	6.4%	5.8%
$35,000 - $49,999	11.1%	11.1%	10.5%
$50,000 - $74,999	20.5%	19.7%	20.6%
$75,000 - $99,999	9.8%	14.0%	13.6%
$100,000 - $149,999	11.5%	16.7%	18.1%
$150,000 - $199,999	6.0%	11.6%	12.8%
$200,000+	4.6%	7.0%	7.2%
Average Household Income	$77,706	$102,732	$106,645

Source: Esri forecasts for 2024 and 2029. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

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Conclusion

In summary, it is our opinion that the subject's market area will grow in population and income for the foreseeable future. In the short term, occupancies are expected to increase, and rents are expected to also remain stable to slightly increase.

MEDICAL OUTPATIENT BUILDING OUTLOOK 2024

Introduction

Stout is pleased to present its 2024 Medical Outpatient Fundamentals Report, which is the product of discussions with numerous lenders, real estate brokers, investment bankers, and various other medical outpatient entities, on subjects such as industry drivers, financial markets, capitalization rates, and internal rates of return (IRR), as well as current trends and overall market conditions.

HealthCare Appraisers is actively involved in the medical outpatient investment market from both health system and investor perspectives, and remains current in investor pricing requirements, lender underwriting criteria, investment broker relationships, and the intricacies of sales transactions.

The 2024 Medical Outpatient Fundamentals Report explores and illustrates timely real estate-related topics for medical outpatient buildings (MOBs), including rental rates, development trends, preferred product type, and pricing parameters.

Taking the Office out of the Medical Office Building

The word “office” has been replaced by “outpatient” when it comes to describing medical outpatient buildings (MOBs). To quote Sabrina Solomiany, Senior Managing Director of Berkadia – National Head of Medical & Life Sciences, “Unlike office buildings, MOBs are purpose built for clinical use with specific requirements and features to facilitate patient transfer and access … MOB tenants typically sign long-term leases and have higher renewal probabilities compared to office tenants.” MOBs have historically been a niche asset class but have moved mainstream the last several years after proving that they are recession resilient (versus recession proof).

The current financial turmoil that has led to office values cratering by up to 50 to 60% from the 2021 peak has led industry executives to remove the word “office” from medical office buildings to further distance the asset class from the negative connotations associated with the “four-letter” word “office.”

The removal may sound coy at first, but it does achieve its goal of showcasing the medical outpatient building investment thesis of higher, recession-resistant values given the strategic decisions tenants make when leasing medical outpatient space.

Fed Speak - Staying Alive ‘til 2025

The following table illustrates the Consumer Price Index (CPI) from 2015 through YTD 2024.

U.S. Bureau of Labor Statistics - Consumer Price Index for All Urban Consumers (CPI-U) - Percentage Change												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	-0.09%	-0.03%	-0.07%	-0.20%	-0.04%	0.12%	0.17%	0.20%	-0.04%	0.17%	0.50%	0.73%
2016	1.37%	1.02%	0.85%	1.13%	1.02%	1.00%	0.83%	1.06%	1.46%	1.64%	1.69%	2.07%
2017	2.50%	2.74%	2.38%	2.20%	1.87%	1.63%	1.73%	1.94%	2.23%	2.04%	2.20%	2.11%
2018	2.07%	2.21%	2.36%	2.46%	2.80%	2.87%	2.95%	2.70%	2.28%	2.52%	2.18%	1.91%
2019	1.55%	1.52%	1.86%	2.00%	1.79%	1.65%	1.81%	1.75%	1.71%	1.76%	2.05%	2.29%
2020	2.49%	2.33%	1.54%	0.33%	0.12%	0.65%	0.99%	1.31%	1.37%	1.18%	1.17%	1.36%
2021	1.40%	1.68%	2.62%	4.16%	4.99%	5.39%	5.37%	5.25%	5.39%	6.22%	6.81%	7.04%
2022	7.48%	7.87%	8.54%	8.26%	8.58%	9.06%	8.52%	8.26%	8.20%	7.75%	7.11%	6.45%
2023	6.41%	6.04%	4.98%	4.93%	4.05%	2.97%	3.18%	3.67%	3.70%	3.24%	3.14%	3.35%
2024	3.09%	3.15%	3.48%	3.36%	3.27%	2.97%	2.89%	2.53%	2.44%	2.60%	2.75%	
Series Title:	All items in U.S. city average, all urban consumers, not seasonally adjusted											
Area:	U.S. city average											
Item:	All items											
Base Period:	1982-84=100											

As illustrated, elevated levels of inflation commenced in Q2 2021 and significantly increased during the remainder of 2021 and thru 2022/2023. The Federal Reserve Board (Fed) has a publicly stated goal of 2.0% annualized

inflation. The second half of 2023 through early 2024 started to scale back on the record high inflation rates, resulting in some of the recent Fed Interest rate cuts.

Given the enhanced inflationary pressures brought on by easy monetary policy enacted during COVID-19, the Fed increased rates seven times in 2022 and four times in 2023 for a combined increase of 500 basis points (bps), significantly increasing lending interest rates and subsequently reducing commercial real estate values. Detailed in the table below are the Fed rate changes starting in March 2022 through December 18, 2024.

Federal Rate Changes - 2022 - 2024		
Date	Rate Change (bps)	Federal Funds Rate Range
March 17, 2022	+25	0.25% to 0.50%
May 5, 2022	+50	0.75% to 1.00%
June 16, 2022	+75	1.50% to 1.75%
July 27, 2022	+75	2.25% to 2.50%
September 21, 2022	+75	3.00% to 3.25%
November 2, 2022	+75	3.75% to 4.00%
December 14, 2022	+50	4.25% to 4.50%
February 1, 2023	+25	4.50% to 4.75%
March 22, 2023	+25	4.75% to 5.00%
May 3, 2023	+25	5.00% to 5.25%
July 26, 2023	+25	5.25% to 5.50%
September 18, 2024	-50	4.75% to 5.00%
November 7, 2024	-25	4.50% to 4.75%
December 18, 2024	-25	4.25% to 4.50%

Due to slow job growth reports and the slowing of inflation in mid-2024 the Fed decreased rates by 50 points on September 18, 2024. The Federal Reserve cut interest rates again by 25 points on November 7, 2024 and again by 25 basis points on December 18 to get closer to their 2.0 inflation target. Based on Stouts' decades of medical outpatient building valuation experience, buyers and sellers typically take approximately 60 to 90 days following a Fed rate change to gestate new pricing parameters. Investors in the market had already begun valuing their assets with anticipation of the Fed rate cut with some pricing corrections/stabilizations occurring from July through September 2024.

With the recent rate cuts, it would be expected that significant deal flow could begin to resume as early as early 2025.

The scenario of buyers/sellers remaining at an impasse from a valuation standpoint is currently still playing out directly in the investment sales market, as deal flow slowed to a crawl in 2023 and into 2024. Transaction volume approached $20.0 billion for 2021, almost $5.0 to $8.0 billion more than the previous record-setting year. 2022 reported approximately $14.2 billion (excluding the $10.2 billion HTA/HR merger), with 2023 sales volume approximating $6.0 to $8.0 billion as reported by various publications.

The consensus among Fed officials is that there will be projected two rate cuts in 2025, which is down from the four previously forecasted September 2024 for 2025. The predictions have scaled back due to inflation not quite coming under control as had been previously anticipated and is now expected to continue to be an issue going into 2025.

As of May 1, 2023, the 10-year treasury yield was reported at 3.57%, with the general thought process that 2024 would bring with it a reduction in rates. The rates have been fairly volatile and had increased in May 1, 2024, to 4.65% (108 bps increase) decreased significantly to 3.753% as of September 23, 2024, and is now around 4.63% as of December 31, 2024.

What does all this Fed speak about increased interest rates and 10-year treasury yields increasing mean? In lay terms, borrowing costs for commercial real estate (medical outpatient buildings) have increased significantly (3.75 to 4.50% to current levels of 5.75 to 6.50%), along with lower loan to value (LTV) ratios (70.0 to 90.0% to current levels of 50.0 to 75.0%) and value decreases from roughly 15.0 to 50.0% from year-end 2021 highs to current levels. *This value decrease is primarily due to the depressed capital markets.* As will be discussed in more detail later in this report, from an operations/fundamentals standpoint, generally speaking MOB rents are up, MOB

occupancies are **up**, yet MOB values are **down** (this is on a national basis, there are markets where values have remained flat or have actually increased).

To illustrate the outsized impact of decreased capital markets, take a hypothetical $1,000,000 loan with a 25-year term; at a 6.25% (monthly) fully amortizing rate, an annual loan payment of $79,160 is indicated with $979,008 in interest paid over the 25-year term. At year-end 2021, a similar $1,000,000 loan with a 25-year term could be obtained with an approximate 4.0% (monthly) fully amortizing rate, indicating an annual loan payment of $63,340 and $583,511 in interest paid over the 25-year term.

This indicates an approximate 25.0% (24.98% to be precise) increase in loan payments per year, or to put it another way, a dollar-for-dollar reduction in profit. If this $15,820 in extra loan payments had rolled into net operating income and, assuming a 6.75% capitalization rate, a value decrease of $234,370 is indicated. Multiplying these figures to the hundreds of billions of dollars of the overall MOB market (not to mention the trillions of dollars in the overall commercial real estate market), it starts to get real.

With a current LTV requirement of 65.0%, a $1,000,000 property loan would need to have a building value of $1,538,462 versus a value of $1,333,333 with a typical 75.0% LTV as of year-end 2021. This results in an additional equity requirement of $205,129 to secure financing (approximately a 15.4% increase). Coupled together, with the increased financing costs and equity requirements needed to secure refinancing for loans coming to term, many owners are having to come out of pocket with additional monies to avoid handing the keys back to the lender.

Stout performed year-end 2023 valuations on over 60 medical outpatient properties valued over $1.5 billion for year-end reporting requirements, with most properties witnessing a 12.0 to 25.0% value decline from year-end 2021. Although there were a few outliers to this range, overall, pricing level declines appeared to have moderated in 2024 from the stark declines witnessed during 2022.

Acceptance Stage of Grief

Denial, anger, bargaining, depression, and acceptance are widely regarded as the five stages of grief. 2022 and 2023 brought with them the first four stages, as many real estate entities in the second half of 2022 were in the denial and anger stage, hoping and stating that interest rates would be reduced in 2023/2024 and that the downturn would be short lived.

2023 began with anger but quickly moved to bargaining and depression stages as MOB owners and lenders argued over values of maturing loans that were being extended on a short-term basis to see if the market would bounce back. The conversations were generally one-sided (with limited bargaining), as lenders hands were forced to offer terms that weren't palatable to owners, given their exposure to commercial real estate (CRE) loans in other asset classes that had lost more value than MOBs.

While lenders were not technically shut down, palatable terms were only being offered on best-in-class properties and ownership groups. Depression flowed freely amongst participants of the internal discussions of the various ownership positions, as it was strongly debated whether to put additional funds into the deals and hope the MOB investment thesis would play out as market conditions brightened into 2024 or give the keys to the properties back to the bank. For the most part, MOB owners have thus far decided to stick with their investment thesis on properties and have put additional monies into deals to achieve longer-term financing.

2024 appears to have finally brought acceptance to the market that the low interest rate environment of the last five to seven years is over and that a more normalized interest rate environment of 5.0 to 8.0% is the new normal. Along with acceptance comes the stark reality that ownership will have to put new money into existing deals to secure new financing, while several groups will be forced to give the keys back on certain assets that cannot achieve loan refinancings.

It is expected that several smaller and medium-sized regional banks will be forced to sell underperforming loans to stay afloat, if not outright be acquired by larger, too big to fail banks, or outright fail during the remainder of 2024 and into 2025.

According to CRE Analyst, loan maturities for all CRE assets for 2024 are projected at $659 billion, with an additional $270 billion in 2023 one-year loan extensions also coming due, pushing the total figure to $929 billion for 2024 maturities. A CRE analyst indicated that there is expected to be a $150 billion dollar funding shortfall for 2024 maturities. Time will tell the exact figure, but with most interest rates historically in the 3.75 to 4.75% range now increasing to 6.00 to 6.75%, coupled with lower LTV ratios, refinancing this level of debt will surely require significant additional funds to be input, or significant losses to CRE lenders if the keys are handed back.

There is significant discussion among industry pundits of the amount of dry powder in the form of idle cash sitting on the sideline waiting for markets to bottom before deploying into the commercial real estate markets.

Whichever figure one decides to utilize in regard to the dollar amount of cash idling on the sidelines, it has become more evident that significant levels of this dry powder will need to be utilized for future loan refinancings and will not be able to actually get put to use in new deals, as additional monies will be required to refinance existing loans that are coming due over the next several years.

A Tale of Two Markets

2023 witnessed roughly 25 Core / Class A investments sales transactions that were tracked by HealthCare Appraisers, with the lowest indicated capitalization rate approximating 5.50% and the upper end of the range approximating 6.75%. This range generally tracks with survey responses received for the 2024 survey.

In taking a closer look to the details of the acquisitions, the bid depth on most of these transactions was limited (one to five buyers). In some cases, it was reported that one buyer had pricing that was head and shoulders above the other bidders, and if that buyer chose not to transact, then a repricing of 10-20% lower was achieved. Winning buyers generally had other properties in the market and were able to achieve economies of scale from a leasing, asset management, and property management standpoint (i.e., the property acquired fit a nice piece of their investment portfolio).

These Core / Class A transactions are generally highlighted when buyers and sellers are confronted with the bid/ask spread on deals in the market. Sellers are acutely aware of these transactions and reported capitalization rates and naturally think that their property will also transact at these levels.

The transaction market appears skewed toward Core / Class A properties, given that these properties are the only ones that lenders feel comfortable financing or that buyers are willing to pay all cash for. Given the lack of Class B and value-add transactions, owners are pointing to closed transactions that have capitalization rates toward the lower end of the range, artificially inflating other owners' expectations of value.

REITs Are Out of the Game – Stock Buybacks?

Healthcare real estate investment trusts (REITs) witnessed significant stock price depreciation during 2023 given the rising interest rate environment and are generally below 2022 prices (excluding Welltower [WELL] and National Health Investors [NHI]). The following table illustrates the 52-week highs and lows for several of the larger publicly traded REITs.

Stock	Current Price	52-Week High	52-Week Low	Market Capitalization	Enterprise Value	Forward Annual Dividend Yield
HR	$16.60	$20.25	$12.77	$6.28B	$11.67B	7.47%
WELL	$103.81	$105.69	$75.86	$62.07B	$74.27B	2.35%
VTR	$49.71	$50.99	$39.33	$20.12B	$33.25B	3.62%
DHC	$2.78	$3.96	$1.65	$668.29M	$3.30B	1.44%
DOC**	$19.29	$22.38	$15.24	$13.58B	$22.54B	6.22%
MPW	$5.22	$10.74	$2.92	$3.22B	$13.26B	11.17%
NHI	$65.59	$68.14	$48.51	$2.85B	$3.98B	5.49%
CHCT	$23.33	$36.72	$22.03	$646.27M	$1.09B	7.89%
GMRE	$9.01	$11.59	$7.98	$590.94M	$1.29B	9.32%
AHR	$14.62	$14.99	$12.63	$1.92B	$4.10B	6.84%

** All data as of June 7, 2024 – Yahoo Finance*

*** Physicians Realty Trust and Healthpeak Properties merged in 2024 and trade under DOC*

As expected, the publicly traded healthcare REITs are generally trading near the lower end of their respective 52-week high/low points and are also trading lower than year-ago levels. The two exceptions are Welltower and National Health Investors.

This downward movement is largely a response to the recent increase in the 10-year treasuries and higher-for-longer stance currently being signaled by the Fed. Various REITs have begun exploring stock buybacks given the strong discount being exhibited between market capitalization and enterprise value.

Most respondents to the 2024 survey projected stable to slightly decreasing capitalization rates for the remainder of 2024 and into 2025. On the positive side of the SWOT analysis, many investors point to the Fed pausing rate hikes since March 2023 and signaling future rate decreases as well as significant sums of dry powder waiting for the bottom of the market to begin investing.

The negative side of the analysis is the recent stickiness of inflation perhaps causing the Fed to actually raise interest rates in the short term, as well as investors not wanting to catch a falling knife. Many investors have called the current environment the bottom, while a smaller group considers current market conditions to be the bottom, yet market conditions may bounce along the bottom for a while, and an even smaller crowd thinks the bottom is yet to come.

Two recent bright spots include the recent (2Q 2024) joint venture between Angelo Gordon and Cypress West Partners, whereby up to $300 million in medical outpatient buildings will be acquired in the Sun Belt over the next two years and KKR / HR recent JV which was reported at approximately $382.5 million, with KKR also having committed an additional $600 million to the JV for future acquisitions.

Pretty much all groups surveyed remain optimistic that 2025 will offer the opportunity for lower interest rates if the Fed cannot achieve the desired soft landing and needs to spur economic activity with lower rates. A significant portion of investors are also pointing to the November 2024 presidential elections as an event that could help spur the Fed to lower rates. With that backdrop, most investors and lenders have indicated a desire to resume activity given the “new normal” interest rates through the second half of 2024 into 2025.

New Construction Rents Are Through the Roof

Based on HealthCare Appraisers' involvement and market knowledge of new development construction deals, medical outpatient construction costs continued their upward trajectory witnessed pre-COVID. Oil related products, labor costs, wood, and steel pricing have all witnessed increases through 2023 and into 2024.

Developers are reporting a 15.0 to 20.0% increase in costs the last several years, which is in addition to pricing increases of 10 to 30% witnessed in 2018 and 2019. These increased construction costs have also had an impact on rental rates, as new construction projects are pricing substantially higher than existing product.

Rental rates for de novo ambulatory surgical centers (ASCs) seem to be bearing the brunt of the rental rate increases, although all healthcare real estate facilities are witnessing a sharp increase in rents. For example, new development ASCs were generally pricing at $550.00 per square foot in 2020/2021 and are now generally pricing at or above $650.00 per square foot (PSF), an increase of 18.8%. Developer rent yields were generally pricing at 6.75% in 2020/2021, indicating $37.13 PSF net rental rates. Currently developer yields are generally pricing at 7.75%, indicating $50.38 PSF net rental rate. This is an approximate 35.7% increase in rents. Over roughly the same period, reimbursements from CMS have been slightly under 10.0%. For the first time in my career, I am witnessing health systems pause or even stop new construction given the higher rents and inability to secure enough patient revenue from the facility to cover the costs.

New construction, Class A medical outpatient space (excluding the higher priced coastal markets, such as New York City, Los Angeles, San Francisco, Boston, etc.) is generally achieving rental rates ranging from $28.00 to $35.00 PSF, net on a national basis – which is an approximate $5.00 to $10.00/PSF increase over 2019 levels (five-year prior benchmark).

As space build-out becomes more specialized, radiology suites are generally pricing from $35.00 to $40.00 PSF, net; cancer centers generally exhibit rates ranging from $35.00 to $45.00 PSF, net (rate is highly dependent on medical oncology versus radiation oncology – specifically the number of vault rooms); and ambulatory surgery centers are generally pricing from $45.00 to $60.00 PSF, net.

Landlord-provided core and shell tenant improvement allowances are generally approximating $75.00 to $125.00 PSF (new Class A space), with higher allowances for longer term deals. At all acuity levels, tenants are typically spending an additional $50.00 to $100.00 per square foot of their own money to enhance/finish out the space.

Leasing Activity Has Remained Strong

In various discussions with leasing brokers and healthcare systems, and considering HealthCare Appraisers Quarterly and Annual valuation projects, leasing activity has remained robust. From a portfolio standpoint, it is generally being reported that occupancy levels are up, and rental rates are also up based on year-over-year comparison. Leasing activity across all space types remains strong, albeit with renewals tending to fall toward shorter-term lengths.

Anecdotally, a 10-year lease term is switching to a seven-year lease term, a seven-year lease term is switching to a five-year lease term, and a five-year lease term is switching to a three-year lease term. While not true in all cases, there does seem to be a noticeable shift occurring in tenants wanting additional flexibility given the inflationary pressures mentioned earlier.

2024 Medical Outpatient Building Investor Survey Results

The following table illustrates the results of HealthCare Appraisers' 2024 Medical Outpatient Fundamentals Survey.

2024 Medical Outpatient Building Fundamentals Matrix Survey

2024	Core On-Campus	Core Off-Campus	Class A On-Campus	Class A Off-Campus	Class B On-Campus	Class B Off-Campus
Capitalization Rates - Going-In						
Range	5.75% to 7.50%	6.00% to 7.75%	6.00% to 7.50%	6.25% to 7.75%	6.75% to 8.00%	7.25% to 9.00%
Average	**6.53%**	**6.76%**	**6.63%**	**6.89%**	**7.26%**	**8.22%**
Increase from YE 2021	**+ 156 bps**	**+ 135 bps**	**+ 147 bps**	**+ 134 bps**	**+ 127 bps**	**+ 154 bps**
YE 2021	4.97%	5.41%	5.16%	5.55%	5.99%	6.68%
Capitalization Rates - Terminal						
Range	6.50% to 7.75%	6.75% to 8.00%	6.50% to 7.50%	7.00% to 8.50%	7.25% to 8.50%	7.75% to 9.50%
Average	**6.95%**	**7.22%**	**7.03%**	**7.48%**	**7.72%**	**8.70%**
Increase from YE 2021	**+ 120 bps**	**+ 102 bps**	**+ 134 bps**	**+ 110 bps**	**+ 113 bps**	**+ 167 bps**
YE 2021	5.75%	6.20%	5.69%	6.38%	6.59%	7.03%
Internal Rates of Return						
Range	6.75% to 8.00%	7.00% to 8.50%	7.00% to 8.50%	7.50% to 9.00%	7.75% to 9.50%	8.50% to 10.25%
Average	**7.36%**	**7.63%**	**7.42%**	**7.89%**	**8.50%**	**9.41%**
Increase from YE 2021	**+ 109 bps**	**+ 122 bps**	**+ 83 bps**	**+ 107 bps**	**+ 98 bps**	**+ 157 bps**
YE 2021	6.27%	6.41%	6.59%	6.82%	7.52%	7.84%

Source: Stout - 2024 Medical Office Fundamentals Survey

Core (+) Product

Capitalization rates for Core and Core+ medical outpatient buildings situated on-campus ranged from 5.75 to 7.50%, with an average of 6.53% on-campus and 6.76% off-campus. Many respondents indicated a low end of the range for Core and Core+ product of around 6.00 to 6.50%, suggesting a lower median rate than the overall average of 6.53%. This seems to corroborate the actual transactions witnessed for Core and Core+ product in 2023.

Class A Product

Capitalization rates for Class A medical outpatient buildings situated on-campus ranged from 6.00 to 7.50%, with an average of 6.63% for on-campus product and 6.89% for off-campus product. This is consistent with investor respondents indicating continued desire for well-leased, high-quality, on-campus healthcare product, but at reduced levels from 2021. It was specifically stated by several investors “that sub 6.0% capitalization rates do not exist in [their] world for Class A on-campus product.”

Class B Product

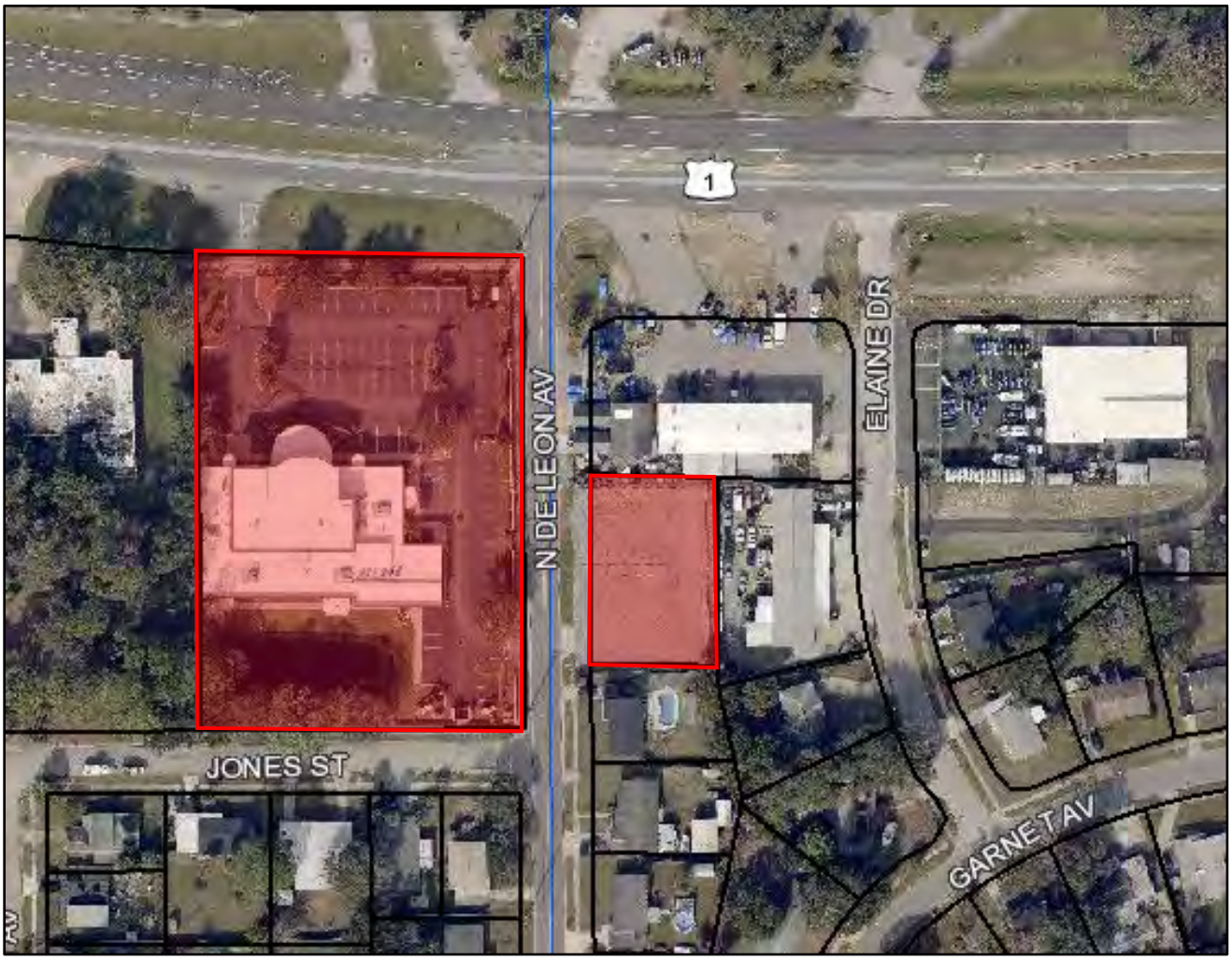
Capitalization rates for Class B medical outpatient buildings situated on-campus ranged from 6.75 to 8.00%, with an average of 7.26% for on-campus product and 8.22% for off-campus product. This is consistent with investor respondents indicating lesser demand for Class B healthcare product.

Conclusion

As fallout continues from the Fed raising interest rates 10 times during 2022 and 2023, the commercial real estate market has witnessed significant value declines for most asset classes. Coupled with reduced lending and higher equity requirements to secure refinancing or new loans, market activity has slowed considerably on the transaction side due to decreased capital markets.

Unlike other commercial real estate downturns, which were generally caused by overbuilding, this downturn is reflective of a reversal of the loose monetary policy enacted after COVID-19 to curb spiking inflation by raising interest rates. Medical outpatient buildings continue to prove their recession-resistant thesis, as value declines are considerably muted in comparison to other commercial real estate asset classes. While many CBD/suburban office buildings, apartments, and retail buildings will likely be given back to the lenders when refinancings cannot be worked out, only a small fraction of medical outpatient buildings are projected to endure the same fate.

BREVARD COUNTY ASSESSOR AERIAL MAP



SITE DESCRIPTION

SITE ANALYSIS SUMMARY	
Location:	490 N. Washington Avenue, Titusville, Brevard County, FL
Land Area:	121,097 SF 2.78 Acres
Shape:	Rectangular
Topography:	Level
Frontage, Access, Visibility:	The property has frontage, access and visibility along N. Washington Avenue, N. Deleon Avenue and Jones Street
Note:	The subject is made up of two separate parcels. The parcel with the improvements and paved parking is located at the southwest corner of N Washington Avenue and N Deleon Avenue and totals 2.23 acres. Across the street and fronting N Deleon Avenue is a gravel parking lot and totals 0.55 acres.
Soil Conditions:	We did not receive nor review a soil report. However, we assume that the soil's loadbearing capacity is sufficient to support the subject structure. We did not observe any evidence to the contrary during our physical inspection of the property. Drainage appears to be adequate.
Utilities:	All utilities are available.
Site Improvements:	The site improvements include curbing, light poles and drainage.
Land Use Restrictions:	We are unaware of any easements or encroachments, or restrictions that would adversely affect the site's use. We recommend a title search to determine whether any adverse conditions exist.
Flood Map Number:	12009C0205H
Date of Flood Map	January 29, 2021
Flood Zone:	Zone-X
Flood Zone Description:	FEMA Zone X: Areas determined to be outside the 100-, and 500-year floodplains.
Wetlands:	We were not given a wetlands survey. If subsequent engineering data reveal the presence of regulated wetlands, it could materially affect property value. We recommend a wetlands survey by a competent engineering firm.
Hazardous Substances:	We were not provided with a Phase I Environmental Assessment report. It was reported by ownership that no environmental concerns were present at the subject property. We are not trained to perform technical environmental inspections and recommend the services of a professional engineer for this purpose.
Overall Functionality:	In our opinion, the site is functional for medical office use, and is consistent with other similar sites located in the Melbourne-Titusville-Palm Bay MSA.

IMPROVEMENTS DESCRIPTION

The following description of improvements is based upon a site visit as well as a review of floor plans for the subject property.

IMPROVEMENT DESCRIPTION	
General Description	
Year Built:	2008
Number of Buildings	1
Number of Stories:	2
Land-To-Building Ratio:	5.1 to 1
Gross Building Area	25,466 SF
Net Rentable Area	23,870 SF
Construction Detail	
Building Class:	B
Basic Construction:	Concrete Block and Stucco
Foundation:	Concrete slab
Floor Structure:	Poured Concrete
Exterior Walls:	Concrete Block and Stucco
Roof Description:	The flat roof is furnished with mineral-surfaced cap sheet over a multi-ply bituminous, built-up membrane. The roof is topped with a white, fluid-applied coating and is insulated with spray-on coating.
Windows:	Anodized Aluminum Framing
Pedestrian Doors:	Two vaults, PET/CT Scan room, CT Scan Room
Mechanical Detail	
HVAC:	Roof Mounted Packaged HVAC
Plumbing:	The plumbing system is assumed to be adequate for the existing use and in compliance with local law and building codes. The plumbing system is typical of other medical facilities in the area with a combination of PVC, steel, copper and cast iron piping throughout the buildings. Exam rooms are plumbed for water closets. Adequate restrooms for men and women are situated throughout the building.
Electrical Service:	Presumed adequate though the condition and functionality of the electrical system is unknown.
Elevators:	1
Stairways	2
Fire Protection:	Wet fire protection system and smoke alarms
Interior Detail	
Layout:	The building is two-story cancer treatment center that is rectangularly shaped with the main entrance facing to the north towards the main parking lot and N. Washington Avenue. At the entrance is the main waiting area and reception with 12 exam rooms located along the west side of the structure as well as 7 physician offices each improved with a private bathroom, lab area, equipment/supply rooms etc. The east side of the facility includes two vault rooms to house linear accelerators with one currently being utilized as storage, a PET/CT Scan room, CT scan room (currently being utilized as storage), 7 physicians offices, billing office, conference room/lounge as well as multiple restrooms. The second floor is accessible via an elevator located just past the waiting room on the east side of the building as well as via stairs on the west side of the building. The second floor is improved to accommodated chemo therapy with a multiple infusion bays, nurse's station, three restrooms, meds prep/clean room, and supply/mechanical rooms. Another set of stairs is located next to the vault rooms that provide access to a mechanical room.
Floor Covering:	Carpet, tile, and wood laminate
Interior Walls:	Painted drywall
Ceilings:	2 x 2 acoustical tile
Lighting:	Fluorescent and Incandescent
Restrooms:	Off-Campus

IMPROVEMENT DESCRIPTION (CONT.)	
Site Improvements	
Parking:	116 Spaces
Type of Parking:	Asphalt Paved Parking
Parking Ratio:	4.86 Per 1,000 SF of GLA
Note:	There are 84 asphalt paved parking spaces located on the main site and an additional 32 spaces on the gravel parking lot located across the street on the separate parcel.
Onsite Landscaping:	The subject is landscaped with grass, trees, shrubberies and planted beds
Personal Property:	Personal property is excluded from our valuation.
Capital Improvements:	The landlord spent $157,000 on a roof replacement in October 2023. We are not aware of any capital improvements planned in the near future.
Building Condition:	Average A detailed inspection of the roof of the building and mechanical systems was not possible. The appraisers, however, are not qualified to render an opinion as to the adequacy or condition of these components. The client is urged to retain an expert in this field if detailed information is needed about the adequacy of the mechanical systems.
Quality:	Good
Design and Functionality:	The building has design features which conform to modern standards. Overall, the property possesses good appeal and functionality to the current occupant.
Americans with Disabilities Act:	We have not made, nor are we qualified to make a compliance survey of this property to determine whether or not it is in conformity with the requirements of the ADA. It is possible that a compliance survey could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have not been provided with the results of a survey, we did not analyze the results of possible non-compliance.
Hazardous Substances:	We are not aware of any potentially hazardous materials (such as formaldehyde foam insulation, asbestos insulation, radon gas emitting materials, or other potentially hazardous materials), which may have been used in the construction of the improvements. However, it is not included in our scope of work to detect such materials and urge the client to employ an expert in the field to determine if such hazardous materials exist.

REAL PROPERTY TAXES AND ASSESSMENTS

The property is subject to the taxing jurisdiction of Brevard County and is identified by Tax Parcel Number(s) 21-35-33-00-792 and 21-35-34-51-1-13.

Below is a summary of the subject's current "as-is" tax liability.

2024 REAL ESTATE TAXES	
Assessor's Parcel ID Nos.	21-35-33-00-792 and 21-35-34-51-1-13
Assessed Land Value	$0
Assessed Improvement Value	$3,651,430
Total Assessed Value	$3,651,430
Tax Rate Per $1,000	17.5341
Total Ad Valorem Taxes	$64,025
Special Assessment / Non-Ad Valorem Taxes	$5,574
Total Real Estate Taxes	$69,599
Taxes After 4% Discount For Early Payment	$66,815
Building Area (SF)	23,870
Real Estate Taxes Per Square Foot	**$2.80**

The above assessment is the total assessment sand taxes for both parcel numbers. Properties are assessed as of January 1st by the Brevard County Property Appraiser's Office. Taxes are paid in arrears by November 1st of the same year. Full payment is due by March 31st, with discounts given for early payment.

Real Estate Tax Conclusion

Due to re-assessment methods when a sale occurs, the subject's taxes are estimated based upon the value conclusion within this report. In the event of a sale, it is typical for the Brevard County Property Appraiser to assess a property within 75% to 85% of its sale price. Based on the September 2024 purchase price of $8,700,000 we have concluded that an assessment of $7,000,000 (rounded) would be most appropriate for the subject and reflects the actions of the County Appraiser. The following table shows the estimated taxes for 2025 based upon the same 2024 mileage rate, added the non-ad valorem taxes and applied a 4.0% discount for early payment.

PROJECTED 2025 REAL ESTATE TAXES	
Estimated Assessor's Market Value	$7,000,000
Tax Rate Per $1,000	17.5341
Ad Valorem Taxes	$122,739
Special Assessment / Non-Ad Valorem Taxes	$5,574
Total Real Estate Taxes	$128,313
Taxes After 4% Discount For Early Payment	**$123,180**
Rounded To	**$123,000**
Building Area (SF)	25,466
Real Estate Taxes Per Square Foot	**$4.83**

ZONING

The property is located within the City of Titusville's zoning jurisdiction and is zoned OP, Office Professional on the primary site and M-1, Light Industrial Services and Warehousing and both located within the Downtown Mixed-use Future Land Use overlay. The OP zoning district allows for a variety of uses including office, medical office, salons, post offices. The M-1 zoning district allows for a variety of light industrial uses, with limits placed on the Downtown Mixed-use Future Land Use overlay.

We are not experts in the interpretation of complex zoning ordinances, but the existing improvements appear to be a conforming use based on our review of public information and discussions with the City of Titusville Zoning Department. The determination of compliance is beyond the scope of a real estate appraisal.

We know of no deed restrictions, private or public, that further limit the subject's permitted uses. The research required to determine whether or not such restrictions exist, however, is beyond the scope of this appraisal assignment. Deed restrictions are a legal matter, and only a title examination by an attorney or title company can usually uncover such restrictive covenants. Thus, we recommend a title search to determine if any such restrictions do exist.

HIGHEST AND BEST USE

Highest And Best Use Criteria

We have evaluated the site's highest and best use both “as though vacant” and as improved. In both cases, the property’s highest and best use must meet four criteria. That use must be (1), legally permissible (2) physically possible, (3) financially feasible, and (4) maximally productive.

Legally Permissible

The first test concerns permitted uses. According to our understanding of the zoning ordinance, noted earlier in this report, the site may legally be improved with structures that accommodate a variety of uses including office, medical office, salons, post offices. Aside from the site's zoning regulations, we are not aware of any legal restrictions that limit the potential uses of the subject.

Physically Possible

The second test is what is physically possible. As discussed in the "Site Description," section of the report, the site's size, soil, topography, etc. do not physically limit its use. The subject site is of adequate shape and size to accommodate several different commercial uses.

Financial Feasibility and Maximal Productivity

The third and fourth tests are what is financially feasible and what will produce the highest net return. After analyzing the physically possible and legally permissible uses of the property, the highest and best use must be considered in light of financial feasibility and maximum productivity. For a potential use to be seriously considered, it must have the potential to provide a sufficient return to attract investment capital over alternative forms of investment. A positive net income or acceptable rate of return would indicate that a use is financially feasible. Healthcare related development is felt to be the most appropriate land use for the subject site, given its location with corner commercial frontage and nearby medical uses as well as the aging population.

Highest and Best Use of Site As Though Vacant

Considering the subject site’s physical characteristics and location, as well as the state of the local market, it is our opinion that the highest and best use of the subject site, as though vacant, is for healthcare related development.

Highest and Best Use of Property Improved

In our opinion, the existing improvements add value to the site as if vacant, therefore supporting its existing use as a cancer center. In conclusion, it is our opinion that the highest and best use of the subject property, as improved, is for its existing use.

VALUATION PROCESS

Summary

This appraisal employs the Sales Comparison Approach and the Income Capitalization Approach.

The Cost Approach was considered but not used due to the age of the subject's improvements, being 16 years old. As a result, it is difficult to support depreciation causing the cost approach to become unreliable. As both buyers and sellers seldom, if ever, use the cost approach, for properties like the subject, its omission does not impact the reliability of our value conclusion of this appraisal report.

The valuation process is concluded by analyzing each approach to value used in the appraisal. When more than one approach is used, each approach is judged based on its applicability, reliability, and the quantity and quality of its data. A final value opinion is chosen that either corresponds to one of the approaches to value or is a correlation of all the approaches used in the appraisal.

SALES COMPARISON APPROACH

Methodology

In the Sales Comparison Approach, we developed an opinion of value by comparing the subject property with similar, recently sold properties on a national basis.

The subject is a two-story, free-standing cancer center that is currently 79.8% occupied on a short term lease to Health First Medical Group, LLC. The term was for one-year which commenced on the closing date as of September 23, 2024 and will end on September 22, 2025. For purposes of this valuation, we are assuming a hypothetical value assuming the current landlord (Parrish Medical Center) enters into a 15-year term at market rent as part of a sale/leaseback as of the effective date of this analysis.

The most widely used and market-oriented unit of comparison for properties such as the subject is the sales price per square foot of net rentable area. All comparable sales were analyzed on this basis. On the following pages we present a summary of the improved properties that we compared to the subject property, a map showing their locations, and the adjustment process.

Due to the nature of the subject property and the level of detail available for the comparable data, we elected to analyze the comparables through the application of a traditional adjustment grid using percentage adjustments. This methodology is commonly used by participants that buy and sell property similar to the subject property; therefore, it is considered the appropriate methodology to use in this assignment.

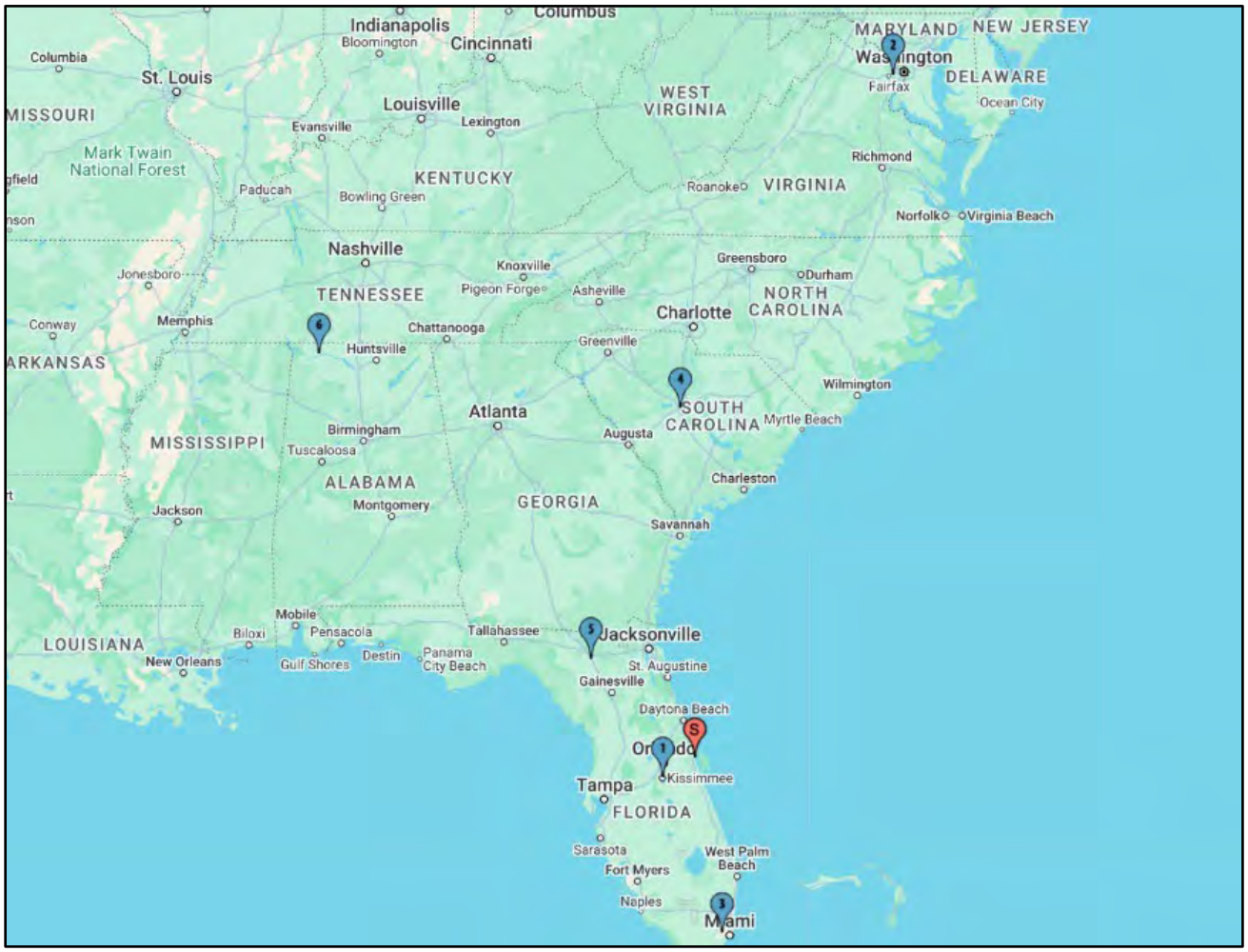
Percentage Adjustment Method - Adjustment Process

The sales we used were the best available comparables to the subject property. The major points of comparison for this type of analysis include the property rights conveyed, the financial terms incorporated into the transaction, the conditions or motivations surrounding the sale, changes in market conditions since the sale, the location of the real estate, its physical traits and the economic characteristics of the property.

The first adjustment made to the market data considers differences between the subject property and the comparable property sales with regard to the legal interest transferred. Advantageous financing terms or atypical conditions of sale are then adjusted to reflect a normal market transaction. Next, changes in market conditions are accounted for, creating a time adjusted price. Lastly, adjustments for location, physical traits and the economic characteristics of the market data are made in order to generate the final adjusted unit rate for the subject property.

Downward adjustments are made to comparables considered superior to the subject and upward adjustments to those comparables considered inferior are applied as illustrated.

COMPARABLE SALES MAP



Sale Comparables

The following table summarizes sale activity for similar facilities on a national basis.

SUMMARY OF CANCER CENTER SALES

No.	Address, City, State	Sale Date	Sale Price	Building SF (NRA)	Year Built	Occupancy	Site Size SF	Sale Price Per SF	NOI Per SF	Cap. Rate	Grantor to Grantee	Comments
1	737 W Oak Street, 1st Floor Kissimmee, FL	**Listing**	**$5,500,000**	13,412	2005	0.0%	85,813	**$410.08**	**N/A**	N/A	Current Listing	This is a listing for a vacant cancer center condominium unit located on the first floor of a two-story, mixed-use healthcare facility in Kissimmee, FL. The space is improved to accommodate chemotherapy as well as radiation oncology and includes two vault rooms, one of which is still in a shell condition, a CT/PET scan room, as well as another PET scan room which is being utilized currently as an exam room. The property has been on the market for just over three months.
2	8613 Lee Highway Fairfax, VA	**Oct-24**	**$35,000,000**	105,000	1989	100.0%	289,609	**$333.33**	**N/A**	N/A	L&B Depp Merrifield, Inc. to Madison-MOB Lee Highway VA, LLC	This is the sale of a three-story, off-campus medical office facility that is located in Fairfax. At the time of sale, the property was 100.0 percent occupied by four tenants. Virginia Cancer Specialists occupy approximately 60,000 square feet and signed a long term lease which commenced in 2020. They provide radiation, medical and surgical oncology services. The remainder of the building is fully occupied by various medical office users.
3	Caribbean Radiation Oncology Center 3125 NW 84th Avenue Doral, FL	**May-23**	**$7,037,000**	8,918	2015	100.0%	43,560	**$789.08**	**N/A**	N/A	Caribbean Radiation Oncology Center Corp. to Baptist Hospital of Miami, Inc.	This is the sale of a single-story cancer center located in Doral that was sold to an owner/user. The recorded sale price was for $8,725,000 however of that price, $1,688,000 was allocated for equipment resulting in a price paid for the real estate at $7,037,000. The facility is improved with two vaults, with one fully built out and the second in a core and shell condition. The facility is also improved with exam rooms, a PET and CT scan room and administrative space.
4	South Carolina Oncology Associates Cancer Center 166 Stoneridge Drive Columbia, SC	**Dec-22**	**$48,032,000**	119,945	2003	100.0%	448,668	**$400.45**	**N/A**	N/A	SPIRIT SPE SCOA 2013-8 LLC to MMPF III COLUMBIA SC LLC	This is the sale of a two-story, off-campus radiation oncology cancer center that is located in Columbia. The facility contains a Gamma Knife, an imaging center and medical oncology components.
5	Cancer Care of North Florida 4520 W US Hwy 90 Lake City, FL	**May-22**	**$2,740,262**	6,769	2004	100.0%	50,530	**$404.83**	**N/A**	6.82%	CCCNF Real Estate, LLC to Breck Kan-ridge Lodging, LLC	This is the sale of a single-story, off-campus cancer center that is located in Lake City. At the time of sale, the property was 100.0 percent occupied by a single tenant and traded based on a 6.82 percent capitalization rate. The facility contains one vault for radiation oncology treatment, infusion treatment, as well as a PET and CT scan.
6	Singing River Cancer Center 180 Cox Creek Parkway Florence, AL	**Dec-21**	**$26,040,066**	45,904	2020	100.0%	204,732	**$567.27**	**$32.45**	5.72%	Medical Property Development LLC to CWRP SR Cancer Center MOB LLC	This is the sale of a one-story, off-campus radiation oncology cancer center that is located in Florence. The facility contains two vaults (one finished) for a linear accelerator, an imaging center and medical oncology components. The property was 100.0 percent leased to a single tenant and sold based on a 5.72 percent capitalization rate.
	IMPROVED SALE COMPARABLES STATISTICS SUMMARY											
	Low:	**Dec-21**	**$2,740,262**	6,769	1989		**43,560**	**$333.33**	**$32.45**	5.72%		
	High:	**Oct-24**	**$48,032,000**	119,945	2020		**448,668**	**$789.08**	**$32.45**	6.82%		
	Average:	**Feb-23**	**$20,724,888**	49,991	2006		**187,152**	**$484.17**	**$32.45**	6.27%		

IMPROVED CANCER CENTER SALE ADJUSTMENT SUMMARY

No.	Price Per SF & Date of Sale	Transaction Adjustments: Real Property Rights Conveyed	Financing Terms	Condition of Sale	Expenditures After Sale	Market Conditions (Time)*	Adjusted $ Per SF	Property Adjustments: Location	Building Size	Age & Condition	Utility**	Economics	Other	Adjusted $/SF & Net Adjustment	Overall
1	**$410.08**	Fee Simple/Mkt.	At Market	Listing	None	Similar	**$369.07**	Similar	Superior	Similar	Inferior	Inferior	Similar	**$405.98**	Inferior
	Listing	0.0%	0.0%	-10.0%	0.0%	0.0%	-10.0%	0.0%	-10.0%	0.0%	10.0%	10.0%	0.0%	10.0%	
2	**$333.33**	Leased Fee/Mkt.	At Market	Arms-Length	None	Similar	**$333.33**	Superior	Inferior	Inferior	Similar	Similar	Similar	**$383.33**	Inferior
	Oct-24	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	-5.0%	10.0%	10.0%	0.0%	0.0%	0.0%	15.0%	
3	**$789.08**	Leased Fee/Mkt.	At Market	Arms-Length	None	Superior	**$719.46**	Superior	Superior	Superior	Inferior	Similar	Similar	**$359.73**	Superior
	May-23	0.0%	0.0%	0.0%	0.0%	-8.8%	-8.8%	-40.0%	-10.0%	-10.0%	10.0%	0.0%	0.0%	-50.0%	
4	**$400.45**	Fee Simple/Mkt.	At Market	Arms-Length	None	Superior	**$349.24**	Superior	Inferior	Inferior	Similar	Similar	Similar	**$384.17**	Inferior
	Dec-22	0.0%	0.0%	0.0%	0.0%	-12.8%	-12.8%	-5.0%	10.0%	5.0%	0.0%	0.0%	0.0%	10.0%	
5	**$404.83**	Fee Simple/Mkt.	At Market	Arms-Length	None	Superior	**$333.16**	Inferior	Superior	Inferior	Similar	Similar	Similar	**$366.47**	Inferior
	May-22	0.0%	0.0%	0.0%	0.0%	-17.7%	-17.7%	15.0%	-10.0%	5.0%	0.0%	0.0%	0.0%	10.0%	
6	**$567.27**	Leased Fee/Mkt.	At Market	Arms-Length	None	Superior	**$470.15**	Similar	Inferior	Superior	Inferior	Similar	Similar	**$423.14**	Superior
	Dec-21	0.0%	0.0%	0.0%	0.0%	-17.1%	-17.1%	0.0%	5.0%	-25.0%	10.0%	0.0%	0.0%	-10.0%	

IMPROVED SALE ADJUSTMENT STATISTICS

	Price Per Square Foot Before Adjustments	Price Per Square Foot After Adjustments
Low:	$333.33	$359.73
High:	$789.08	$423.14
Average:	$484.17	$387.14

*Compound annual change in market condtions @ -10% annually from May 2022 through April 2024, flat from April 2024 through December 2024

IMPROVED VALUE CONCLUSION

Concluded $ Per SF		**$380.00**
Building SF (NRA)	x	23,870
Indicated Value		$9,070,600
Concluded Value (Rounded)		**$9,100,000**
Concluded Value Per Square Foot		$381.23

** Utility includes loss factor, quality of construction, site size etc.

Property Rights Conveyed

The property rights conveyed in a transaction typically have an impact on the price that is paid. Acquiring the fee simple interest implies that the buyer is acquiring the full bundle of rights. Acquiring a leased fee interest typically means that the property being acquired is encumbered by at least one lease, which is a binding agreement transferring rights of use and occupancy to the tenant. A leasehold interest involves the acquisition of a lease, which conveys the rights to use and occupy the property to the buyer for a finite period of time. At the end of the lease term, there is typically no reversionary value to the leasehold interest.

In discussions with investors of healthcare facilities, it was reported that there was no value adjustment required for a leasehold healthcare facility with market based ground rent in comparison to fee simple or leased fee healthcare facilities. No adjustments for property rights are required.

Financial Terms

We analyzed all of the transactions to account for atypical financing terms. To the best of our knowledge, all of the sales used in this analysis were accomplished with cash or market-oriented financing. Therefore, no adjustments are required.

Conditions of Sale

Adjustments for conditions of sale usually reflect the motivations of the buyer and the seller. In many situations the conditions of sale may significantly affect transaction prices. The sales used in this analysis are considered to be "arms-length" market transactions between both knowledgeable buyers and sellers on the open market, and none of those sales required adjustments.

Market Conditions

In this analysis, we determined the market value using the value date of December 31, 2024. All of the comparables were adjusted to this date. The sales that are included in this analysis occurred between December 2021 and October 2024 with one current listing. The national healthcare market was improving by approximately 3.0 percent annually from the date of the earliest sale in December 2021 through April 30, 2022. Since that time, sales have slowed dramatically and rising interest rates have resulted in rising capitalization rates and declining values of all asset types, including health care. Values of assets similar to that of the subject have declined approximately 10 percent annually since May 2022 through April 2024 and have remained fairly stable through the effective date of this analysis. As a result, for sale I-6 we applied an annual 3.0 percent upward adjustment through April 30, 2022, and a downward annual 10 percent adjustment thereafter through April 1, 2024 to all the sale and no further adjustment through the effective date of this analysis on December 31, 2024.

Location

An adjustment for location is required when the locational characteristics of a comparable property differ from those of the subject property. Comparable Sale I-3 serves a much more dense and highly developed trade area than that of the subject with land values much higher than the subject. As a result, we have applied downward adjustments to that sale. Comparable Sales I-2 and I-4's location are considered to be superior to that of the subject and are adjusted downward. The subject is considered to have a superior location as that of Sale I-5 and an upward adjustment was applied to that sale.

Physical Traits – Size

Each property has various physical traits that determine its appeal. These traits include size (square feet), age, condition, quality and parking. Each comparable was adjusted accordingly. For size, smaller properties typically sell

at a higher cost per square foot than large properties. Sales I-1, I-3 and I-5 are smaller than the subject and are adjusted downward for this characteristic. Sales I-2 and I-6 are larger than the subject and are adjusted upward for this characteristic.

Physical Traits –Age/Condition

Regarding Age & Condition, Comparable Sales I-2, I-4 and I-5 are older facilities than that of the subject and are adjusted upward for their inferior age. Sales I-3 and I-6 are newer than the subject and are adjusted downward.

Utility

Sales I-1, I-3 and I-6 have spaces dedicated for vaults but are currently in a shell condition, with that space considered to be inferior to that of the subject with vaults being the most costly space within a radiation oncology facility. Upward adjustments were applied to those sales.

Economic Characteristics

The economic characteristics of a property include its occupancy levels, operating expense ratios, tenant quality, and other items not covered under prior adjustments that would have an economic impact on the transaction. As mentioned we have assumed that the subject will be leased on a 15-year basis to Parrish Medical Center. Sale 1 is the listing of a cancer center that is currently vacant, as a result it was adjusted upward for its inferior condition.

Other

This category accounts for any other adjustments not previously discussed and no adjustments are required.

Summary of Percentage Adjustment Method

IMPROVED SALE ADJUSTMENT STATISTICS		
	Price Per Square Foot Before Adjustments	Price Per Square Foot After Adjustments
Low:	$333.33	$359.73
High:	$789.08	$423.14
Average:	$484.17	$387.14

After adjustments the comparable improved sales reflect unit prices ranging from $359.73 to $423.14 per square foot with an average of $387.14 per square foot. Primary reliance was placed on comparables I-1, I-2 and I-5 as they are the most similar to that of the subject requiring the lowest gross adjustments as well as being in the most similar market as that of the subject. Therefore, we concluded that the indicated value by the percentage adjustment method is:

IMPROVED VALUE CONCLUSION		
Concluded $ Per SF		**$380.00**
Building SF (NRA)	X	23,870
Indicated Value		$9,070,600
Concluded Value (Rounded)		**$9,100,000**
Concluded Value Per Square Foot		$381.23

INCOME CAPITALIZATION APPROACH

Methodology

The Income Capitalization Approach is a method of converting the anticipated economic benefits of owning property into a value through the capitalization process. The principle of "anticipation" underlies this approach in that investors recognize the relationship between an asset's income and its value. In order to value the anticipated economic benefits of a particular property, potential income and expenses must be projected, and the most appropriate capitalization method must be selected.

The two most common methods of converting net income into value are Direct Capitalization and Discounted Cash Flow. In direct capitalization, net operating income is divided by an overall capitalization rate to indicate an opinion of market value. In the discounted cash flow method, anticipated future cash flows and a reversionary value are discounted to an opinion of net present value at a chosen yield rate (internal rate of return).

The subject property is an owner-occupied radiation oncology facility with significant income-producing capabilities and operating at stabilized levels. In this report, as we have assumed that the subject is encumbered by a 15-year lease starting as of the effective date of this analysis with no significant changes in the property other than annual escalations, we have concluded that the direct capitalization method is the most appropriate method for this analysis.

Occupancy Status

The subject property is to be occupied by a single-tenant – Parrish Medical Center as a sale lease back on a 15-year term at market rent. For this analysis we have assumed that the rent would start on the effective date of this analysis based on our conclusion of market rent. This is assuming a triple-net lease with the tenant responsible for all operating costs.

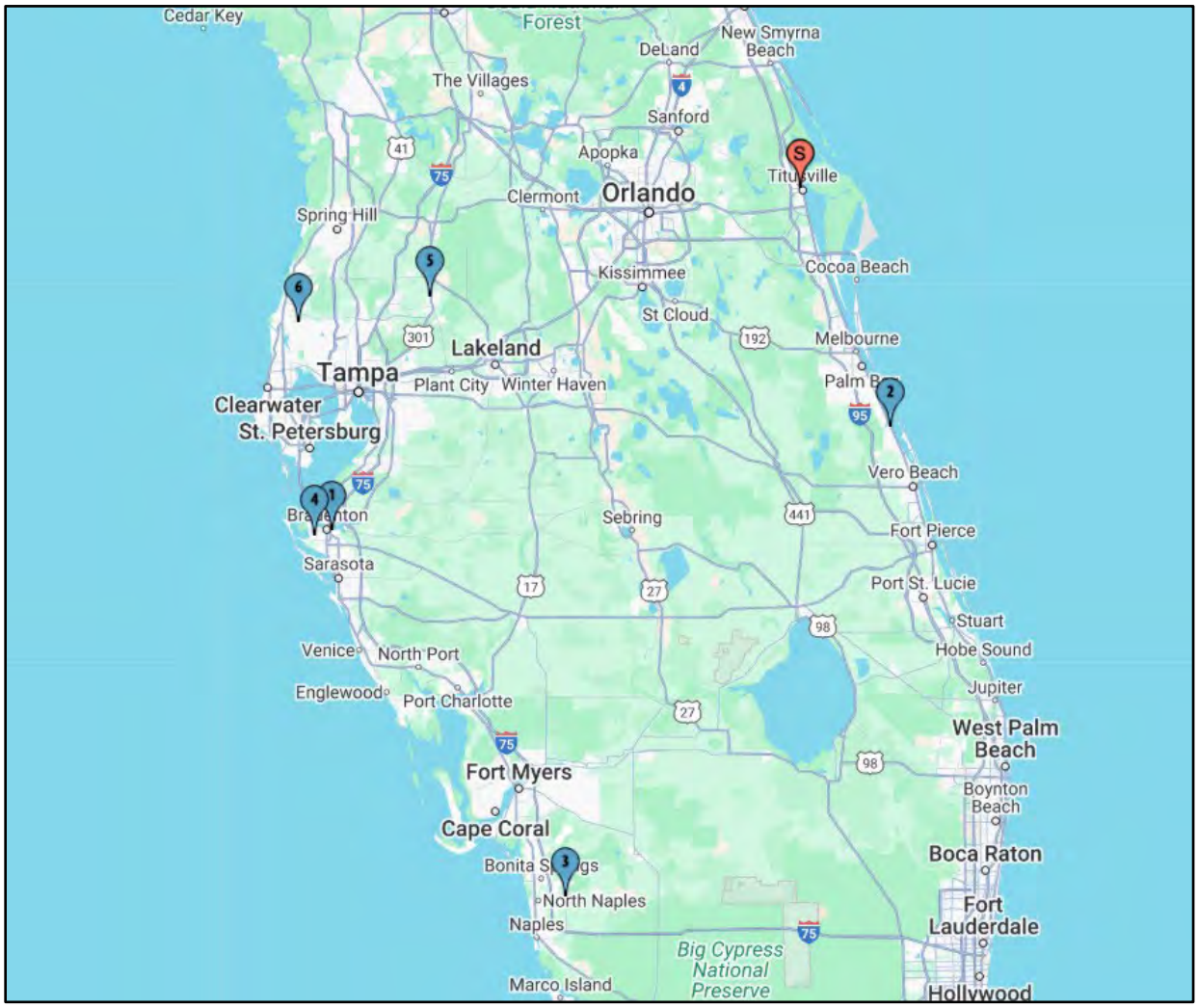
Radiation Oncology Rent Comparables

The following table summarizes rental activity radiation oncology facilities in the national market. The comparable rentals indicated rental rates ranging from $23.35 to $34.00 per square foot net, and average $28.64 per square foot, net. The leases are mostly written on a net basis, with the tenants responsible for their pro rata share of operating expenses. Following the summary table is an adjustment table with adjustments made for differences between the comparables and the subject. Those adjustments included length of term, building/space size, age and condition as well as an adjust for utility.

After adjustments were applied, primary reliance has been placed on comparable R-1, R-2 and R-6 due to their similarity to the subject with respect to location, age and condition. We concluded to a market rent of $30.50 per square foot, net. The comparables indicated rent increases that ranged from approximately 2.0 to 3.0 percent increases per annum.

Recovery clauses for the comparable leases typically require the tenant to pay a pro-rata share of operating expenses on a net basis.

COMPARABLE RENTALS MAP



Rent Comparables

The following table summarizes rental activity for similar properties on a state-wide basis.

SUMMARY OF RADIATION ONCOLOGY RENT COMPARABLES

No.	Address, City, State	Building SF (NRA)	Year Built	Building Occupancy	Leased SF (NRA)	Lease Start	Term	Base Rent Per SF	Expense Basis	Equivalent Gross $/SF	Annualized Rent Steps	Tenant	Comments
1	Cancer Care Center 401 Manatee Avenue East Bradenton, FL	10,400	1992	44.2%	5,795	**Dec-24**	**Negotiable**	**$29.50**	NNN	**$29.50**	3.0%	Listing	This is a listing for radiation oncology space within a two story medical office building that is located in Bradenton. Rent would commence on a triple net basis, with the tenant responsible for OpEx. The space is improved with two vaults one set up for a linacc and the other set up for CT scanner usage.
2	13050 US-1 Highway Sebastian, FL	5,587	1998	0.0%	5,587	**Dec-24**	**Negotiable**	**$28.00**	NNN	**$28.00**	3.0%	Listing	This is a listing for an entire single-story cancer center that is located in Sebastian. Rent would commence on a triple net basis, with the tenant responsible for OpEx. The space is improved with one vault room for radiation oncology treatment and five exam rooms. In August 2024, the listing was at $34/PSF NNN and was reduced in December to $28/PSF/NNN.
3	LinTree Medical Art BLD 15457 Collier Boulevard Naples, FL	23,825	2023	100.0%	7,585	**Oct-24**	**10.0 Years**	**$33.00**	NNN	**$33.00**	3.0%	American Oncology Network	This is an actual lease deal for a medical oncology suite within a single-story, off-campus medical office facility located in Naples. Rent reportedly commenced on a triple net basis, with the tenant responsible for OpEx.
4	Bradenton West 6215 21st Avenue West Bradenton, FL	10,030	1990	100.0%	10,030	**Jan-23**	**5.0 Years**	**$24.00**	NNN	**$24.00**	2.0%	Confidential	This is the renewal of an entire single-story cancer center that is located in the Tampa MSA. Rent reportedly commenced on a triple net basis, with the tenant responsible for OPEX. The facility contains two vaults for radiation oncology use.
5	Zephryhills Cancer Center 7315 Green Slope Drive Zephyrhills, FL	5,304	1998	100.0%	5,304	**Mar-22**	**7.0 Years**	**$23.35**	NNN	**$23.35**	3.0%	Florida Cancer Specialists	This is an actual lease deal for an entire single-story cancer center that is located in the Zephyrhills. Rent reportedly commenced at $13.00/PSF on a triple net basis, with the tenant responsible for OPEX. The facility contains one vaults for radiation oncology use. It was noted by the leasing broker that the tenant contributed approximately $170/PSF of tenant improvement allowance. Applying a 7.5% development capitalization rate to those costs results in an additional effective rent of $13.00/PSF. The tenant received a $2.65/PSF rent abatement per year, resulting in an effective rental rate of $23.35/PSF.
6	Tampa MSA Confidential Trinity, FL	36,849	2021	100.0%	36,849	**Sep-21**	**10.0 Years**	**$34.00**	NNN	**$34.00**	3.0%	Confidential	These are the lease terms for a cancer facility which was completed September 2021 and located in the Tampa MSA. This is a triple-net lease with the tenant responsible for the reimbursement of all OPEX. The initial term is for 10-years, with one 10-year and 5-year extension option. The facility is improved to accommodate cancer treatment and will house one linear accelerator, a CT Scan room, and multiple exam rooms on the first floor. The second floor accommodates a PET / CT scan room, offices, nurse's stations, and administrative areas.
	RENT COMPARABLE STATISTICS SUMMARY												
	Low:	5,304	1990	0.0%	**5,304**	**Sep-21**	**5.0 Years**	**$23.35**		**$23.35**	2.0%		
	High:	36,849	2023	100.0%	**36,849**	**Dec-24**	**10.0 Years**	**$34.00**		**$34.00**	3.0%		
	Average:	15,333	2004	74.0%	**11,858**	**Aug-23**	**8.0 Years**	**$28.64**		**$28.64**	2.8%		

CANCER CENTER RENTAL ADJUSTMENT SUMMARY

No.	Rental Rate PSF / Date of Trans.	Term - Length / Escalations	Market Conditions (Time)*	Adjusted $ Per SF	Property Adjustments: Location	Building or Space Size	Age & Condition	Utility	Other	Adjusted $/SF & Net Adjustment	Gross Adj
1	**$29.50**	**Similar**	Similar	**$29.50**	Similar	Superior	Inferior	Inferior	Similar	**$32.45**	
	Dec-24	0.0%	0.0%	0.0%	0.0%	-5.0%	10.0%	5.0%	0.0%	10.0%	**20%**
2	**$28.00**	**Similar**	Similar	**$28.00**	Similar	Superior	Inferior	Similar	Similar	**$28.00**	
	Dec-24	0.0%	0.0%	0.0%	0.0%	-5.0%	5.0%	0.0%	0.0%	0.0%	**10%**
3	**$33.00**	**Shorter**	Inferior	**$32.40**	Similar	Superior	Superior	Inferior	Similar	**$30.78**	
	Oct-24	-2.5%	0.7%	-1.8%	0.0%	-5.0%	-15.0%	15.0%	0.0%	-5.0%	**35%**
4	**$24.00**	**Shorter**	Inferior	**$24.19**	Similar	Superior	Inferior	Similar	Similar	**$26.00**	
	Jan-23	-5.0%	6.1%	0.8%	0.0%	-2.5%	10.0%	0.0%	0.0%	7.5%	**13%**
5	**$23.35**	**Shorter**	Inferior	**$24.12**	Similar	Superior	Inferior	Similar	Similar	**$24.12**	
	Mar-22	-5.0%	8.8%	3.3%	0.0%	-5.0%	5.0%	0.0%	0.0%	0.0%	**10%**
6	**$34.00**	**Shorter**	Inferior	**$36.58**	Similar	Inferior	Superior	Similar	Similar	**$32.93**	
	Sep-21	-2.5%	10.4%	7.6%	0.0%	5.0%	-15.0%	0.0%	0.0%	-10.0%	**20%**

SUMMARY CONCLUSION

Low:	$24.12
High:	$32.93
Average:	$29.05

Market Rent Conclusion / SF

Market Range:	$29.00	to	$32.00
Single Point Conclusion:			**$30.50**

*Compound annual change in market conditions @ 3.00% to 12/31/2024

Rent Concessions

None of the comparable leases have free rent. Due to no free rent at the comparable properties, we have not included any free rent in our analysis.

Market Rent Synopsis

The following chart summarizes our market rent conclusions for the subject property.

MARKET LEASING ASSUMPTIONS	
Market Rent Per Square Foot	$30.50
Annual Rent Increase	2.50%
Lease Type	NNN
Lease Term	15 Years
Free Rent on New Leases	0 Months
Free Rent on Renewals	0 Months
Downtime Between New Leases	12 Months
Renewal Probability	90.00%

Expense Reimbursements

The tenant will be responsible for all operating expenses on a net expense basis.

Vacancy and Collection Loss

Based upon the historical occupancy of the subject, the current vacancy in the market, and our perception of future market vacancy, we have projected a global stabilized vacancy and credit loss rate of 5.00 percent. The subject is a single-tenant radiation oncology facility. The real estate investment community considers location, property type, local competition and tenant quality when concluding to a vacancy and collection loss estimate. Based on these factors and current market conditions for radiation oncology facilities, the projected stabilized vacancy and credit loss rate is 5.00 percent.

Based on a survey from Costar, the current vacancy rate within a 1-mile radius of the subject for medical office properties is currently 7.0 percent, 5.5 percent within a 3-mile radius and 5.0 percent within a 5-mile radius. As a result, our conclusion of 5.00 percent is reasonable considering the subject's history and tenancy.

Operating Expenses

Radiation oncology facilities are typically leased on a net basis and operating expenses are paid for by the tenant. We were provided with expenses from May 1, 2022 through May 2023 (13 month period) related to common area maintenance/CAM (landscaping, pest control and repairs, interior cleaning, as well as water and electric). CAM expenses totaled $89,362 or $3.81 per square foot (PSF) over the 13-month period or annualized at $82,488 or $3.52/PSF. Electric and water totaled $58,974 or $2.92/PSF over the 13-month period or annualized at $54,438 or $2.32/PSF. Interior cleaning totaled $70,416.48 or $3.00/PSF over the 13-month period or annualized at $65,000 or $2.77/PSF. As interior cleaning and utilities are typically paid directly by the tenant to the provider of those services, we have not included them in our direct capitalization approach as a line item.

We have developed an opinion of the property's annual operating expenses after the operating performance of similar facilities. We analyzed each item of expense and developed an opinion as to what a typical informed investor would consider normal.

OPERATING EXPENSE CONCLUSION SUMMARY			
Expense	Stout Forecast	Per SF	Analysis
CAM	$95,480	$4.00	Our estimate is based on expense levels at similar properties as that of the subject as well as the subject's historical expense over the last year, and included repairs & maintenance, landscaping, parking lot maintenance, and pest control. This expense category is estimated at $4.00 per square foot.
Management	$29,771	$1.25	Management fees for this type of property typically range from 2.0 to 4.0 percent of effective gross income. We have utilized a management fee of 3.0 percent of effective gross income, which we consider to be market oriented.
Real Estate Taxes	$123,000	$5.15	A complete discussion of the taxes is included in the Real Property Taxes and Assessments section of this report.
Insurance	$71,610	$3.00	Our estimate is based on expense levels at competing properties as well as current and historical rates. This expense category is estimated at $3.00/SF.
Non-Reimbursable	$2,387	$0.10	Our estimate is based on $0.10 per square foot, and is similar to expense levels witnessed at similar properties.
Total	**$322,248**	**$13.50**	

Capitalization Rate Selection

We have considered the Investor Survey published by the PWC Survey as well as the Stout MOB Survey.

INVESTOR SURVEYS - GOING-IN CAP RATES			
Medical Office Properties	**Date**	**Range**	**Average**
PWC - National Medical Office Buildings	Q3-2024	5.75% to 10.00%	7.44%
Stout MOB Survey - Class B Off-Campus	2024	7.25% to 9.00%	8.22%

The overall capitalization rates derived from the improved property sales are as follows.

CAPITALIZATION RATE SUMMARY			
Comp. No.	Address, City, State	Date of Sale	Capitalization Rate
1	22395 Edgewater Drive, Port Charlotte, FL	Jan-24	8.50%
5	4520 W US Hwy 90, Lake City, FL	May-22	6.82%
6	180 Cox Creek Parkway, Florence, AL	Dec-21	5.72%
Low:			5.72%
High:			8.50%
Average:			7.01%

*Supplemental medical oncology sale

The sales included in the sales comparison approach show that radiation oncology facilities are transacting at capitalization rates ranging from 5.72 to 6.82 percent, and one medical oncology facility which traded at an 8.50 percent rate with differences depending on the length of lease-term, creditworthiness of the tenant and acuity of the buildout. The most recent sale which sold based on its in-place income was in January 2024 at 8.50 percent with the two other sales transacting based on their in-place income from the sales included in this analysis occurring prior the slowdown in the markets and the increasing capitalization rates. Capitalization rates have increased by 100 to 150 basis points for healthcare facilities since May 2022. Sale 3 at 8.50 percent is considered inferior to that of the subject in terms of tenancy, length of term as well as utility being that of medical oncology with a lower acuity buildout. Due to the subject's 15-year term and hospital tenancy, a rate below the most recent sale would be appropriate for the subject.

Capitalization Rate Conclusion

Based on the capitalization rates from comparable sales, interviews with market participants and published data, we have concluded to a capitalization rate of 7.50 percent for the subject. Primary emphasis was placed on comparable sales and interviews with market participants.

Direct Capitalization Method Conclusion

In the Direct Capitalization Method, we developed an opinion of market value by dividing year-one net operating income by a 7.50 percent overall capitalization rate. This rate is reflective of the quality of the tenant, property type, age and the location.

As such, our selection of a capitalization rate is based on the preceding investor surveys, overall capitalization rates from the comparable sales and interviews with market participants. Our conclusion via the Direct Capitalization Method is as follows:

DIRECT CAPITALIZATION SUMMARY				
	Size/SF		**$/SF/Year**	**Total**
INCOME				
Rental Income	23,870	x	$30.50	$728,035
Expense Reimbursement Income			$13.26	$316,548
TOTAL POTENTIAL GROSS INCOME			**$43.76**	**$1,044,583**
Vacancy & Collection Loss	5.0%		($2.19)	($52,229)
EFFECTIVE GROSS INCOME			**$41.57**	**$992,354**
EXPENSES				
CAM			$4.00	$95,480
Management	3.0%		$1.25	$29,771
Real Estate Taxes			$5.15	$123,000
Insurance			$3.00	$71,610
Non-Reimbursable			$0.10	$2,387
TOTAL EXPENSES			**$13.50**	**$322,248**
Operating Expense Ratio				32.47%
NET OPERATING INCOME			**$28.07**	**$670,106**
CONCLUDED OAR			/	**7.50%**
INDICATED VALUE			**$374.31**	**$8,934,750**
ROUNDED			**$372.85**	**$8,900,000**

SENSITIVITY ANALYSIS		
SENSITIVITY ANALYSIS	**OAR**	**Value (Rounded)**
Low:	7.25%	$9,200,000
CONCLUDED OAR	**7.50%**	**$8,900,000**
High:	7.75%	$8,600,000

RECONCILIATION AND FINAL VALUE OPINION

Valuation Methodology Review and Reconciliation

This appraisal employs the Sales Comparison Approach and the Income Capitalization Approach. The approaches indicated the following:

VALUATION CONCLUSION SUMMARY			
		Value Conclusion	Per SF
Hypothetical Market Value As-Is	December 31, 2024		
Sales Comparison Approach Value Conclusion		$9,100,000	$381.23
Income Capitalization Approach Value Conclusion		$8,900,000	$372.85
Reconciled Value Conclusion		$8,900,000	$372.85

We have given primary emphasis to the Income Approach with secondary emphasis placed on the Sales Comparison Approach as this mirrors the methodology used by purchasers of this property type.

Based on our Appraisal as defined by the *Uniform Standards of Professional Appraisal Practice*, we have developed an opinion that the hypothetical as is market value of the leased fee interest of the referenced property, subject to the assumptions and limiting conditions, certifications, extraordinary and hypothetical conditions, if any, and definitions is shown in the following table:

MARKET VALUE CONCLUSION			
Market Value Premise	Real Property Rights Appraised	Date of Value	Value Conclusion
As-Is Hypothetical	Leased Fee	December 31, 2024	$8,900,000

The implied “going in” capitalization rate is 7.53 percent. The overall capitalization rates derived from known sales fall between 5.72 percent and 8.50 percent. The implied going-in capitalization rate falls within the range of the capitalization rates derived from the sales.

DEFINITIONS

The following definition is taken from Financial Institutions Reform, Recovery and Enforcement Act ("FIRREA") Regulations, per final rule, 12 CFR Part 34, (Docket No. 90-16), Federal Register, Volume 56 Number 165, March 31, 1994, effective June 7, 1994, Rules & Regulations.

- Market Value: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and passing of title from seller to buyer under conditions whereby:
    1. Buyer and seller are typically motivated;
    2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
    3. A reasonable time is allowed for exposure in the open market;
    4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
    5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The following definition is taken from Treas. Regs. §20.2031-1(b) and §25.2512-1; Rev. Rul. 59-60, 1959-1 C.B. 237:

- Fair Market Value: The price at which a property would exchange between a willing buyer and a willing seller, when the former is not under any compulsion to buy, and the latter is not under any compulsion to sell, both having reasonable knowledge of the relevant facts.

The following definitions are taken from *The Dictionary of Real Property Appraisal, Seventh Edition (2022)*, published by the Appraisal Institute.

- Cash-Equivalent Price: The sale price of a property that is equivalent to what a cash buyer would pay.
- Contract Rent: The actual rental income specified in a lease.
- Cost Approach: A set of procedures through which a value indication is derived for the fee simple estate by estimating the cost new as of the effective date of the appraisal to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive; deducting depreciation from the total cost; and adding the estimated land value. The contributory value of any site improvements that have not already been considered in the total cost can be added on a depreciated-cost basis. Adjustments may then be made to the indicated value of the fee simple estate in the subject property to reflect the value of the property rights being appraised.
- Deferred Maintenance: Items of wear and tear on a property that should be fixed now to protect the value or income-producing ability of the property, such as a broken window, a dead tree, a leak in the roof, or a faulty roof that must be completely replaced. These items are almost always curable.
- Direct Capitalization: A method used to convert an estimate of a single year's income expectancy into an indication of value in one direct step, either by dividing the net income estimate by an appropriate capitalization rate or by multiplying the income estimate by an appropriate factor. Direct capitalization employs capitalization rates and multipliers extracted or developed from market data. Only one year's income is used. Yield and value changes are implied, but not explicitly identified.
- Discounted Cash Flow (DCF) Analysis: The procedure in which a discount rate is applied to a set of projected income streams and a reversion. The analyst specifies the quantity, variability, timing, and duration of the income streams and the quantity and timing of the reversion, and discounts each to its present value at a specified yield rate.

- Disposition Value: The most probable price that a specified interest in property should bring under the following conditions:

  1. Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.

  2. The property is subjected to market conditions prevailing as of the date of valuation.

  3. Both the buyer and seller are acting prudently and knowledgeably.

  4. The seller is under compulsion to sell.

  5. The buyer is typically motivated.

  6. Both parties are acting in what they consider to be their best interests.

  7. An adequate marketing effort will be made during the exposure time.

  8. Payment will be made in cash in US dollars (or the local currency) or in terms of financial arrangements comparable thereto.

  9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. This definition can also be modified to provide for valuation with specified financing terms.

- Distress Sale: A sale involving a seller acting under undue duress.
- External Obsolescence: A type of depreciation; a diminution in value caused by negative external influences and generally incurable on the part of the owner, landlord, or tenant. The external influence may be either temporary or permanent. There are two forms of external obsolescence: economic and locational.
- Extraordinary Assumption: An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property, or conditions external to the property, such as market conditions or trends, or about the integrity of data used in an analysis. (USPAP, 2020-2021 ed.)
- Fee Simple Estate: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.
- Functional Obsolescence: The impairment of functional capacity of improvements according to market tastes and standards.
- Going-Concern Value: An outdated label for the market value of all the tangible and intangible assets of an established and operating business with an indefinite life, as if sold in aggregate; more accurately termed the *market value of the going concern or market value of the total assets of the business.*
- Gross Lease: A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses; also called *full-service lease.*
- Highest and Best Use: 1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

  2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS)

3. [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions).

4. [For fair value determination] The use of a nonfinancial asset by market participants that would maximize the value of the asset or the group of assets and liabilities (for example, a business) within which the asset would be used. (FASB Glossary) The highest and best use of a nonfinancial asset takes into account the use that is physically possible, legally permissible, and financially feasible. (FASB 820-10-35-10B). The highest and best use of a nonfinancial asset establishes the valuation premise used to measure the fair value of the asset, as follows: (a) The highest and best use of a nonfinancial asset might provide maximum value to market participants through its use in combination with other assets as a group (as installed or otherwise configured for use) or in combination with other assets and liabilities (for example, a business). (b) The highest and best use of the asset might provide maximum value to market participants on a standalone basis. (FASB 820-10-35-10E)

- Hypothetical Condition: 1. A condition that is presumed to be true when it is known to be false. (SVP)

  2. A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2020-2021 ed.)

- Income Capitalization Approach: Specific appraisal techniques applied to develop a value indication for a property based on its earning capability and calculated by the capitalization of property income.
- Insurable Value: A type of value for insurance purposes.
- Leased Fee Interest: The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.
- Leasehold Interest: The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.
- Liquidation Value: The most probable price that a specified interest in property should bring under the following conditions:
  1. Consummation of a sale within a short time period.
  2. The property is subjected to market conditions prevailing as of the date of valuation.
  3. Both the buyer and seller are acting prudently and knowledgeably.
  4. The seller is under extreme compulsion to sell.
  5. The buyer is typically motivated.
  6. Both parties are acting in what they consider to be their best interests.
  7. A normal marketing effort is not possible due to the brief exposure time.
  8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
  9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

  This definition can be modified to provide for valuation with specified financing terms.

- Market Rent: The most probable rent that a property should bring in a competitive and open market under all conditions requisite to a fair lease transaction, the lessee and lessor each acting prudently and knowledgeably, and assuming the rent is not affected by undue stimulus. Implicit in this definition is the execution market support 117 of a lease as of a specified date under conditions whereby

• Lessee and lessor are typically motivated;

• Both parties are well informed or well advised, and acting in what they consider their best interests;

• Payment is made in terms of cash or in terms of financial arrangements comparable thereto; and

• The rent reflects specified terms and conditions typically found in that market, such as permitted uses, use restrictions, expense obligations, duration, concessions, rental adjustments and revaluations, renewal and purchase options, frequency of payments (annual, monthly, etc.), and tenant improvements (TIs).

- Personal Property: 1. Tangible or intangible objects that are considered personal, as opposed to real property. Examples of tangible personal property include furniture, vehicles, jewelry, collectibles, machinery and equipment, and computer hardware. Examples of intangible personal property include contracts, patents, licenses, computer software, and intellectual property.

  2. Any tangible or intangible article that is subject to ownership and classified as real property, including identifiable tangible objects that are considered by the general public as being "personal," such as furnishings, artwork, antiques, gems and jewelry, collectibles, machinery and equipment, and intangible property that is created and stored electronically such as plans for installation art, choreography, emails, or designs for digital tokens. (USPAP, 2020-2021 ed.)

- Physical Deterioration: The wear and tear that begins when a building is completed and placed into service.
- Real Property: 1. An interest or interests in real estate.

  2. The interests, benefits, and rights inherent in the ownership of real estate. (USPAP, 2020-2021 ed.)

- Real Property (as listed in the IVS Glossary): All rights, interests, and benefits related to the ownership of real estate.
- Sales Comparison Approach: The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available.
- Triple Net Lease (listed in dictionary as net net net lease): An alternative term for a type of net lease. In some markets, a net net net lease is defined as a lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management; also called *NNN lease, triple net lease, or fully net lease.*
- Vacancy and Collection Loss: A deduction from potential gross income (PGI) made to reflect income reductions due to vacancies, tenant turnover, and nonpayment of rent; also called *vacancy and credit loss or vacancy and contingency loss*.

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report is based on the following general assumptions:

- This report is for the client to which it is addressed and is to be used by said client only for the purpose stated in the report. No reliance is to be placed on this report for any other purpose, nor shall it be published, distributed, or shown to other parties except to the party to whom the report is addressed.
- No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the subject is assumed to be good and marketable unless otherwise stated.
- The subject is appraised free and clear of all liens and encumbrances unless otherwise stated.
- Responsible ownership and competent property management are assumed.
- The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy. We reserve the right to make appropriate revisions in the event of discovery of additional data.
- All engineering studies are assumed to be correct. The plot plans and illustrative material in this report are included only to help the reader visualize the subject.
- It is assumed that there are no hidden or unapparent conditions of the subject, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.
- It is assumed that the subject is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the report.
- It is assumed that the subject conforms to all applicable zoning and use regulations and restrictions unless a nonconformity has been identified, described, and considered in the appraisal report.
- It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value opinion contained in this report is based.
- It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the subject described and that there is no encroachment or trespass unless noted in this report.
- Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the subject, was not observed. We have no knowledge of the existence of such materials on or in the subject. However, we are not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, and other potentially hazardous materials may affect the value of the subject. The opinion of value is predicated on the assumption that there is no such material on or in the subject that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
- The Americans with Disabilities Act (“ADA”) became effective January 26, 1992. We have not made a specific compliance survey and analysis of the property to determine whether or not it conforms to the various detailed requirements of the ADA. It is possible that a compliance survey of the subject, together with a detailed analysis of the requirements of the ADA, could reveal that the subject is not in compliance with one or more of the requirements of the ADA. If so, this fact could have a negative effect upon the value of the subject. Since we have no direct evidence relating to this issue, possible non-compliance with the requirements of the ADA is not considered in our value opinion of the subject.
- This report covers only the real property described herein. Unless specifically stated to the contrary, it does not include consideration of mineral rights or related right of entry, nor personal property or the removal

thereof. Values reported herein are not intended to be valid in any other context, nor are any conclusions as to unit values applicable to any other property or utilization that are specifically identified herein.

- The conclusions stated herein, including values that are expressed in terms of the U.S. Dollar, apply only as of the valuation date and are based on prevailing physical and economic conditions and available information at that time. No representation is made as to the effect of subsequent events.

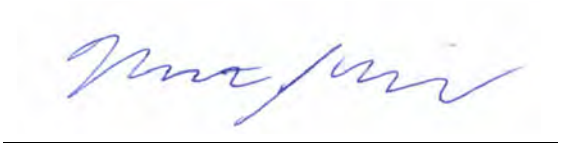
This appraisal report is based on the following general limiting conditions:

- Date(s) and definitions of value, together with other definitions and assumptions on which the analyses are based, are set forth in the appropriate sections of this report. These are to be considered part of the limiting conditions as if included here in their entirety.
- Any allocation of the total value presented in this report between the land and improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
- Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any other person than the party to whom it is addressed without our prior written consent, and then only with proper written qualification and only in its entirety.
- We, by reason of this report, are not required to give further consultation or testimony or to be in attendance in court with reference to the subject unless arrangements have been previously made.
- This report has not been prepared for syndication purposes nor is it to be used for syndication purposes without our consent and then only with proper qualifications.
- Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
- Any value opinions provided in this report apply to the entire property and any proration or division of the total into fractional interests will invalidate the value opinions, unless such proration or division of interests has been set forth in the report, or is otherwise expressly authorized by Stout in writing.
- If the subject is proposed, only preliminary plans and specifications were available for use in the preparation of this appraisal. If the plans and specifications change, we reserve the right to amend this appraisal.
- Any proposed improvements are assumed to have been completed unless otherwise stipulated; any construction is assumed to conform to the building plans referenced in the report.
- We assume that the reader or user of this report has been provided with copies of available building plans and all leases and amendments, if any, that encumber the subject.
- If no legal description or survey was furnished, we used other methods as described in the report to ascertain the physical dimensions and acreage of the subject. Should a survey prove this information to be inaccurate, it may be necessary for this appraisal to be adjusted.
- The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changing future economic conditions.

CERTIFICATION OF APPRAISAL

The undersigned certifies that to the best of their knowledge and belief:

1) The statements of fact contained in this report are true and correct.
2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, conclusions, and recommendations.
3) I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
4) I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
5) My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6) My analyses, opinions, and conclusions were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation, as well as the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
7) Matthew J. Chiasson, MAI has provided services related to the subject property of this report in July 2023 and June 2024.
8) Appraisers are required to be licensed in accordance with their respective state licensing laws and regulations. Matthew J. Chiasson, MAI is a State Certified General Real Estate Appraisers in the State of Florida.
9) A current physical inspection of the property was not performed as agreed to by the client. Brian A. Casey previously conducted a site visit of the subject property on July 1, 2023.
10) Brian A. Case provided significant real property appraisal assistance to the persons signing this report. This assistance included conducting a site inspection of the subject property.
11) The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute
12) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13) This appraisal is not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
14) Matthew J. Chiasson, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.



Matthew J. Chiasson, MAI
Director
Cert Gen RZ3436
Expiration Date: 11-30-2026

ADDENDA

Addenda Contents

Property Data

Qualifications

EXHIBIT A
Legal Description of Property

PARCEL 1:

The West 260 feet of the East 280 feet of the Southeast 1/4, lying South of U.S. Highway No. 1 and North of the Plat of E.H. RICES ADDITION TO TITUSVILLE, recorded in Plat Book 1, Page 6, Section 33, Township 21 South, Range 35 East, Brevard County, Florida. LESS AND EXCEPT the South 215 feet.

AND

The South 215 feet of the North 334.58 feet of the West 260 feet of the East 280 feet of the Southeast 1/4 of the Southeast 1/4 of Section 33, Township 21 South, Range 35 East, Brevard County, Florida.

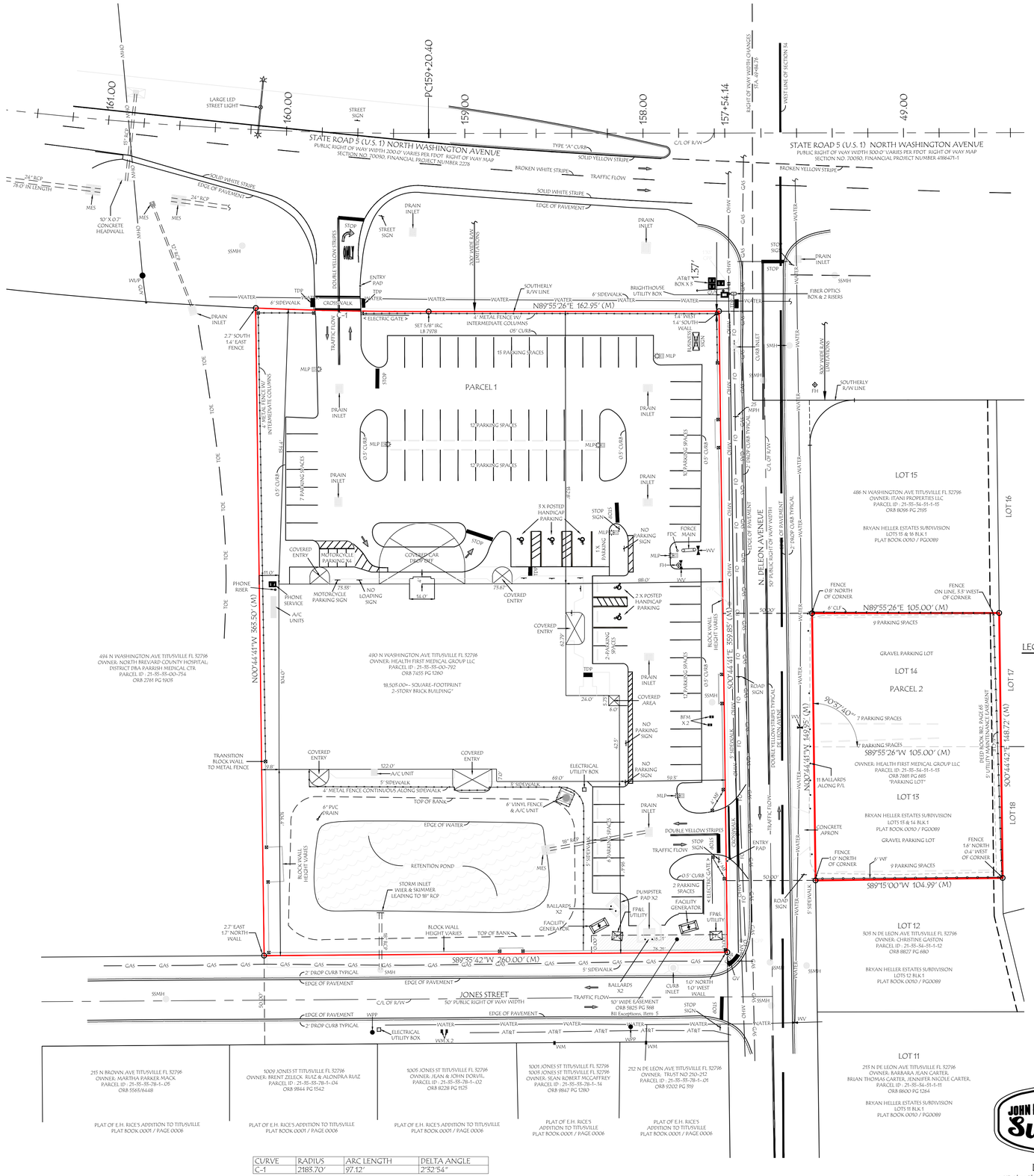
AND

PARCEL 2:

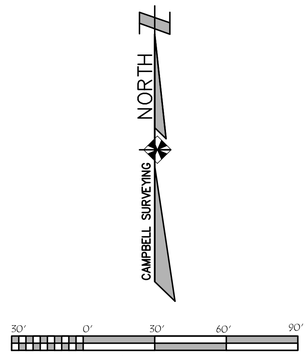
Lots 13 and 14, Block 1, BRYAN-HELLER ESTATES, according to the plat thereof, as recorded in Plat Book 10, Page 89, of the Public Records of Brevard County, Florida.

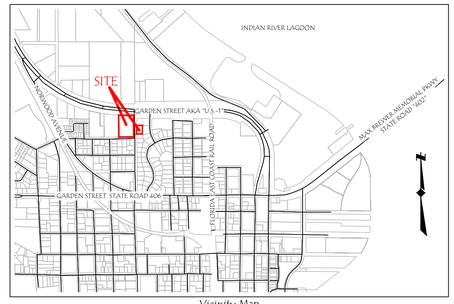
ALTA/NSPS LAND TITLE SURVEY

IN A PORTION OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C-1	2188.70'	97.12'	2°32'54"





Vicinity Map
"Not to Scale"

Legal Description as furnished in Fidelity National Title Insurance Company Commitment Number: 11687105, GR File No: 9000-250
The Commitment Effective Date set forth in Schedule A, Item 1 is hereby amended to read:
July 20, 2024 at 5:00 p.m. (as to Parcel 1)
August 29, 2024 at 5:00 p.m. (as to Parcel 2)

Parcel 1:
The West 260 feet of the East 280 feet of the Southeast 1/4, lying South of U.S. Highway No. 1 and North of the Plat of E.H. RICES ADDITION TO TITUSVILLE, recorded in Plat Book 1, Page 6, Section 33, Township 21 South, Range 35 East, Brevard County, Florida. LESS AND EXCEPT the South 215 feet.

AND

The South 215 feet of the North 334.58 feet of the West 260 feet of the East 280 feet of the Southeast 1/4 of the Southeast 1/4 of Section 33, Township 21 South, Range 35 East, Brevard County, Florida.

Parcel 2:
Lots 13 and 14, Block 1, BRYAN-HELLER ESTATES. according to the plat thereof, as recorded in Plat Book 10, Page 89, of the Public Records of Brevard County, Florida.

SURVEY REPORT:

1. The intended purpose of this survey is for boundary information only, as shown hereon.
2. The undersigned surveyor has been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible that there are documents of record unrecorded deeds, easements or other instruments that could affect the boundaries to the subject property.
3. This survey does not reflect or determine ownership.
4. This survey meets or exceeds the minimal horizontal control accuracy of 1:10,000 for a Commercial Survey.
5. Measurements shown hereon are expressed in feet and decimal parts thereof.
6. Dimensions shown are taken at the exposed areas of improvements, underground footers, foundations, utilities or other subsurface structures are not located for the purpose of this survey.
7. Bearings shown hereon are based on the West Right of Way line of N. Deleon Avenue having a bearing of S00°44'41"E between recovered monumentation as recovered using Global Positioning Systems.
8. The surveyor no longer certifies the Federal Emergency Management Agency Flood Zones. This certification is made by an independent contractor of the Federal Government. Flood Insurance Rate Map Zone "X" per Community Panel No. 12009C0205 H dated 01/29/2021.
9. This drawing is not valid unless bearing an original signature and embossed Land Surveyors Seal.
10. Parking Includes: PARCEL 1: 79 Regular Spaces 5 Handicap Spaces 4 Motorcycles Spaces
PARCEL 2: 32 Regular Spaces 0 Handicap Spaces 0 Motorcycles Spaces
TOTAL: 111 Regular Spaces 5 Handicap Spaces 4 Motorcycles Spaces

B-II EXCEPTIONS: (Schedule-II Commitment File Number: 11687105, Commitment Date: July 20, 2024 at 5:00 p.m. (as to Parcel 1)
August 29, 2024 at 5:00 p.m. (as to Parcel 2)

Items 1 through 4 & 7 are not survey related matters and were omitted intentionally.

5. Reservation of Road Right of Way in favor of the State of Florida by and through the Trustees of the Internal Improvement Trust Fund as set forth in the Deed recorded September 15, 1943 in Deed Book 262, Page 104, Public Records of Brevard County, Florida. (Affects Parcel 1)
6. Easement in favor of Florida Power & Light Company recorded November 13, 2007 in Official Records Book 5825, Page 568, Public Records of Brevard County, Florida. (FP&L Easement as Shown on Map of Survey)
8. Easement set forth and reserved in Deed Book 382, Page 65, Public Records of Brevard County, Florida. (Easement Affects Parcel 2 as shown on Map of Survey)

LEGEND AND ABBREVIATIONS

IR	Iron Rod
R/W	Right of Way
C/L	Centerline
FH	Fire Hydrant
WM	Water Meter
WV	Water Valve
ORB	Official Records Book
OHW	Over Head Wire
MES	Mitered End Section
RCP	Reinforced Concrete Pipe
FO	Fiber Optic Line
BFM	Back Flow Meter
SSMH	Sanitary Sewer Manhole
FP&L	Florida Power & Light
CPP	Concrete Power Pole
AT&T	American Telephone & Telegraph
WPP	Wood Power pole
SMH	Sewer Manhole
PVC	Polyvinyl chloride Pipe
A/C	Air Conditioning Unit
MLP	Metal Light Pole
TDP	Truncated Dome Pad
GV	Gate Valve
MF	Metal Fence
FDC	Fire Direct Connection
MPH	Miles Per Hour Sign
GAS	Gas Line
ID	Identification
LB	License Business
BFM	Meter

JOHN R. Campbell Surveying LLC
LICENSED BUSINESS #7978
115 Alma Blvd., Suite 102 / Mailing Address: PO Box 541866
Merritt Island, FL. 32954 Phone: 321-507-4811

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimal Technical Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTS and NSPS, and includes items 1,2,3,7a 7b, 8,9,11,13,14,19 of Table A thereof. The fieldwork was completed on 08/23/2024. Date of Plat or Map: 08/23/2024.

Unless it bears the signature and original raised seal of a Florida Licensed Surveyor and Mapper this Drawing, Sketch, Plat or Map is for informational purposes only and is not valid.

John R. Campbell
Professional Surveyor & Mapper #2351
State of Florida

BOUNDARY/ALTA SURVEY	ADDRESS : 490 N. Washington Ave. Titusville Fl 32796		
PREPARED FOR AND CERTIFIED TO:	DWG :2024-206.DWG	CHECKED BY: J.R. CAMPBELL	SECTION 33
	PROJECT NO. 2024-206	DRAWN BY: CGG	TOWNSHIP 21 SOUTH
		DATE: 09/19/2024	RANGE 35 EAST

REVISIONS	DATE	DESCRIPTION

Fidelity National Title Insurance Company
GrayRobinson, P.A.
North Brevard County Hospital District,
d/b/a Parrish Medical Center
Health First Medical Group, LLC
Agora Property, LLC

BOMA Report

490 N Washington Ave Titusville, FL 32796

Revised: 2025-01-15

Prepared by VectorNet:

Nathan Somerville – nsomerville@vectornet3d.com

813-798-SCAN (7226)

1. Report Summary

Thank you for the opportunity to provide reality capture solutions and BOMA calculations for this facility. VectorNet utilizes state of the art laser scanning equipment to capture existing building conditions at industry leading accuracies for use in building design, construction, and facility management. The data we collect is used as the basis for floor plans and square footage calculations using the BOMA and ANSI standards.

1.1. Project Information

Parrish Medical Center and Agora Property LLC

490 N Washington Ave Titusville, FL 32796

1.2. BOMA Standard

BOMA 2024 Gross Areas Standard Methods of Measurement

ANSI/BOMA Z65.3-2024

1.2.1. Definitions

- Voids – "A building void is the absence of floor space spanning multiple stories within (or attached to) a Building. Multi-story atriums, auditoriums, ad "open to below" spaces are examples of Building Voids." (BOMA International, 2024)
- Gross Area 1 – Leasing Method
- Gross Area 2 – International Comparison Method (not applied to this project)
- Gross Area 3 – Volumetric Method (not applied to this project)
- Gross Area 4 – Construction Method. Used as the basis for construction cost analyses, building transactions, and assisting in the estimation of replacement costs.
- ft^2 – Square Feet

1.3. Method of Measurement

VectorNet uses a variety of laser scanning equipment and techniques to capture existing conditions of buildings.

1.3.1. For this project, a NavVis VLX2 mobile laser scanner was used to measure the building and produce a 3D point cloud.

1.3.2. The point cloud is then converted to a 3D model with Autodesk Revit software.

1.3.3. Within the Revit project, floor plans are created to be used as the basis for the BOMA calculations.

1.3.4. When applying modeled geometry to point cloud data, a “best-fit” approach is used to represent as-built conditions. Nothing in nature is perfectly straight, plumb, or level. VectorNet professionals use their industry experience and knowledge to best interpret the measured data and convert it to useable, accurate models and drawings.

1.3.5. Contact VectorNet for more information on the spatial data and level of accuracy.

1.4. Results

The attached report provides all details of the BOMA calculation including the applied standard, Floor Plans, and BOMA Plans.

- **Gross Building Area – 25,466.35 ft²**
  - **Voids – 1,596.34 ft²**
    - Includes the Lobby Atrium
  - **Space A – 18,102.95 ft²**
    - Tenant #1
  - **Space B – 5,767.07 ft²**
    - Tenant #2

Note: When leasing a building to a single tenant, it is imperative that the leasing documents do not refer to “rentable square feet”. Case law out of California has established that if a lease refers to “rentable square feet” then by default the office, and not the gross area, standard is being referred to.

GROSS AREA CALCULATIONS

Project Information:
Parrish Medical Center and Agora Property LLC
490 N Washington Ave Titusville, FL 32796

A *INPUT*	B *MEASURE*	C *MEASURE*	D *=B-C*
FLOOR	GROSS AREA 4 (BUILDING TRANSACTIONS)	VOIDS	GROSS AREA 1 (SINGLE OCCUPANT LEASING)
1			
	18,445.50	**-**	**18,445.50**
2			
	7,020.84	**1,596.34**	**5,424.50**
TOTAL	**25,466.34**	**1,596.34**	**23,870.00**

AREA MEASUREMENTS CALCULATED PER ANSI/BOMA Z65.3-2024 "BOMA 2024 GROSS AREAS STANDARD METHODS OF MEASUREMENT" (PUBLISHED 2024)
COMPUTER CALCULATED 01/07/2025.
BUILDING MEASUREMENTS EXECUTED WITH A SITE VISIT ON NOVEMBER 23, 2024. MEASUREMENTS WERE MADE USING MOBILE LASER SCANNING EQUIPMENT. REFER TO THE METHOD OF MEASUREMENT SECTION OF THIS REPORT FOR MORE INFORMATION.

VECTORNET

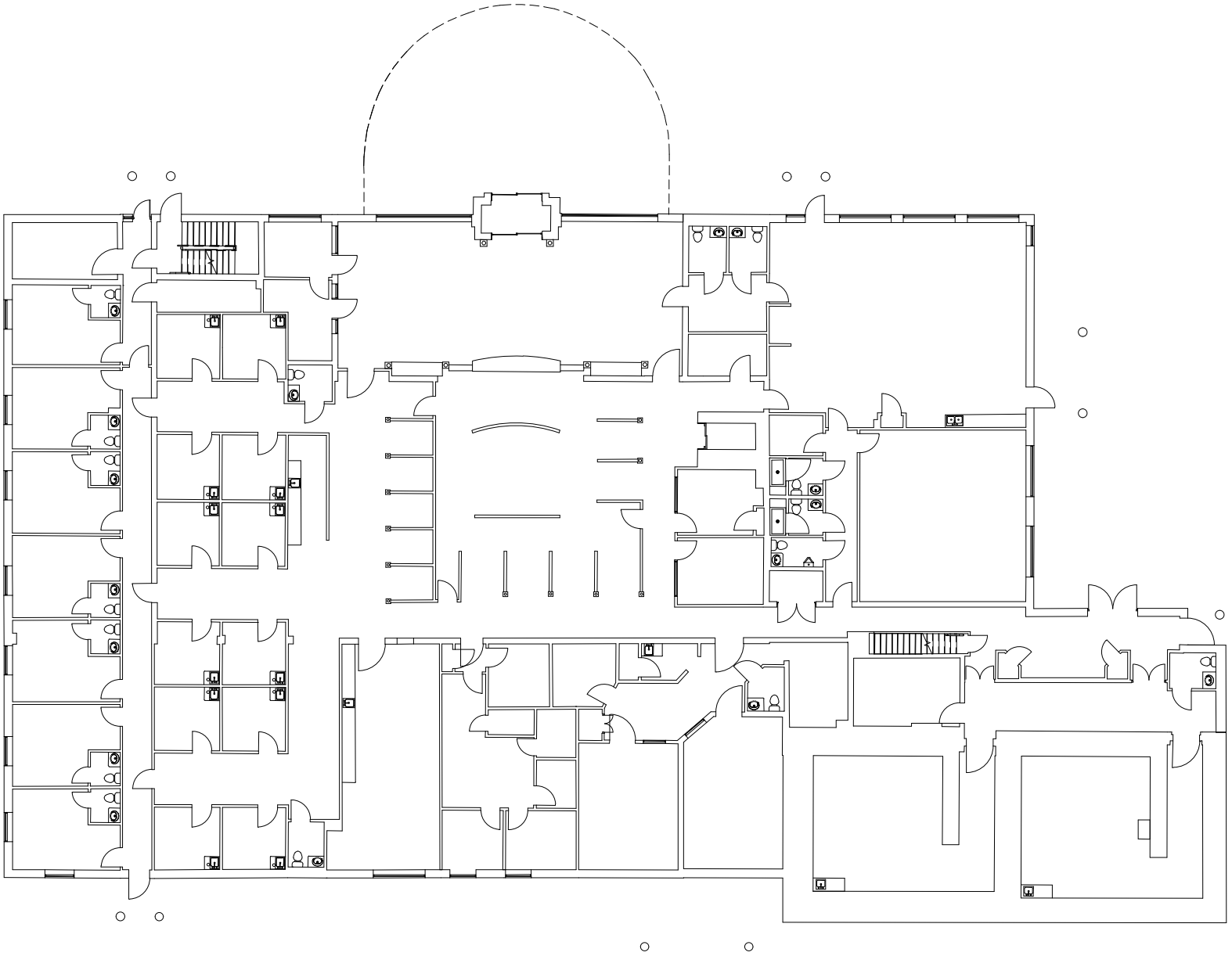
CERTIFICATE OF LEASEABLE AREA

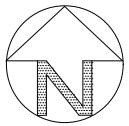
Project Information:
Parrish Medical Center and Agora Property LLC
490 N Washington Ave Titusville, FL 32796

A *INPUT*	E *INPUT*	F *MEASURE*
FLOOR	SUB LEASING SPACE I.D.	SUB LEASING TENANT AREA
1	SPACE A	13,254.05
	SPACE B	5,191.46
	TOTAL	**18,445.51**
2	SPACE A	4,848.90
	SPACE B	575.61
	TOTAL	**5,424.51**
TOTAL		**23,870.02**

AREA MEASUREMENTS CALCULATED PER ANSI/BOMA Z65.3-2024 "BOMA 2024 GROSS AREAS STANDARD METHODS OF MEASUREMENT" (PUBLISHED 2024)
COMPUTER CALCULATED 01/15/2025.
BUILDING MEASUREMENTS EXECUTED WITH A SITE VISIT ON NOVEMBER 23, 2024. MEASUREMENTS WERE MADE USING MOBILE LASER SCANNING EQUIPMENT. REFER TO THE METHOD OF MEASUREMENT SECTION OF THIS REPORT FOR MORE INFORMATION.

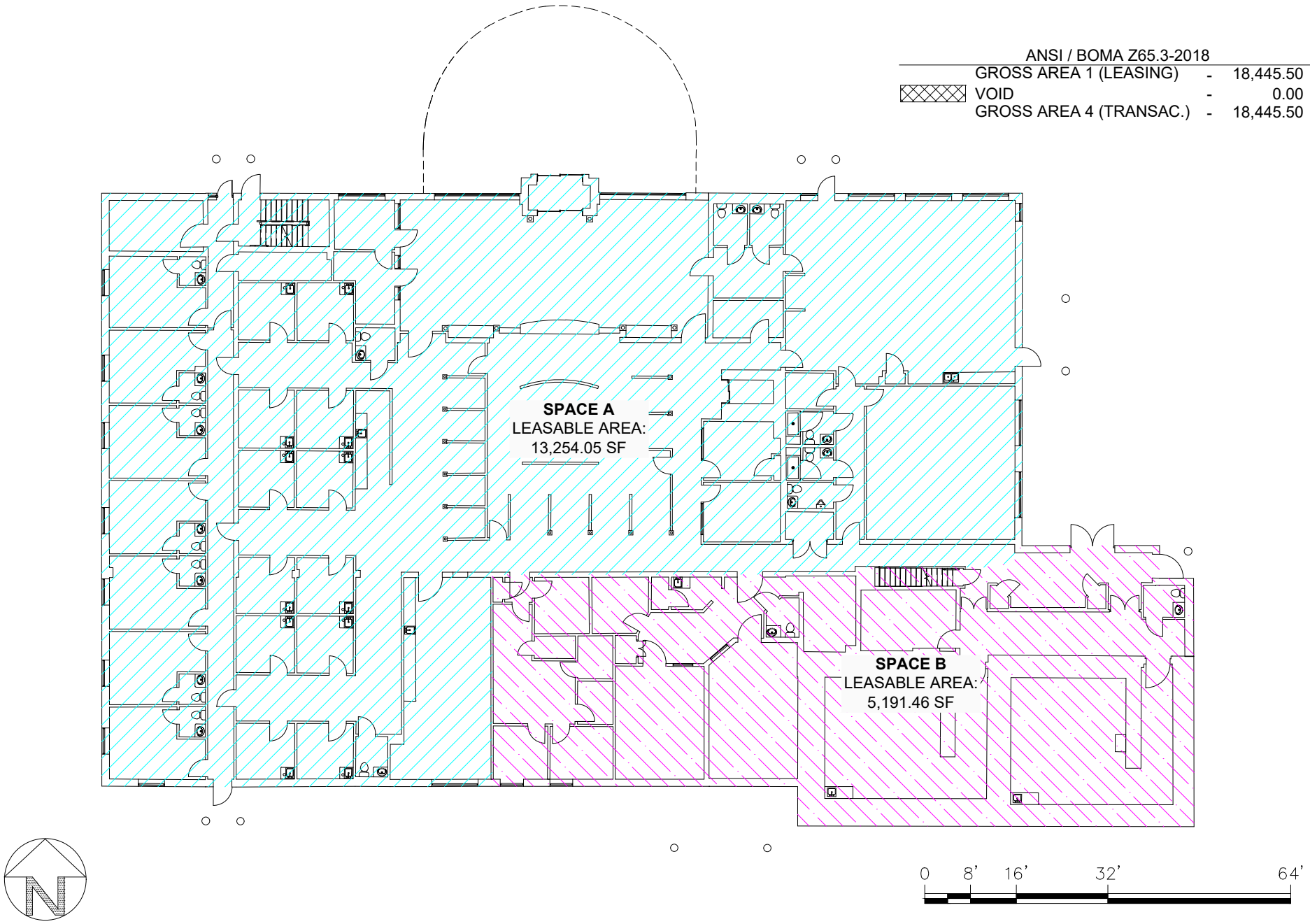
VECTORNET





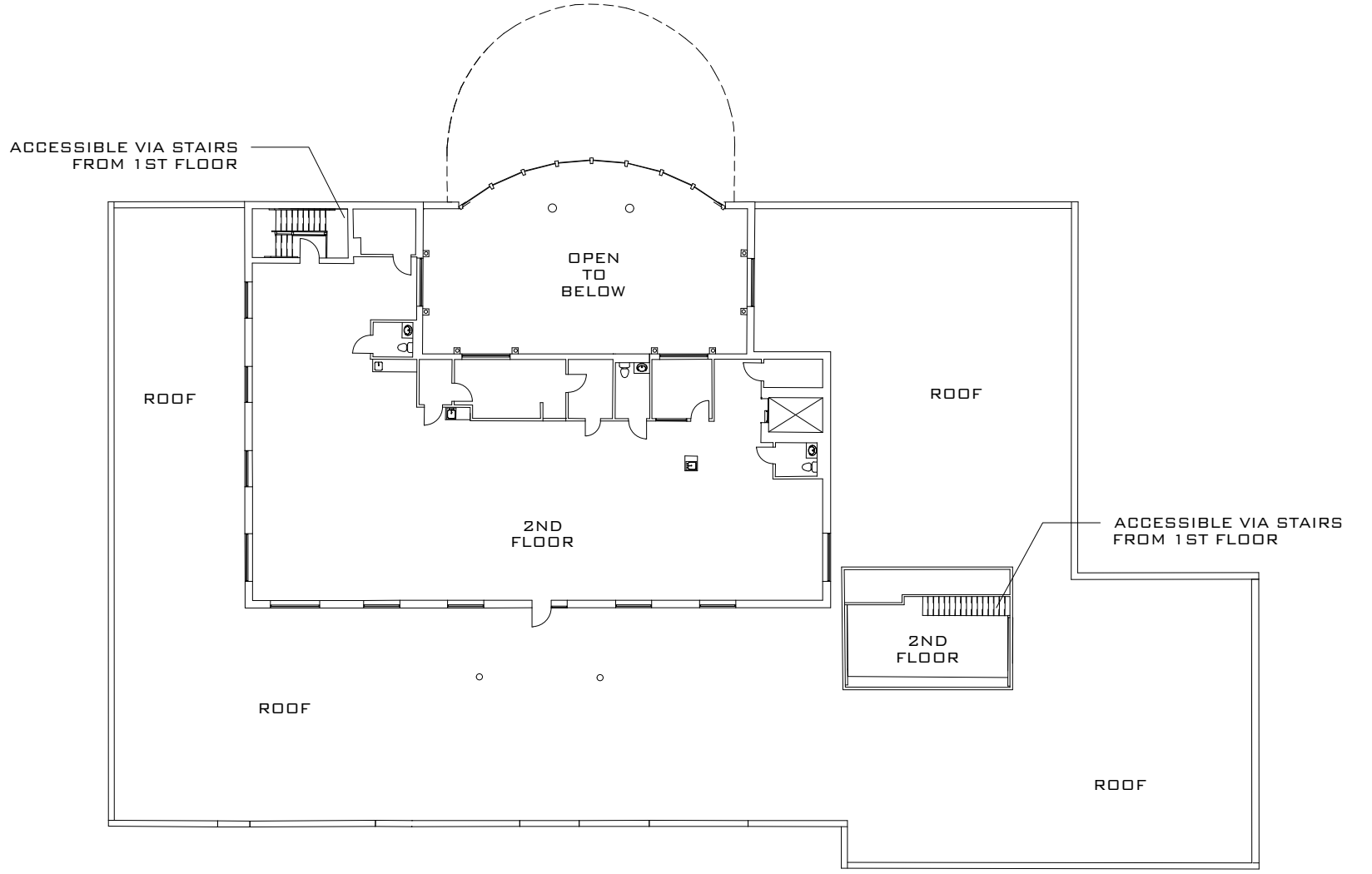
PROPERTY ADDRESS:		SCALE: AS NOTED		TITLE
490 N WASHINGTON AVE TITUSVILLE, FL 32796	VECTORNET 813-798-SCAN VECTORNET3D.COM	DRAWN: AD CHECKED: NJS	DATE: 01/07/25 DATE: 01/07/25	FLOOR PLAN 1ST FLOOR

CAPTURE | CREATE | COLLABORATE | CONTROL



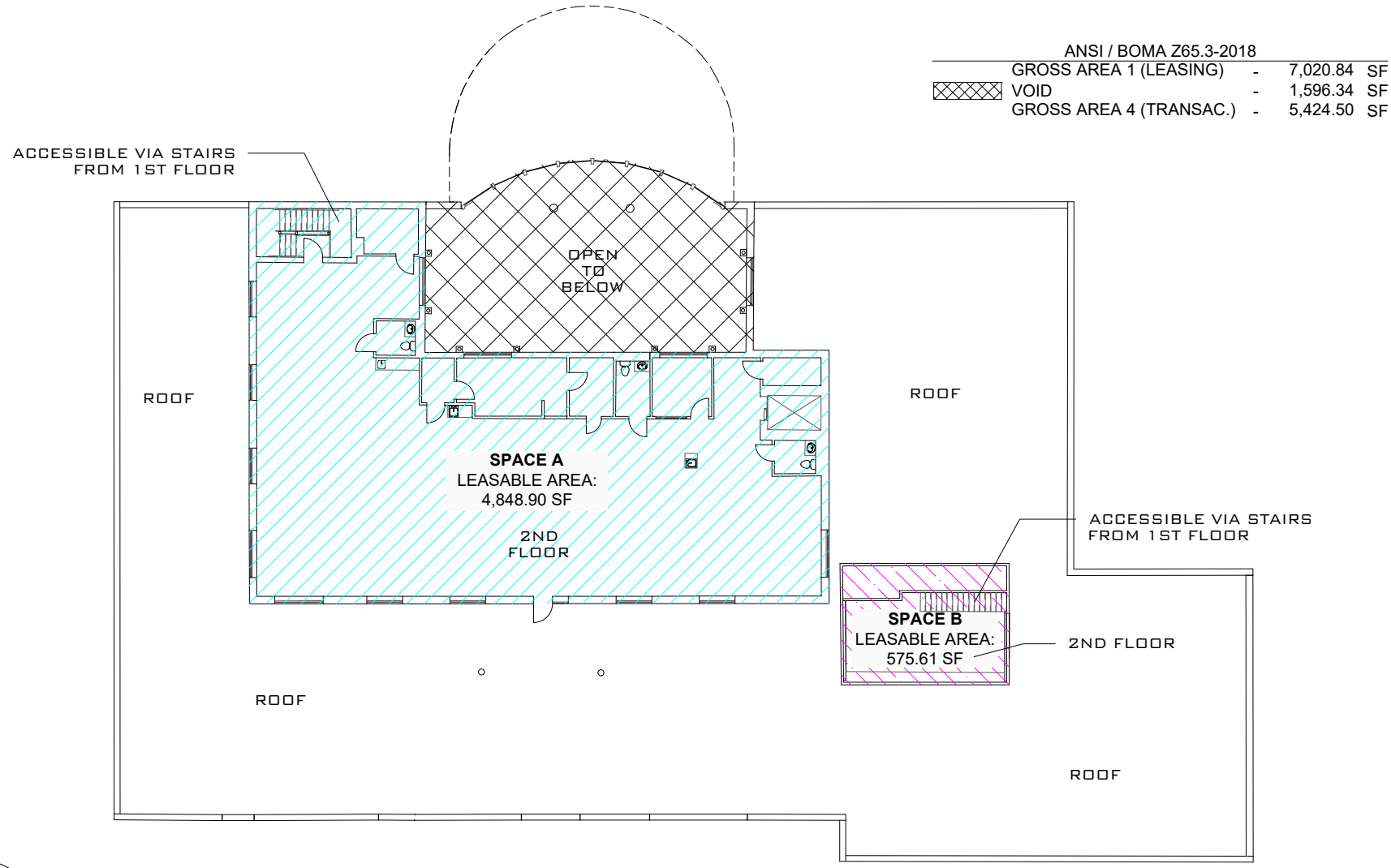
PROPERTY ADDRESS: 490 N WASHINGTON AVE TITUSVILLE, FL 32796	VECTORNET 813-798-SCAN VECTORNET3D.COM	SCALE: AS NOTED DRAWN: AD CHECKED: NJS	DATE: 01/15/25 DATE: 01/15/25	TITLE BOMA FLOOR PLAN 1ST FLOOR

CAPTURE | CREATE | COLLABORATE | CONTROL



PROPERTY ADDRESS: 490 N WASHINGTON AVE TITUSVILLE, FL 32796	VECTORNET 813-798-SCAN VECTORNET3D.COM	SCALE: AS NOTED DRAWN: AD CHECKED: NJS	DATE: 01/15/25 DATE: 01/15/25	TITLE FLOOR PLAN 2ND FLOOR

CAPTURE | CREATE | COLLABORATE | CONTROL



PROPERTY ADDRESS:		SCALE: AS NOTED		TITLE
490 N WASHINGTON AVE TITUSVILLE, FL 32796	VECTORNET 813-798-SCAN VECTORNET3D.COM	DRAWN: AD CHECKED: NJS	DATE: 01/15/25 DATE: 01/15/25	BOMA FLOOR PLAN 2ND FLOOR

CAPTURE | CREATE | COLLABORATE | CONTROL

Dana Blickley, CFA, Brevard County Property Appraiser
Titusville • Viera • Melbourne • Palm Bay

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www.BCPAO.us
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REAL PROPERTY DETAILS
Account 2109411 - Roll Year 2024

Owners	NORTH BREVARD COUNTY HOSPITAL DISTRICT D/B/A PARRISH MEDICAL CENTER
Mailing Address	951 N WASHINGTON AVE TITUSVILLE FL 32796
Site Address	490 N WASHINGTON AVE TITUSVILLE FL 32796
Parcel ID	21-35-33-00-792
Taxing District	14A0 - TITUSVILLE
Exemptions	NONE
Property Use	1930 - PROFESSIONAL BUILDING - MULTI TENANT - 2 OR MORE S
Total Acres	2.23
Site Code	0300 - U S 1
Plat Book/Page	0000/0000
Subdivision	--
Land Description	W 260 FT OF E 280 FT OF SE 1/4 LYING S OF US HWY 1 & N OF PB 1 PG 6 PAR 793

VALUE SUMMARY

Category	2024	2023	2022
Market Value	$3,641,700	$3,429,670	$3,252,930
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$3,641,700	$3,429,670	$3,252,930
Assessed Value School	$3,641,700	$3,429,670	$3,252,930
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$3,641,700	$3,429,670	$3,252,930
Taxable Value School	$3,641,700	$3,429,670	$3,252,930

SALES / TRANSFERS

Date	Price	Type	Instrument
09/23/2024	$8,700,000	WD	10163/1708
09/18/2015	$8,400,000	WD	7455/1260
07/21/2005	--	WD	5505/2448
07/15/2005	$350,000	WD	5505/2442
07/14/2005	--	WD	5505/2450
07/14/2005	--	WD	5505/2446
07/14/2005	--	WD	5505/2444
12/01/1996	--	PR	3634/3636

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 1930 - PROFESSIONAL BUILDING - MULTI TENANT - 2 OR MORE STORIES

Materials	
Exterior Wall:	BRICK
Frame:	WOOD FRAME
Roof:	BU-TG/MMBRN
Roof Structure:	BAR JOIST RIGID

Details	
Year Built	2008
Story Height	14
Floors	2
Residential Units	
Commercial Units	2

Sub-Areas	
Base Area (1st)	18,503
Base Area (2nd)	4,946
Open Porch	1,137
Total Base Area	23,449
Total Sub Area	24,586

Extra Features	
Light Poles	10
Wall - Concrete - Stucco	7,800
Fence - Electronic Gate	1
Paving - Asphalt	24,792
Paving - Concrete	3,236
Elevator	1
Wall - Concrete - Block	3,900
Canopy	1,333
Fence - Iron	2,112

Dana Blickley, CFA, Brevard County Property Appraiser
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REAL PROPERTY DETAILS
Account 2110162 - Roll Year 2024

Owners	NORTH BREVARD COUNTY HOSPITAL DISTRICT D/B/A PARRISH MEDICAL CENTER
Mailing Address	951 N WASHINGTON AVE TITUSVILLE FL 32796
Site Address	NONE
Parcel ID	21-35-34-51-1-13
Taxing District	14A0 - TITUSVILLE
Exemptions	NONE
Property Use	4900 - OPEN STOR, NEW & USED BLDG SUPP, JUNK YARDS, AUT
Total Acres	0.55
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0010/0089
Subdivision	BRYAN HELLER ESTATES SUBD
Land Description	BRYAN HELLER ESTATES SUBD LOTS 13 & 14 BLK 1

VALUE SUMMARY

Category	2024	2023	2022
Market Value	$9,730	$9,730	$9,010
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$9,730	$9,730	$9,010
Assessed Value School	$9,730	$9,730	$9,010
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$9,730	$9,730	$9,010
Taxable Value School	$9,730	$9,730	$9,010

SALES / TRANSFERS

Date	Price	Type	Instrument
09/23/2024	$8,700,000	WD	10163/1708
08/01/2016	--	WD	7681/0685
06/08/2016	$60,000	WD	7634/1552
05/26/2016	--	QC	7634/1549
07/28/2001	--	DC	6151/1879
08/01/1993	--	PT	3319/2382
04/01/1974	$40,000	PT	1436/0826

No Data Found

ADDITIONAL EXTRA FEATURES

Description	Units
Fence - Chain Link 6'	175
Fence - Wood 6'	150

Matthew Chiasson, MAI

Director, Valuation Advisory

Boca Raton, FL USA
Office: +1.561.270.0542
mchiasson@stout.com

Education

B.A., Real Estate
Florida State University

Designations

MAI, Appraisal Institute

Certified General Real Estate Appraiser – Florida, Kansas, Maryland, Massachusetts, New York, North Carolina, Rhode Island

Practice Areas

Real Estate Valuation
Healthcare Valuation

Matthew Chiasson focuses on providing real estate valuation services for a wide range of healthcare-related facilities including medical office buildings, surgical centers, hospitals, imaging centers, cancer centers, and specialized healthcare facilities across the United States. His responsibilities include the preparation of valuation reports, review of valuation reports, and employee training.

Prior to joining Stout, Mr. Chiasson was a Director with HealthCare Appraisers, Inc. Before that, he served as senior appraiser at V K Chiasson Real Estate Companies for ten years, valuing various commercial properties, including the following: professional and medical office buildings, warehouses, retail buildings and shopping centers, multi-family apartments and condominiums, residential subdivisions, and self-storage facilities. He executed appraisal assignments for financial institutions, government agencies, developers, and attorneys.

Professional Memberships

- Appraisal Institute

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

CHIASSON, MATTHEW J

2101 NW CORPORATE BLVD
SUITE 400
BOCA RATON FL 33431

LICENSE NUMBER: RZ3436

EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/20/2024

Do not alter this document in any form.

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EXHIBIT "I"

[ATTACH SUBLEASE]

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (this "**Sublease**"), is made and entered into as of the 8th day of August, 2025 (the "**Effective Date**"), by and between **NORTH BREVARD COUNTY HOSPITAL DISTRICT, d/b/a PARRISH MEDICAL CENTER**, a political subdivision of the State of Florida ("**Sublandlord**"), and **PARRISH RADIATION ONCOLOGY, LLC**, a Florida limited liability company ("**Subtenant**").

RECITALS:

A. Samsara Property, LLC, a Florida limited liability company, as landlord ("**Prime Landlord**"), and Sublandlord, as tenant, entered into that certain Lease Agreement dated as of the Effective Date (the "**Prime Lease**") for that certain two-story building currently known as the Parrish Oncology Center, with an address of 490 N. Washington Avenue, Titusville, Florida 32797, and consisting of approximately 23,870.02 rentable square feet (the "**Building**") and a vacant lot located on N. DeLeon Avenue (with no assigned address physical address). Sublandlord has provided a complete copy of the Prime Lease to Subtenant for its review.

B. The Prime Lease covers the entire Building consisting of approximately 23,870.02 rentable square feet of space in the Building, plus adjacent common areas and the vacant lot, all as legally described on **Exhibit A** attached hereto and incorporated herein, and is referred to herein as the "**Overall Premises**").

C. Sublandlord desires to sublet the Subleased Premises (as defined in Section 1.1(a) below) located in the Building to Subtenant, and Subtenant desires to sublease the Subleased Premises from Sublandlord, for the term and upon the conditions set forth herein.

NOW, THEREFORE, in consideration of the rent and other payments set forth in this Sublease, the covenants and agreements of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I. DEFINITIONS

Section 1.1 Basic Sublease Provisions and Definitions. The following basic provisions of this Sublease ("**Basic Sublease Provisions**") constitute an integral part of this Sublease and are set forth in this Section 1.1 for the convenience of the parties. Each reference in this Sublease to a Basic Sublease Provision shall be construed to incorporate all of the terms provided for under such provisions.

(a) Subleased Premises: The Subleased Premises are located at 490 N. Washington Avenue, Titusville, Florida 32797, and include portions of the first and second floors of the Building containing approximately 5,962.85 useable square feet of space as depicted on **Exhibit B** attached hereto and incorporated herein (the "**Subleased Premises**"). The Subleased Premises shall be leased to Subtenant on an exclusive basis. The Subtenant shall also be entitled to use on a non-exclusive basis with Sublandlord those areas of the Overall Premises depicted on **Exhibit B-1** attached hereto and incorporated herein (the "**Shared Premises**"). The Shared Premises currently consist of approximately 3,253.61 square feet of space.

(b) Rentable Square Feet. The "**Rentable Square Feet**" of the Subleased Premises equals the number of square feet contained in the Subleased Premises, which is 5,962.85, plus a "**Common Area Factor**" equal to 1.1578, for a total of **6,903.79 Rentable Square Feet** of Subleased Premises. The Common Area Factor has been determined based on a fair and

equitable measurement of the Shared Premises and the calculation methodology is set forth on **Exhibit B-1** attached hereto and incorporated herein.

(c) Term: The Term shall begin on the Commencement Date and shall end on the Expiration Date (the "**Term**").

(d) Commencement Date: August 8, 2025 (the "**Commencement Date**").

(e) Rent Commencement Date: The "**Rent Commencement Date**" shall be the earlier of (a) December 1, 2025, or (b) the date the Subtenant's business on the Subleased Premises opens to the public to see patients.

(f) Expiration Date: The date which is 20 Sublease Years (defined in Section 1(g) below) after the Commencement Date (the "**Expiration Date**").

(g) Sublandlord's Address for Notices:

North Brevard County Hospital District, d/b/a Parrish Medical Center
Attention: President
951 Washington Ave.
Titusville, Florida 32796

With a copy to:

GrayRobinson, P.A.
Attention: William A. Boyles, Esq.
301 E. Pine Street, Suite 1400
Orlando, Florida 32801

(h) Subtenant's Address for Notices:

Parrish Radiation Oncology, LLC
Attention: Manager
490 N. Washington Avenue
Titusville, Florida 32797

(i) Sublease Year: A "**Sublease Year**" shall mean each period of twelve (12) consecutive full months beginning on September 1st of each year and ending on August 31st of each year.

(j) Base Rent: Base Rent shall be payable in accordance with Section 5 of this Sublease, and as more particularly set forth in the Rent Schedule attached as **Exhibit C** and incorporated herein.

(k) Security Deposit: None.

ARTICLE II. SUBLEASED PREMISES

Section 2.1 Demise of Subleased Premises. Sublandlord, in consideration of the Rent (as hereinafter defined), to be paid and the covenants to be performed by Subtenant, does hereby sublease to Subtenant, and Subtenant does hereby take from Sublandlord, the Subleased Premises, subject to the terms and conditions of this Sublease. The Subleased Premises shall include, as Common Area, the Shared Space and the number of parking spaces required by the

City of Titusville's zoning code, and shall include of those spaces 2 reserved parking spaces adjacent to the Building, with signage for the reserved spaces to be installed by Subtenant. All parking spaces, with the exception of the 2 reserved parking spaces, shall be on a non-exclusive basis, in common with the other occupants and invitees of the Overall Premises.

Section 2.2 Delivery of Possession. Subtenant shall, as of the Commencement Date, be deemed to have (i) inspected the Subleased Premises and determined that the Subleased Premises are in the condition required under this Sublease, and (ii) accepted the Subleased Premises in its then as-is condition. Except as otherwise provided herein, Sublandlord shall not be required to perform any work or make any improvements or alterations to the Subleased Premises in preparation of or in conjunction with Subtenant's occupancy of the Subleased Premises or otherwise. Except as otherwise provided herein, Sublandlord makes no representation or warranty of any kind, express or implied, with respect to the Subleased Premises (including, without limitation, existing improvements therein and thereto), including without limitation, Sublandlord makes no representation or warranty as to the habitability or fitness of the Subleased Premises (including, without limitation, existing improvements therein and thereto) for any particular purpose.

Section 2.3 Certain Provisions of Prime Lease Incorporated. In the event of any inconsistencies between the terms and provisions of the Prime Lease and the terms and provisions of this Sublease, the terms and provisions of this Sublease shall govern. Subtenant acknowledges that it has reviewed the Prime Lease and is familiar with the terms and conditions thereof.

The following provisions of the Prime Lease (the "**Incorporated Provisions**") are explicitly incorporated herein by reference and made a part hereof: Section 6.2, Article XIV, Section 13.5, and Section 17.2. In no event shall Subtenant have any right to extend the term of this Sublease or to require Sublandlord to exercise any extension options or other options granted to Sublandlord under the Prime Lease.

Sublandlord shall not enter into any amendment to or modification of the Prime Lease that would conflict with or materially limit the rights granted to Subtenant by this Sublease or alter the method of calculating the costs that would be incurred under this Sublease without Subtenant's prior written approval (which may be granted or withheld in its sole and absolute discretion). No consent, waiver, amendment, or other change by Prime Landlord of Sublandlord's obligations and liabilities as "Tenant" under the Prime Lease shall reduce, limit or otherwise impair the rights, obligation or liabilities of either Subtenant or Sublandlord under this Sublease unless each of Sublandlord and Subtenant shall have agreed in writing that such consent, waiver, amendment or change shall be effective under this Sublease. Unless the context requires otherwise, for the period during the Term of this Sublease only, (i) references in the Incorporated Provisions to "Landlord" shall refer to Sublandlord (subject to any provisions of this Sublease which expressly relieve Sublandlord of any obligation or responsibility for the performance of the obligations of Landlord under the Prime Lease), (ii) references in such provisions to "Tenant" shall refer to Subtenant (subject to any provisions of this Sublease which expressly relieve Subtenant of any obligation or responsibility for the performance of the obligations of Tenant under the Prime Lease), and (iii) references in such provisions to the "Premises" shall refer to the Subleased Premises under this Sublease. Subtenant acknowledges that it has received a copy of the Prime Lease, and shall not do, or cause to be done any act (whether of omission or commission) which would result in a default under or breach of any term, covenant, provision or condition of the Prime Lease. Sublandlord shall not do, or cause to be done any act (whether of omission or commission) which would result in a default under or breach of any term, covenant, provision or condition of the Prime Lease. Except as set forth herein, Subtenant shall not have any expansion, contraction or similar rights (including, without limitation, any right of first refusal) under the Prime

Lease, or any rights to cancel, terminate, extend or renew the term of the Prime Lease. Sublandlord agrees to promptly notify Subtenant of any notices of default delivered by Sublandlord to Landlord or received from Landlord by Sublandlord under the Prime Lease (which notice shall include a copy of the aforesaid notice). In addition, Sublandlord agrees to promptly notify Subtenant of any and all notices and other communications delivered by Sublandlord to Landlord or received from Landlord by Sublandlord under the Prime Lease with respect to the Subleased Space or the parking spaces assigned to Subtenant hereunder (which notice shall include a copy of the aforesaid notice/communication).

Notwithstanding the incorporation herein of the Incorporated Provisions or anything otherwise contained in this Sublease to the contrary, except as expressly set forth above, Sublandlord shall not be obligated to render or provide any of the services required to be provided by Prime Landlord under the Prime Lease or the Incorporated Provisions, respectively, and Sublandlord shall not be obligated to satisfy any obligations or liabilities of the Prime Landlord thereunder; and Sublandlord shall not have any responsibility or liability to Subtenant (x) on account of any act or omission of Prime Landlord, any default by Prime Landlord, or breach by Prime Landlord of any term, covenant or condition of the Prime Lease, or any failure by Prime Landlord to perform any of its obligations under the Prime Lease, or (y) by reason of any condition of or in the Building or the Subleased Premises now or hereafter existing; provided, however, that Sublandlord shall promptly, at Subtenant's request and at Sublandlord's expense, take all such reasonable actions as Subtenant shall direct to exercise and enforce Sublandlord's rights and remedies under the Prime Lease with respect to the Subleased Premises or, at Sublandlord's option and with Subtenant's consent, authorize Subtenant in writing to enforce the same in Sublandlord's name and at Sublandlord's expense. Subtenant shall be entitled to receive and retain any recovery allocable to the Subleased Premises during the Term of this Sublease resulting from such actions, after recovery by Sublandlord of all loss, liability, claim, cost and expense due to Sublandlord by Subtenant under this Sublease or incurred by Sublandlord in enforcing such rights and remedies. Notwithstanding the foregoing, to the extent that Sublandlord's obligation to pay Rent under the Prime Lease is abated in whole or in part pursuant to the provisions of the Prime Lease in respect of any period of time after the Rent Commencement Date and so long as such abatement applies to the Overall Premises as a whole (as opposed to a specific part of the Overall Premises which does not include the Subleased Premises and/or the Shared Space), Subtenant's obligation to pay Base Rent under this Sublease shall be abated in the same proportion as Sublandlord's abatement of Rent under the Prime Lease. To the extent that Sublandlord permits Subtenant to enforce any rights of Sublandlord under the Prime Lease, then Subtenant shall be subrogated to such rights to the extent that enforcement thereof is required in regard to the Subleased Premises, except that any cost of such enforcement shall be borne exclusively by Subtenant.

Section 2.4 Payment for Additional Services. Whenever Subtenant requires in writing Prime Landlord to furnish any service or perform any act for the Subleased Premises for which Prime Landlord is entitled to make a separate charge under the Prime Lease, Subtenant shall promptly pay the same, plus any applicable sales and use taxes due thereon. In furtherance thereof, Subtenant shall promptly pay to Sublandlord any charges billed to Sublandlord by Prime Landlord from time to time, to the extent any such charges are due solely to services provided at the written request of Subtenant to the Subleased Premises or solely benefit the Subleased Premises.

ARTICLE III. TERM

Section 3.1 Term. This Sublease is effective and enforceable as of the Effective Date. The Term shall commence on the Commencement Date and, unless sooner terminated as hereinafter provided, shall end on the Expiration Date. As used herein, references to the "**Term**"

shall mean and include the original Term. As used herein, references to the "**Expiration Date**" shall mean and include the original Expiration Date.

ARTICLE IV. USE

Section 4.1 Permitted Use. Subtenant may use and occupy the Subleased Premises for providing medical radiation oncology services and related ancillary uses (including, without limitation, office uses supporting the medical radiation oncology practice) as may be permitted by applicable law, but otherwise for no other use without the consent of Sublandlord and Prime Landlord**.**

Section 4.2 Compliance with Law. Subtenant shall not use the Subleased Premises for any unlawful purpose or act; shall not commit or permit any waste or damage to the Subleased Premises; shall comply with and obey all laws, regulations, or orders of any governmental authority or agency, including, without limitation, the requirements of laws relating to hazardous materials and the Americans with Disabilities Act. Subtenant shall not do or permit anything to be done in or about the Subleased Premises which will in any way unreasonably obstruct or interfere with the rights of other tenants or occupants of the Building, or unreasonably injure or annoy them.

Section 4.3 Rules and Regulations. Subtenant agrees to comply with and observe all reasonable and customary rules and regulations that may be established by Sublandlord and Prime Landlord from time to time which are of uniform applicability to all tenants of the Building (if there are multiple tenants) and of which Subtenant shall have received prior written notice. Subtenant's failure to keep and observe the rules and regulations shall constitute a breach of the terms of this Sublease in the manner as if the same were contained herein as covenants. A copy of the current rules and regulations is attached hereto as **Exhibit D.**

Section 4.4 Intentionally Deleted.

Section 4.5 Hazardous Materials; Medical Waste. Subtenant shall not cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous or flammable substances or materials on the Subleased Premises or the Building. Subtenant shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into the Subleased Premises or the Building any such materials or substances except to use in the ordinary course of Subtenant's business. In all events, Subtenant shall indemnify, defend and hold harmless Sublandlord and Prime Landlord (and their members, managers, officers, directors, agents, employees and contractors) in the manner elsewhere provided in this Sublease against any liability resulting from any release of hazardous or flammable substances or materials on the Subleased Premises during the Term of this Sublease caused by Subtenant or persons acting under Subtenant. Subtenant, at its sole cost and expense shall register as a medical waste generating facility with the State of Florida to the extent required by applicable law and shall prepare a written medical waste management plan to the extent required by applicable law which description, shall include, but not be limited to, the location of all medical waste to be stored on the Subleased Premises, if any. The plan, and any revisions, modifications and amendments and updates thereto, shall be provided to Sublandlord as they are provided to the governmental and/or regulatory agencies mentioned above. All medical waste produced or stored on the Subleased Premises may not be incinerated or otherwise disposed of on the Subleased Premises or the Building and must be disposed of in accordance with applicable law and shall be: (a) packaged to protect the waste from being released; (b) segregated by category; (c) not be compacted or mixed with other waste; and (d) stored accordingly, all, to the extent required by applicable law. Sublandlord shall arrange for the pick-up and disposal of Subtenant's medical waste in accordance with all applicable laws, and

shall bill Subtenant its prorata share of the fair market costs paid or incurred by Sublandlord in connection therewith. Subtenant, and its professional staff, and not Sublandlord, are responsible for the management and handling of all medical waste from the Subleased Premises until the same are picked up by Sublandlord or its contractor. Sublandlord, and its professional staff, and not Subtenant, are responsible for the management, handling and transportation of all medical waste from the Subleased Premises from pick-up to the point of disposal. Subtenant agrees to indemnify, defend and hold Sublandlord and Prime Landlord harmless from any and all liability which may be incurred as a result of Subtenant's breach of the provisions of this Section. Sublandlord agrees to indemnify, defend and hold Subtenant and Prime Landlord harmless from any and all liability which may be incurred as a result of Sublandlord's breach of the provisions of this Section.

Sublandlord and Prime Landlord will have the right, but not the obligation, without in any way limiting Sublandlord's other rights and remedies under this Sublease, to enter upon the Subleased Premises, or to take such actions as it deems necessary or advisable, to investigate, clean up, remove or remediate any hazardous material or contamination by hazardous material present on, in, at, under or emanating from the Subleased Premises in violation of Subtenant's obligations under this Sublease or under any applicable laws or that Subtenant is liable under this Sublease to clean up, remove or remediate. Sublandlord and Prime Landlord will have the right, at its election, in its own name or as Subtenant's agent, to negotiate, defend, approve and appeal, at Subtenant's expense, any action taken or order issued by any governmental agency or authority against Subtenant, Sublandlord or the Subleased Premises relating to any hazardous material or under any related law or the occurrence of any event or existence of any condition that would cause a breach by Subtenant of any of the covenants set forth in this Section 4.5.

This Section 4.5 shall survive the expiration or earlier termination of this Sublease.

ARTICLE V. RENT

Section 5.1 Rent. Commencing on the Rent Commencement Date and thereafter during the Term, Subtenant shall pay to Sublandlord Base Rent as set forth in Section 1.1 and Additional Rent as set forth in Section 5.2 (collectively, the "**Rent**"), in equal monthly installments in advance on the first (1st) day of each calendar month of the Term via Electronic Transfer to Sublandlord's bank in lawful United States currency without notice, demand, deduction, set-off, counterclaim or recoupment. Rent shall be considered late if received after the 5th business day of the month. In the event the Term commences on a day other than the first (1st) day of any calendar month, Subtenant shall pay the pro-rata share of Rent due for the unexpired time in such month in addition to the Rent for the full month following such part of a month.

Section 5.2 Additional Rent. Commencing on the Rent Commencement Date, Subtenant shall pay to Sublandlord, as additional rent (the "**Additional Rent**"), all other sums, charges, and payments required to be paid by Subtenant to Sublandlord under this Sublease, whether or not the same are designated as Additional Rent.

Section 5.3 Operating Expenses.

Commencing on the Commencement Date, Subtenant agrees to pay to Sublandlord as Additional Rent for each calendar year during the Term Subtenant's Proportionate Share of: (i) the Total Expenses (as defined in Section 5.3 of the Prime Lease) as passed through to Tenant under the Prime Lease; (ii) the costs, charges and expenses which are paid or incurred by Sublandlord under Article VI of the Prime Lease; and (iii) Sublease Operating Expenses (defined below), in all cases, without duplication (collectively, the "**Sublease Total Expenses**"). For purposes of this Section, "**Subtenant's Proportionate Share**" shall be equal to a fraction, the

numerator of which is the total Rentable Square Footage of the Subleased Premises, as set forth in the Basic Sublease Provisions, and the denominator of which is the total rentable square footage of the Building, which may be expressed as a percentage. For purposes of this Sublease, Sublandlord and Subtenant agree that Subtenant's Proportionate Share as of the Commencement Date is **28.92%**. Sublandlord shall be entitled to estimate the amount of Sublease Total Expenses to be paid by Subtenant during each calendar year of the Term (based, as to Landlord Responsible Items (as defined in the Prime Lease), on Prime Landlord's estimate thereof under the Prime Lease)), whereupon commencing on the Commencement Date, Subtenant shall pay to Sublandlord each month, at the same time each installment of Base Rent is due, an amount equal to one-twelfth (1/12) of the estimated Sublease Total Expenses for such calendar year.

It is the intent of the parties that, in order to achieve efficiency and economies of scale, other than services related to the Specialty Room Designated Equipment (defined below), services for the Subleased Premises, Shared Premises and other portions of the Overall Premises will be paid for and contracted for or provided by Sublandlord and, notwithstanding anything to the contrary contained herein, the costs associated therewith allocated to Subtenant based on either: (i) Subtenant's Proportionate Share; or (ii) a commercially reasonable basis if such service is of the nature that it disproportionately benefits the Subleased Premises. As used herein, the term "**Specialty Room Designated Equipment**" shall mean and include: (x) equipment and improvements if and/or to the extent that, as reasonably determined by the parties, the maintenance, repair and/or replacement thereof requires special training and/or certification (for example, certain structural and other portions of the two (2) concrete-lined vaults which contain linear accelerator ("**LINAC**") equipment and associated imaging equipment (collectively, the "**Specialty Rooms**"), the cooling water system for the LINAC and HVAC system servicing the Specialty Rooms; and (y) a generator which services only the Specialty Rooms. The parties contemplate that the expenses associated with the Specialty Room Designated Equipment and Specialty Rooms would be passed through to Subtenant at a proportional share equal to 100% of such expenses.

On or before March 31st of each calendar year during the Term, Sublandlord shall deliver Subtenant a statement (the "**Reconciliation Statement**") showing the actual amount of such Sublease Total Expenses for the prior calendar year (or portion thereof for the first and last years of the Term) and a reconciliation of the amounts paid by Subtenant during the prior calendar year (or portion thereof for the first and last years of the Term) and the difference between the amount paid by Subtenant and Subtenant's Proportionate Share of the actual Sublease Total Expenses. Together with the Reconciliation Statement, Sublandlord shall provide Subtenant with a copy of the reconciliation statement and related materials provided by Prime Landlord to Sublandlord under the Prime Lease. For a period of sixty (60) days after receipt of such Reconciliation Statement, Subtenant and Subtenant's agents shall have the right to inspect in person Sublandlord's books and records showing the Sublease Total Expenses. In the event that the Reconciliation Statement shows a deficiency (i.e. Subtenant's estimated payments were less than Subtenant's Proportionate Share of actual Sublease Total Expenses), Subtenant shall pay the amount of any such deficiency to Sublandlord within sixty (60) days after receipt of the Reconciliation Statement. In the event of an overpayment by Subtenant (i.e. Subtenant's estimated payments exceeded Subtenant's Proportionate Share of actual Sublease Total Expenses), Subtenant shall receive a credit for the amount of any such overpayment against the next payment of Additional Rent due from Subtenant, or in the event of the last year of Term, a cash payment for the amount of the credit.

(a) "**Sublease Operating Expenses**" shall mean all costs and expenses paid or incurred by Sublandlord for the following items (the "**Sublandlord Responsible Items**") which

the Sublandlord is responsible for maintaining, repairing, and replacing (as provided below) in a first-class manner ("**Sublandlord Responsible Items Costs**"):

Sublandlord Pays For Directly and Contracts For and Passes Through Costs to Subtenant:
All shared and not separately metered utilities, including exterior lighting
All water and sewer charges, except to the extent separately metered to the Subleased Premises
HVAC repairs and HVAC maintenance; filter replacement (other than the HVAC serving the Specialty Rooms)
Water heater maintenance and repairs
Generator repairs and maintenance (other than the generator serving the Specialty Rooms)
Repair, replacement and maintenance of all interior plumbing fixtures
Repair, replacement and maintenance of all interior lighting, light bulbs and electrical fixtures
Repair and maintenance of all electrical panels, transformers, circuit breaker, exterior lighting fixtures
All janitorial – interior and exterior
Disposal of medical waste
Disposal of regular waste
All pest control – interior and exterior
Repair and maintenance of interior and exterior signage
Security alarm and security system maintenance, repair and replacement; any secured locking systems for doors or entryways;
Exterior doors and locks, windows and window panes, repair and maintenance
Gate repair, replacement and maintenance
Fire extinguishers maintenance and replacement
Fire alarm system; fire suppression system and fire sprinkler system repair and maintenance
Lawn maintenance, including shrub and grass fertilization; tree trimming and replacement of trees, grass and shrubs as needed
Irrigation system repair and maintenance
Window cleaning – interior and exterior
All other items of repair, maintenance and replacement associated with the Subleased Premises except for those items which are the exclusive responsibility of the Subtenant under this Sublease or Prime Landlord as set forth in the Prime Lease.

There shall be excluded from Sublandlord Responsible Items Costs the following:

(i) Costs incurred in connection with any major change in the Overall Premises, such as adding or deleting floors;

(ii) depreciation interest and principal payments on mortgages, and other debt costs, if any;

(iii) costs of correcting defects in or inadequacy of the performance of the Sublandlord Responsible Items;

(iv) expenses directly resulting from the gross negligence of the Sublandlord, its agents, servants or employees;

(v) legal fees, space planner's fees, real estate broker's leasing commissions, and advertising expenses incurred in connection with the future leasing of the Overall Premises;

(vi) costs for which Sublandlord is reimbursed by insurance, its carrier, any tenant's carrier and/or Prime Landlord or its carrier;

(vii) any bad debt loss, rent loss, or reserves for bad debts or rent loss;

(viii) the expenses of extraordinary services provided to other tenants in the Building;

(ix) costs associated with the operation of the business of the entity which constitutes Sublandlord as the same are distinguished from the costs of operation of the Overall Premises, including accounting and legal matters of Sublandlord, costs of defending any lawsuits with any mortgagee (except as the actions of Subtenant may be at issue), costs of selling, syndicating, financing, mortgaging or hypothecating any of Sublandlord's interest in the Overall Premises, costs of any disputes between Sublandlord and its employees (if any) not engaged in operation of the Overall Premises, disputes of Sublandlord with Landlord and/or the manager of the Building, or outside fees paid in connection with disputes with other tenants;

(x) the wages of any employee who does not devote substantially all of his or her time to the Overall Premises or are not allocated accordingly;

(xi) fines, penalties, and interest (except to the extent caused by the actions or inactions of Subtenant);

(xii) amounts paid as rental by Sublandlord under the Prime Lease;

(xiii) any damage or loss resulting from any casualty insured against by owners of similar class medical office buildings in Titusville, Florida, except to the extent of customary deductibles; and

(xiv) reserves for capital improvements.

It is understood and agreed that capital items (those items having a useful life in excess of one year) ("**Capital Items**") will not be included in their entirety the year such costs are incurred, but will be amortized in accordance with generally accepted accounting principles ("**GAAP**") at the time such capital costs are incurred consistently applied over the useful life of the item so capitalized and on a straight-line basis. If capital items which are customarily purchased by landlords of similar class medical office buildings in Titusville, Florida are leased by Sublandlord, rather than purchased, the decision by Sublandlord to lease the item in question shall not serve to increase the Subtenant's proportionate share of Operating Expenses beyond that which would have applied had item in question been purchased. To the extent Sublandlord elects to replace Capital Items and/or services with replacements that are considered an upgrade or enhancement over the items being replaced, then to the extent the replacement or service is an upgrade or enhancement, such additional cost component for the upgrade or enhancement shall be excluded from Operating Expenses and the reimbursement for Capital Items; provided, however, the Landlord shall not be obligated to choose an upgraded or enhanced Capital Item or service, unless such Capital Item or service is required by applicable laws, codes or regulations and/or because a replacement item of the same quality as the initial item is not reasonably available.

Sublandlord and Subtenant agree that Sublandlord and Subtenant shall meet on a periodic basis and at least one time every calendar year to discuss Sublease Operating Expenses and contractor selection for third party vendors who service the Overall Premises for Sublandlord's maintenance, repair and replacement obligations hereunder.

Section 5.4 Late Fees. Any payment of Rent not paid when due shall incur a late charge for reimbursement of Sublandlord's anticipated out-of-pocket expenses due to such failure of two and one-half percent (2.5%) of the amount of such payment ("**Late Charge**"). The provisions of this Section shall not be construed to extend the date for payment of any sums required to be paid by Subtenant under this Sublease or to relieve Subtenant of its obligation to pay all such sums at the time or times herein stipulated, and neither the demand for, nor collection by, Sublandlord of late charges pursuant to this Section shall be construed as a cure of any default in payment by Subtenant. It is agreed that the Late Charge is a fair and reasonable charge under the circumstances and shall not be construed as interest on a debt payment. Any amount due from Subtenant to Sublandlord under this Sublease which is not paid when due (including, without limitation, amounts due as reimbursement to Sublandlord for cost incurred by Sublandlord in performing obligations of Subtenant hereunder upon Subtenant's failure to so perform) shall bear interest at rate of eight percent (8%) per annum from the date when due until the date paid ("**Default Interest**"). In the event any charge imposed hereunder or under any other Section of this Sublease is either stated to be or construed as interest, then no such interest charge shall be calculated at a rate that is higher than the maximum rate which is allowed under the usury laws of Florida, which maximum rate of interest shall be substituted for the rate in excess thereof, if any, computed pursuant to this Sublease.

Section 5.5 Tax on Rent. In the event that Subtenant is not exempt from the payment of tax, Subtenant shall be liable, at its sole cost and expense, for, and Sublandlord shall have no liability in respect of, any sales, use or similar tax with respect to any and all Rent. In the event that Subtenant is not exempt from the payment of tax, Subtenant shall pay to Sublandlord, as Additional Rent, all sales, use or similar tax that is due and payable with respect to any and all Rent together with the payment of such Rent. Without limiting the generality of the foregoing, with each payment of Rent, Subtenant shall pay to Sublandlord an additional amount equal to the applicable Florida sales tax due on such payments.

Section 5.6 No Set-Off. All agreements, covenants and activities to be performed by Subtenant hereunder shall be at Subtenant's expense and without any abatement of Rent except as otherwise provided herein. Except as otherwise provided herein, Subtenant shall not be entitled to any set-off, offset or abatement of any Rent due Sublandlord hereunder.

ARTICLE VI. UTILITIES, ALTERATIONS AND REPAIRS

Section 6.1 Utilities. Subtenant will place in its own name and promptly pay directly to the provider all charges for electricity, water, gas, telephone and internet service, sewer service, and any other utilities furnished to the Subleased Premises, to the extent such services can be separately metered and billed. Subtenant shall pay to Sublandlord any utility costs which are provided by Sublandlord as to the Subleased Premises, including any Shared Premises.

Section 6.2 Alterations. All alterations to the Subleased Premises shall be made with the approval of the Sublandlord, which approval shall not be unreasonably withheld, conditioned or delayed and in accordance with and subject to the provisions of Section 6.2 of the Prime Lease.

Section 6.3 Sublandlord Repairs, Maintenance and Replacements. Sublandlord shall promptly, at its own expense but with the costs set forth in Section 5.3 being part of Sublease Operating Expenses, keep the Sublandlord Responsible Items, in good repair and, if necessary or required, make modifications or replacements thereof; provided, however, Subtenant shall be responsible for all such repairs or replacements arising from its acts, neglect or default.

Section 6.4 Subtenant Repairs, Maintenance and Replacements. From and after the Commencement Date, Subtenant shall at all times at Subtenant's sole cost and expense, keep the Subleased Premises (including all personal property therein, whether or not provided by Sublandlord or Prime Landlord), in good condition and repair, ordinary wear and tear and casualty excepted, except to the extent that Sublandlord or Prime Landlord are required to do so pursuant to Section 6.3 or as otherwise provided in this Sublease or the Prime Lease. In addition, and not limitation of the foregoing, Subtenant shall also make such repairs and replacements to the Subleased Premises and the Building due to the negligence or actions of Subtenant, its agents, employees, invitees, licensees and contractors. If Subtenant refuses or neglects to commence and to complete any repairs promptly and adequately, Sublandlord may, but shall not be required to do so, make and complete said repairs and Subtenant shall pay the cost thereof promptly upon demand. Subtenant shall be responsible for, at its own expense, the following items with respect to the Subleased Premises:

Subtenant Pays For Directly and Contracts For:
All utilities, to the extent they are separately metered for the Subleased Premises
Interior maintenance, repair and replacement of walls, flooring, interior ceilings and ceiling panels, drywall, cabinetry; interior stairwells
Repair, maintenance and repair of all clinical equipment, furniture and all personal property owned by Subtenant
Vending machines (if any)
All telecommunications and equipment, including internet services, including cabling
Repairs and maintenance of Specialty Room Designated Equipment
All other items of repair, maintenance and replacement associated with the Subleased Premises except for those items which are the exclusive responsibility of the Sublandlord or Prime Landlord as set forth in this Sublease or the Prime Lease.

Section 6.5 Use of Common Area and Parking Areas. The "**Common Area**" shall comprise the Shared Space and all public spaces located on the exterior of the Building, including sidewalks, interior drives, parking areas, and green space areas. Sublandlord hereby grants to Subtenant and its subtenants and their respective agents, contractors, employees, invitees and visitors, the exclusive right to use the Common Area in common with other users of the Overall Premises.

Section 6.6 Maintenance Contracts/Maintenance Plan. Sublandlord shall, throughout the Term, obtain, maintain and pay for an HVAC maintenance contract for regular (but no less than quarterly) service and maintenance and shall provide Subtenant with a copy of said agreement. Sublandlord shall also, throughout the Term, obtain, maintain and pay for generator (other than the Generator serving the Specialty Rooms), fire alarm and sprinkler (fire suppression) system maintenance contracts for regular service and maintenance and shall provide Subtenant with a copy of said agreements, the cost or fair market value (if provided by Sublandlord directly) of which maintenance contracts and services shall be Sublease Operating Expenses. All maintenance contracts shall also call for the performance of maintenance that will ensure compliance with any manufacturers' recommended maintenance programs and with the requirements necessary to keep any warranty (if applicable) valid. All such maintenance contracts shall not exceed the Term of this Sublease. Notwithstanding anything to the contrary herein, the HVAC maintenance contract services can be provided by Sublandlord so long as Sublandlord has in-house employees who are qualified to perform routine inspection and maintenance of HVAC systems, and in such case, the maintenance contract will be referred to as a "maintenance plan."

ARTICLE VII. LIENS AND ENCUMBRANCES

Section 7.1 Liens. Subtenant shall keep the Subleased Premises free from any liens, including but not limited to construction liens. If any lien is filed against the Sublandlord's interest in the Subleased Premises for work claimed to have been done for or material claimed to have been furnished to Subtenant, Subtenant shall cause such lien to be discharged or bonded over of record within thirty (30) days after Subtenant received notice of its filing. Further, Subtenant shall not encumber its leasehold interest in the Subleased Premises and/or this Sublease without the prior written consent of Sublandlord.

The interest of Prime Landlord in the Overall Premises and Sublandlord in the Subleased Premises will not be subject in any way to any liens, including any lien rights under Chapter 713, Florida Statutes, for improvements to or other work performed to the Subleased Premises by or on behalf of Subtenant. Subtenant has no power or authority to create any lien or permit any lien to attach to the present estate, reversion, or other interest of Prime Landlord in the Overall Premises and/or Sublandlord in the Subleased Premises. All mechanics, materialmen, contractors, laborers, artisans, suppliers, and other parties contracting with Subtenant, its representatives or contractors with respect to the Subleased Premises are hereby given notice that they must look solely to the Subtenant to secure payment for any labor, services or materials furnished or to be furnished to Subtenant, or to anyone holding any of the Subleased Premises through or under Subtenant during the term of this Sublease. The foregoing provisions are made with express reference to Section 713.10, Florida Statutes. Subtenant shall notify every contractor making improvements to the Subleased Premises that the interest of the Sublandlord in the Subleased Premises shall not be subject to liens for improvements to or other work performed with respect to the Subleased Premises by or on behalf of Subtenant. Nothing contained in this Sublease shall authorize Subtenant to do any act which may create or be the foundation for any lien, mortgage or other encumbrance upon the reservation or other estate of Sublandlord, or of any interest of Sublandlord in the Subleased Premises or any improvements thereof; it is agreed that should Subtenant cause any alterations, changes, additions, improvements or repairs to be made in the Subleased Premises, or cause materials to be furnished or labor to be performed therein, neither Prime Landlord, Sublandlord nor the Subleased Premises shall, under any circumstances, be liable for the payment of any expenses incurred or for the value of any work done or material furnished to the Subleased Premises or any part thereof. All such alterations, changes, additions, improvements, repairs, materials and labor shall be at Subtenant's expense and Subtenant shall be solely and wholly responsible to contractors, laborers and material men furnishing labor and materials to the Subleased Premises, or any part thereof. To the extent required by Florida Statutes Chapter 713, with the understanding that certain governmental property may not be subject to Chapter 713, and prior to commencement of any work on the Subleased Premises for which a Notice of Commencement is required pursuant to Chapter 713, Florida Statutes (or its successor), Subtenant shall record such a notice in the Public Records of the County, identifying Subtenant as the party for whom such work is being performed, summarizing and memorializing the terms of this Article, and requiring the service of copies of all notices, liens or claims of lien upon Sublandlord; and Subtenant shall simultaneously therewith transmit a copy of said notice to Sublandlord. In addition to the foregoing, Sublandlord shall have the right (but not the obligation) to record a notice in the Public Records of the County in accordance with Section 713.10, Florida Statutes (or its successor).

Section 7.2 Lien on Subtenant's Personal Property. Sublandlord hereby waives any and all rights that it may now or hereafter have to any lien and/or security interest in any personal property of Subtenant, including, without limitation, goods, inventory, equipment, fixtures, and all other tangible and intangible personal property owned by Subtenant and all insurance proceeds of or relating to any of the foregoing, and all proceeds therefrom, including, without limitation, Sublandlord's statutory landlord's lien.

ARTICLE VIII. ASSIGNMENT AND SUBLETTING

Section 8.1 Assignment and Subletting Generally. Except as expressly permitted pursuant to Section 8.3 below, Subtenant agrees not to assign, mortgage, encumber or in any manner transfer, in whole or in part, this Sublease or any estate or interest therein, and not to sublet the Subleased Premises or any part or parts thereof or allow anyone to come in with, through or under it without Sublandlord's consent, which consent shall not be unreasonably withheld, conditioned or denied. Any transfer, assignment or subletting in violation of this Section shall be void and shall represent a default under this Sublease. Consent by Sublandlord to one or more assignments of this Sublease or to one or more subletting of the Subleased Premises shall not operate to exhaust/extinguish Sublandlord's rights under this Article VIII. In the event that Subtenant, with or without the previous consent of Sublandlord, does assign or in any manner transfer this Sublease or any estate or interest therein, Subtenant shall in no way be released from any of its obligations under this Sublease. The acceptance of Rent by Sublandlord from any other person shall not be deemed to be a waiver by Sublandlord of any provision hereof.

Section 8.2 Notice. If at any time or from time to time during the Term, as the same may be extended, Subtenant desires to sublet all or any part of the Subleased Premises or to assign this Sublease, Subtenant shall give written notice to Sublandlord and Prime Landlord setting forth the proposed subtenant or assignee, the terms of the proposed subletting and the space so proposed to be sublet or the terms of the proposed assignment, as the case may be, and such other information as may be reasonably requested by Sublandlord and Prime Landlord. Within ten (10) business days after receipt of Subtenant's written request for such assignment or sublet, Sublandlord and Prime Landlord shall notify Subtenant of its approval or disapproval of the same.

Section 8.3 Permitted Transfers. Subtenant shall have the right, without Sublandlord's consent but upon prior written notice to Sublandlord and Prime Landlord, to assign the Sublease or sublet or license all or part of the Subleased Premises (i) to any successor of Subtenant resulting from a merger or consolidation of Subtenant, (ii) to any bona-fide purchaser of all or substantially all of Subtenant's assets, (iii) to any entity controlling, controlled by or under common control with Subtenant, (iv) North Brevard Medical Support, Inc., a Florida not for profit corporation ("**NBMS**"), or any affiliate of NBMS, and (v) to any physician or medical specialist (the "**Permitted Transfer(s)**"). The sale, issuance, or transfer of any voting capital stock of Subtenant (if Subtenant is a non-public corporation) or membership interests in Subtenant (if Subtenant is a limited liability company), which results in a change in the control of Subtenant ("**Change of Control**"), shall be deemed to be a Permitted Transfer so long as (a) the transaction involves all or substantially all of Subtenant's business and assets, and (b) the net worth of the entity or entities liable for the performance of Subtenant's obligations after the transaction is not less than the net worth of Subtenant prior to the transaction.

ARTICLE IX. NON-LIABILITY, INDEMNIFICATION, AND INSURANCE

Section 9.1 Release. All of Subtenant's trade fixtures, specialty equipment, merchandise, inventory and all other personal property in or about the Subleased Premises, the Building or the Common Areas, which is deemed to include the trade fixtures, merchandise, inventory and personal property of others located in or about the Subleased Premises or Common Areas at the invitation, direction or acquiescence (express or implied) of Subtenant (all of which property shall be referred to herein, collectively, as "**Subtenant's Property**"), shall be at all times during the Term at Subtenant's sole risk. Sublandlord shall not be liable to Subtenant or to any other person for, and Subtenant hereby releases Sublandlord from (a) any and all liability for theft or damage to Subtenant's Property, and (b) any and all liability for any injury to Subtenant or its employees, agents, contractors, guests and invitees in or about the Subleased Premises, the

Building or the Common Areas, except to the extent caused by the gross negligence or willful misconduct of Sublandlord, its agents, employees or contractors. Nothing contained in this Section 9.1 shall limit (or be deemed to limit) the waivers contained in Section 9.6 below. In the event of any conflict between the provisions of Section 9.6 below and this Section 9.1, the provisions of Section 9.6 shall prevail. This Section 9.1 shall survive the expiration or earlier termination of this Sublease.

Section 9.2 Indemnification by Subtenant. To the fullest extent permitted under Florida law and subject to the last sentence of this paragraph, Subtenant shall protect, defend, indemnify and hold Sublandlord, its members, managers, officers, directors, agents, employees and contractors harmless from and against any and all claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including reasonable attorneys' fees and expenses at the trial and appellate levels) to the extent (a) arising out of or relating to any act, omission, negligence or willful misconduct of Subtenant and/or its subtenants and/or their respective agents, employees, or contractors ("**Subtenant Parties**") in or about the Subleased Premises, the Building and/or the Common Areas, (b) arising out of or relating to any of Subtenant's Property, or (c) arising out of any other act or occurrence within the Subleased Premises, in all such cases except to the extent caused by the gross negligence or willful misconduct of Sublandlord, its agents, employees contractors, customers or invitees. Nothing contained in this Section 9.2 shall limit (or be deemed to limit) the waivers contained in Section 9.6 below. In the event of any conflict between the provisions of Section 9.6 below and this Section 9.2, the provisions of Section 9.6 shall prevail. This Section 9.2 shall survive the expiration or earlier termination of this Sublease. Notwithstanding the foregoing, nothing in this indemnification clause or elsewhere in this Sublease is intended, nor shall it be construed or interpreted, to alter or waive the entitlement of Subtenant to the protection of sovereign immunity, or to extend or modify Subtenant's liability beyond the limits established by Florida law generally, and, more specifically, Article X, Section 13 of the Florida Constitution, and Section 768.28 Florida Statutes (2025) as from time to time amended and any successor, if applicable.

Section 9.3 Subtenant's Insurance.

(a) During the Term (and any period of early entry or occupancy or holding over by Subtenant, if applicable), Subtenant shall maintain the following types of insurance, in the amounts specified below:

(i) Liability Insurance. Commercial General Liability Insurance (which insurance shall not exclude blanket, contractual liability, broad form property damage, personal injury, or fire damage coverage) covering the Subleased Premises and Subtenant's use thereof against claims for bodily injury or death and property damage, which insurance shall provide coverage on an occurrence basis with a per occurrence limit of not less than $2,000,000 for each policy year, which limits may be satisfied by any combination of primary and excess or umbrella per occurrence policies.

(ii) Property Insurance. Special Form Insurance with named storm coverage (which insurance shall not exclude flood) in the amount of the full replacement cost of Subtenant's Property (including alterations or additions performed by Subtenant pursuant hereto, but excluding those improvements, if any, made by Sublandlord), which insurance shall include an agreed amount endorsement waiving coinsurance limitations.

(iii) Workers' Compensation Insurance. Subtenant shall provide and keep in full force and effect workers' compensation insurance, in a form and with coverage limits not less than as prescribed by the laws of the State of Florida, and employers' liability

insurance in an amount equal to the greater of Two Million Dollars ($2,000,000.00) or the minimum amount required by law.

(iv) Builder's Risk Insurance. Subtenant shall, prior to the commencement of and during any construction work on the Subleased Premises made by Subtenant or its agents, and as often as Subtenant may construct, replace, reconstruct, restore or make a substantial alteration to, any improvement thereon, provide and keep in full force and effect builders' risk insurance in accordance with the requirements of this Section for the full replacement cost of such work.

(b) All insurance required by Subtenant hereunder shall (i) be issued by one or more insurance companies reasonably acceptable to Sublandlord, and (ii) provide that said insurance shall not be materially changed, canceled or permitted to lapse on less than thirty (30) days' prior written notice to Sublandlord. In addition, Subtenant's insurance shall protect Subtenant and Sublandlord as their interests may appear, naming Sublandlord and any mortgagee requested by Sublandlord in writing, as additional insureds under its liability policies and the liability policies of all contractors. Upon Subtenant's receipt of a written request from Sublandlord, Subtenant shall provide Sublandlord with copies of all insurance policies, including all endorsements, evidencing the coverages required hereunder. In the event that Subtenant fails to provide evidence of insurance required to be provided by Subtenant in this Sublease within ten (10) business days following Sublandlord's request thereof, and thirty (30) days prior to the expiration of any such coverage, Sublandlord, in addition to its other rights and remedies, shall be authorized (but not required) to procure such coverage in the amount stated with all costs thereof to be chargeable to Subtenant and payable upon written invoice thereof. The limit of insurance required by this Sublease, or as carried by Subtenant, shall not limit the liability of Subtenant or relieve Subtenant of any obligation thereunder, except to the extent provided for under the waiver of subrogation set forth in Section 9.6 hereof. Any deductibles selected by Subtenant shall be the sole responsibility of Subtenant.

(c) Subtenant shall not do anything in or about the Subleased Premises which will in any way tend to increase the insurance rates or invalidate any insurance policy on the Subleased Premises and/or the Building. If Subtenant installs any electrical equipment that overloads the lines in the Subleased Premises, Subtenant shall at its own expense make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction. Subtenant shall pay as Additional Rent, upon demand of Sublandlord, any such increased premium cost due to Subtenant's use or occupancy of the Subleased Premises. All property kept, stored or maintained within the Subleased Premises by Subtenant shall be at Subtenant's sole risk.

(d) All insurance coverages required by Subtenant or Sublandlord under this Sublease may be provided by self-insurance or through Subtenant's or Sublandlord's captive insurance company, provided the same is sufficient to enable payment of any losses, damages and claims which are Subtenant's or Sublandlord's responsibility under this Sublease (including, without limitation, to the fullest extent permitted by law, those under Section 9.2 above without waiving Subtenant's or Sublandlord's rights to sovereign immunity as provided in Section 768.28, Florida Statutes). On the Commencement Date and thereafter during the Term as reasonably requested by Sublandlord, Subtenant shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance. Failure by Sublandlord to request proof of insurance from Subtenant, and/or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve Subtenant of its liability and obligations under this Sublease.

(e) Cooperation. Each party will reasonably cooperate with the other party in connection with the collection of any insurance proceeds that may be payable in the event of loss

and execute and deliver to the insurers such proof of loss and other documents required for the recovery of any such insurance proceeds.

Section 9.4 Sublandlord's Insurance. During the Term, Sublandlord agrees to maintain the types and amounts of insurance as required by and in accordance with the Prime Lease, the reasonable and customary premiums therefor being reimbursable by Subtenant as an Operating Expense pursuant to Section 5.3 above.

Section 9.5 Waiver of Subrogation. Notwithstanding anything contained in this Sublease to the contrary, Sublandlord and Subtenant hereby waive any rights each may have against the other on account of any loss of or damage to their respective property, the Subleased Premises, its contents, or other portions of the Building or Common Areas arising from any risk which is required to be insured against under this Article IX (and which is actually insured against to the extent a party's coverage is broader or has higher limits than is required under this Sublease). The special form coverage insurance policies maintained by Sublandlord and Subtenant as provided in this Sublease shall include an endorsement containing an express waiver of any rights of subrogation by the insurance company against Sublandlord and Subtenant, as applicable.

ARTICLE X. HOLDING OVER

Section 10.1 Holding Over. It is expressly agreed and understood by both Sublandlord and Subtenant that the failure by Subtenant to surrender possession of the Subleased Premises at the expiration of the Term or sooner termination of this Sublease shall result in substantial damages to Sublandlord and those damages are impossible or impracticable to measure. If Subtenant so remains in possession of the Subleased Premises after the expiration of the Term or sooner termination of this Sublease, then, at Sublandlord's option, and in addition to all other rights and remedies available to Sublandlord, Subtenant shall be deemed to be occupying the Subleased Premises as a month-to-month tenant only and Subtenant shall pay Sublandlord for each day of such holding over a sum equal to one hundred fifty percent (150%) of the Base Rent payable during the preceding Sublease Year prorated for the number of days for such holding over, plus all Additional Rent which Subtenant would have been required to pay hereunder had this Sublease been in effect (the "**Holdover Rent**"). If either Sublandlord or Subtenant desires to terminate said occupancy at the end of any month after the termination of this Sublease, the party so desiring to terminate shall give the other party no less than thirty (30) days written notice to that effect. However, the Sublandlord shall not be required to give any such notice if Subtenant has failed to pay the Holdover Rent in advance when due. The provisions of this Article X shall survive the expiration of the Term or sooner termination of this Sublease.

ARTICLE XI. ADDITIONAL RIGHTS RESERVED

Section 11.1 Reservation of Rights. In addition to any other rights available at law or by contract, Subtenant shall have the following rights:

(a) To install and maintain signage as reasonably approved by Sublandlord;

(b) To hold educational seminars or gatherings to support those impacted by cancer or cancer care.

ARTICLE XII. INSOLVENCY OR BANKRUPTCY

Section 12.1 Bankruptcy. The appointment of a receiver to take possession of all or substantially all of the assets of Subtenant, or an assignment by Subtenant for the benefit of

creditors or any action taken or suffered by Subtenant under any insolvency, bankruptcy, or reorganization act shall constitute a breach of this Sublease by Subtenant. In no event shall this Sublease be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Sublease or any rights or privileges hereunder be an asset of Subtenant under a bankruptcy, insolvency or reorganization proceedings.

ARTICLE XIII. DEFAULT AND REMEDIES

Section 13.1 Default by Subtenant. The happening of any of the following shall be deemed an "**Event of Default**" by Subtenant:

(a) Subtenant's failure to pay any installment or payment of Rent within five (5) business days after written notice from Sublandlord to Subtenant specifying such failure to pay; or

(b) Subtenant's failure to perform any other term, covenant, condition or provision hereof within twenty (20) days after notice or demand therefor is served upon Subtenant by Sublandlord; provided, that if such default is of such a character as to require more than twenty (20) days after the receipt of such notice to cure, then Subtenant shall be permitted such longer period as may be reasonably required to cure such default, so long as Subtenant commences such cure within the initial twenty (20) day period and thereafter proceeds diligently to cure such default (and, in any event the failure is cured no later than one hundred eighty (180) days after the initial notice thereof from Sublandlord to Subtenant, subject to an event of force majeure); or

(c) Subtenant abandons the Subleased Premises without the payment of Rent or permits this Sublease to be taken under any writ of execution.

(d) Subtenant shall cause or permit to occur a default under the Incorporated Provisions which, after notice thereof from Sublandlord, is not cured five (5) days prior to the expiration of any cure period applicable thereto pursuant to the Incorporated Provisions or the Prime Lease, if any.

Section 13.2 Remedies. Upon the occurrence of an Event of Default, Sublandlord, besides any other rights or remedies which Sublandlord may have by law or otherwise, shall have the following remedies, any and all of which rights and remedies Sublandlord may pursue separately or concurrently or in any combination, without any further notice or opportunity to cure (except as specifically provided herein below) or demand whatsoever, and without prejudice to any other remedy which Sublandlord may have for possession of the Subleased Premises or for arrearages in Rent payable by Subtenant and the pursuit of any such remedy or remedies shall not constitute an election of remedies excluding the election of another remedy or other remedies, or a forfeiture or waiver of any Rent payable under this Sublease by Subtenant or of any damages or other sums accruing to Sublandlord by reason of Subtenant's default under this Sublease.

(a) Sublandlord may re-enter the Subleased Premises and cure any Event of Default of Subtenant, and Subtenant shall reimburse Sublandlord as Additional Rent for any costs and expenses which Sublandlord thereby incurs, including, without limitation, reasonable attorneys' fees and costs; and Sublandlord shall not be liable to Subtenant for any loss or damage which Subtenant may sustain by reason of Sublandlord's action, except to the extent caused by the gross negligence or willful misconduct of Sublandlord.

(b) Sublandlord may terminate this Sublease in which event Subtenant shall immediately surrender the Subleased Premises to Sublandlord, and if Subtenant fails to do so, Sublandlord may, without prejudice to any other remedy which it may have for possession or arrearages in Rent, enter upon the Subleased Premises and take possession of the Subleased

Premises, expel or remove Subtenant and any other person who may be occupying the Subleased Premises or any part thereof; and Subtenant agrees to pay to Sublandlord on demand the amount of any rentals due and payable hereunder up to and including the date that Sublandlord obtains possession of the Subleased Premises..

(c) Sublandlord may enter upon the Subleased Premises and take possession of the Subleased Premises, without terminating this Sublease, and expel or remove Subtenant and any other person who may be occupying the Subleased Premises or any part thereof, relet the Subleased Premises or any part thereof on such terms and conditions as Sublandlord shall in its sole discretion deem advisable and receive the rent therefor; and Subtenant agrees to pay to Sublandlord on demand any deficiency that may arise by reason of such reletting and all costs and reasonable expenses incurred by Sublandlord in taking possession of the Subleased Premises and reletting the Subleased Premises. The proceeds of such reletting shall be applied: first, to the payment of any indebtedness of Subtenant to Sublandlord other than Rent due hereunder; second, to the payment of any and all costs and reasonable expenses incurred by Sublandlord in taking possession of the Subleased Premises and reletting the Subleased Premises; third, to the payment of Rent due and unpaid hereunder; and the residue, if any, shall be held by Sublandlord and applied in payment of future Rent as the same may become due and payable hereunder.

(d) Sublandlord may declare all Rent due or to become due under this Sublease (discounted to present value at the lesser of: (i) six percent (6%); or (ii) the discount rate announced by the Federal Reserve Bank of New York as of the date Sublandlord makes such declaration) to be immediately due and payable.

Section 13.3 General Damages Upon Default. In the event of any uncured Event of Default by Subtenant which is followed by an eviction action and termination of this Sublease, Subtenant shall also be liable for and shall pay to Sublandlord at the address specified for notice to Sublandlord herein, in addition to any sum provided to be paid herein or under applicable Laws, brokers' fees incurred by Sublandlord in connection with any re-letting the whole or any part of the Subleased Premises, the reasonable and customary costs of: removing and storing Subtenant's or other occupant's property, repairing, altering, remodeling or otherwise putting the Subleased Premises into a condition acceptable to a new tenant or tenants, and all reasonable costs and expenses incurred by Sublandlord in enforcing or defending Sublandlord's rights and/or remedies (including, without limitation, reasonable attorneys' fees and costs). Actions to collect amounts due by Subtenant to Sublandlord may be brought from time to time, on one or more occasions, without the necessity of Sublandlord's waiting until Expiration Date.

Section 13.4 Application of Funds. Any payments received by Sublandlord under any of the provisions of this Sublease during the existence or continuance of any Event of Default by Subtenant shall be applied to Subtenant's obligations in the order that Sublandlord may determine in its sole and absolute discretion (unless otherwise prescribed by applicable Laws).

Section 13.5 Sublandlord’s Default and Subtenant’s Remedies. Sublandlord shall be in default if it fails to perform any term, condition, covenant or obligation required of Sublandlord under this Sublease for a period of twenty (20) days after written notice thereof from Subtenant to Sublandlord; provided, that if such default is of such a character as to require more than twenty (20) days after the receipt of such notice to cure, then Sublandlord shall be permitted such longer period as may be reasonably required to cure such default, so long as Sublandlord commences such cure within the initial twenty (20) day period and thereafter proceeds diligently to cure such default. Upon the occurrence of any such default by Sublandlord and the expiration of the aforesaid cure period or any default by Landlord under the Prime Lease and the expiration of the cure period thereunder, Subtenant may perform such obligations of Sublandlord and deduct the

actual cost of completing such obligations from future Rent or sue for injunctive relief or to recover Subtenant's actual, out-of-pocket damages for any loss resulting from the breach. Notwithstanding the foregoing (except in the event of an emergency, in which case no second notice is required of any party), before exercising self-help, Subtenant must give Sublandlord a second notice (after the expiration of the cure period) before exercising the aforesaid self-help right which specifies in bold and capitalized letters **"THIS IS A SECOND NOTICE UNDER SECTION 13.5 OF THE SUBLEASE OF SUBTENANT'S INTENT TO USE SELF-HELP"** and if such breach or default continues for a period of five (5) business days after the second notice thereof, Subtenant may (but is not obligated to) cure such breach on behalf of Sublandlord or Sublandlord, as applicable.

Section 13.6 Remedies Cumulative. No right or remedy herein conferred upon or reserved to Sublandlord or Subtenant is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute. With respect to any remedy exercised by a party, such party shall have an affirmative obligation to use commercially reasonable efforts to mitigate its damages hereunder.

ARTICLE XIV.CASUALTY AND EMINENT DOMAIN

Section 14.1 Casualty. Subtenant shall within a reasonable period of time notify Sublandlord of any damage to the Subleased Premises by fire or other casualty. Sublandlord shall promptly provide Subtenant with copies of any notices it delivers or receives with respect to a fire or other casualty and the repair of the Building and Sublandlord's Property as a result thereof. This Sublease shall terminate if the Prime Lease is terminated as a result of a fire or other casualty. In the event that the Prime Lease is not terminated, Sublandlord agrees promptly to restore and repair the Overall Premises and Tenant's Property (as defined in the Prime Lease); provided, however, Sublandlord's obligation hereunder with respect to the Subleased Premises shall be limited to the reconstruction of such of the leasehold improvements to substantially their condition as of the Commencement Date. Rent shall proportionately abate during the time that the Subleased Premises or part thereof are unusable because of any such damage. Notwithstanding the foregoing, (a) if the Subleased Premises are so destroyed that they cannot be repaired or rebuilt within two hundred seventy (270) days from the casualty date; or (b) Subtenant's Property is destroyed by a casualty that is not covered by the insurance required hereunder or, if covered, such insurance proceeds are not released by any lender entitled thereto or are insufficient to rebuild/replace Subtenant's Property, then Subtenant may, upon thirty (30) days' written notice to Sublandlord, terminate this Sublease with respect to matters thereafter accruing. Subtenant may, at its option, terminate this Sublease if the Subleased Premises and/or Subtenant's Property are substantially damaged or destroyed by a casualty that occurs during the last two (2) years of the Term. In no event shall Sublandlord be required to repair or replace any of Subtenant's Property, Subtenant being solely responsible for the same.

Section 14.2 Eminent Domain. Sublandlord shall within a reasonable period of time notify Subtenant if all or any portion of the Overall Property is taken or threatened to be taken by eminent domain. Sublandlord shall promptly provide Subtenant with copies of any notices it delivers or receives with respect to an action for eminent domain and the termination of the Prime Lease as a result thereof. This Sublease shall terminate if the Prime Lease is terminated as a result of an action for eminent domain. All damages awarded shall belong to Landlord or Sublandlord as provided in the Prime Lease; provided, however, that neither Landlord nor Sublandlord shall be entitled to any award or compensation paid or payable to Subtenant for its moving expenses or for Subtenant's Property that may be taken in any such proceeding and Subtenant shall be entitled to pursue its own action for eminent domain for any other such award that is available to a tenant under a commercial lease under Florida law; provided, however, that

the same shall not diminish Landlord's or Sublandlord's allocated share of the award pursuant to the terms hereof.

ARTICLE XV. SURRENDER OF PREMISES

Section 15.1 Surrender. At the end of the Term or sooner termination of this Sublease, Subtenant will peaceably deliver to the Sublandlord possession of the Subleased Premises, together with all improvements or additions upon or belonging to the same, by whomsoever made, in the same condition as received, or first installed, ordinary wear and tear and damage by fire, earthquake, act of God or the elements alone excepted.

ARTICLE XVI.WAIVER

Section 16.1 Waiver. Waiver by Sublandlord or Subtenant of any term, covenant, requirement, or condition herein contained shall not be deemed to be a permanent or continuing waiver thereof, nor as a waiver of any other term, covenant, condition, or requirement of this Sublease, and acceptance of Rent hereunder by Sublandlord or payment of Rent hereunder by Subtenant shall not be deemed to be a waiver of any breach by the other party of any term, covenant, requirement, or condition or any subsequent breach of the same or any other term, requirement, covenant or condition herein contained.

ARTICLE XVII. NOTICES AND SUBORDINATION

Section 17.1 Notices. Any notice required or permitted to be given under this Sublease or by law shall be deemed to have been given if it is written and delivered in person or by overnight courier or mailed by certified mail, postage prepaid, to the party who is to receive such notice at the addresses specified in Section 1.1. If sent by overnight courier, the notice shall be deemed to have been received one (1) business day after sending. If mailed, the notice shall be deemed to have been received on the date that is three (3) business days following mailing. Either party may change its address by giving written notice thereof to the other party. Notices provided by counsel for either party shall be effective hereunder.

Section 17.2 Subordination. This Sublease shall be subject and subordinate to the Prime Lease and all mortgages, deeds of trust, ground leases and security agreements now or hereafter encumbering the Overall Premises.

Section 17.3 Estoppels. Each party agrees to execute and deliver to the other, within ten (10) business days after request therefor by the other party, a statement, in writing, certifying to the requesting party and/or any other party designated by the requesting party, that: (a) this Sublease is in full force and effect; (b) the Commencement Date; (c) the Rent Commencement Date, (d) that Rent is paid currently without any offset or defense thereto, (e) the amount of Rent, if any, paid in advance; (f) that there are no known uncured defaults by Landlord under the Prime Lease and/or , Sublandlord or Subtenant under this Sublease, or stating those known and claimed, provided that, in fact, such facts are accurate and ascertainable; and (g) any other information reasonably requested by the requesting party.

ARTICLE XVIII. INTENTIONALLY DELETED

ARTICLE XIX. MISCELLANEOUS PROVISIONS

Section 19.1 Governing Law; Venue. This Sublease shall be governed by the laws of the State of Florida. Venue for any action under this Sublease shall lie in the appropriate state court located in Brevard County, Florida.

Section 19.2 Complete Agreement. If any provision of this Sublease shall be held to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect. This Sublease represents the entire agreement between Sublandlord and Subtenant covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties. No change or addition shall be made to this Sublease except by a written agreement executed by Sublandlord and Subtenant.

Section 19.3 Time of Essence. Time is of the essence in the performance of this Sublease by Sublandlord and Subtenant.

Section 19.4 Quiet Enjoyment. Upon Subtenant's paying Rent and all other charges due hereunder, and observing and performing all terms, covenants, conditions and provisions on its part to be observed and performed, Subtenant may peaceably and quietly enjoy the Subleased Premises.

Section 19.5 Interpretation. The captions or headings to the various articles and sections hereof are inserted only as a matter of convenience and for reference, and in no way define, limit, construe or describe the scope hereof or the intent of any provision hereof. When applicable, use of the singular form of any word shall also mean and apply to the plural, and the neuter form shall mean and apply to the masculine or feminine. Sublandlord and Subtenant hereby acknowledge and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of this Sublease, or any portions hereof, or any amendments hereto. This Sublease shall not be recorded. All Exhibits referenced in this Sublease are attached hereto and incorporated herein by reference.

Section 19.6 Successors and Assigns. Except as herein limited, this Sublease shall be binding upon and inure to the benefit of the parties, and their respective legal representatives, successors and assigns.

Section 19.7 Authority. The parties represent and warrant to each other that: (i) the person executing this Sublease on their behalf has been authorized to execute and deliver this Sublease by the entity for which he or she is signing; and (ii) this Sublease is the valid and binding agreement of such entity, enforceable in accordance with its terms.

Section 19.8 Counterparts; Electronic Signatures. This Sublease may be executed in separate counterparts, each of which when so executed shall be an original, but all of which together shall constitute but one and the same instrument. All prior representations, undertakings, and agreements by or between the parties hereto with respect to the subject matter of this Sublease are merged into, and expressed in, this Sublease, and any and all prior representations, undertakings, and agreements by and between such parties with respect thereto hereby are canceled. Electronic signatures (including PDF signature) on this Sublease and any amendment thereto shall be considered original signatures for all purposes.

Section 19.9 Force Majeure. Notwithstanding anything to the contrary set forth herein, if Sublandlord is delayed in, or prevented from observing or performing any of its obligations hereunder as the result of: (i) an act or omission of Subtenant; or (ii) any other cause that is not within the control of Sublandlord (including, without limitation, inclement weather, the unavailability of materials, equipment, services or labor, and utility or energy shortages or acts or omissions of public utility providers, pandemics, or government mandates); then: (i) such observation or performance shall be excused for the period of the delay; and (ii) any deadlines for observation or performance shall be extended for the same period. Notwithstanding anything to the contrary set forth herein, if Subtenant is delayed in, or prevented from observing or

performing any of its obligations hereunder, with the exception of financial obligations, as the result of: (i) an act or omission of Prime Landlord or Sublandlord; or (ii) any other cause that is not within the control of Subtenant (including, without limitation, inclement weather, the unavailability of materials, equipment, services or labor, and utility or energy shortages or acts or omissions of public utility providers, pandemics, or government mandates); then: (i) such observation or performance shall be excused for the period of the delay; and (ii) any deadlines for observation or performance shall be extended for the same period.

Section 19.10 Signage. The parties acknowledge that Subtenant shall have the right to identifying signage on the Subleased Premises as mutually agreed to by Sublandlord and Subtenant, all subject to applicable governmental laws and requirements. Subtenant shall be responsible for maintaining its signage on the Subleased Premises.

Section 19.11 Attorney's Fees. If there is any legal action or proceeding between Sublandlord and Subtenant arising from or based on this Sublease, the unsuccessful party to such action or proceeding shall pay to the prevailing party, all costs and expenses, including reasonable attorneys' fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in conjunction therewith. For purposes of this Section 19.11, the term "**prevailing party**" shall include, but not be limited to, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, settlement or judgment.

Section 19.12 Security. Subtenant acknowledges that Sublandlord shall not be providing building security under this Sublease. If Subtenant elects to install a security alarm system, Subtenant shall pay for the costs to install, use and maintain such security alarm system in the Subleased Premises. Subtenant shall also be responsible for unlocking and locking its Subleased Premises. Provided Subtenant is not in default under this Sublease, Subtenant shall have access to the Subleased Premises on a 24-hour basis.

Section 19.13 Real Estate Brokers. The parties each represent and warrant to each other that it has not dealt with any real estate broker in connection with this Sublease. Each party agrees to indemnify and hold the other party harmless against and from all liabilities, claims, losses, costs, damages and expenses, including attorneys' fees, arising out of, resulting from, or in connection with the breach of the foregoing covenant, warranty and representation.

Section 19.14 RADON NOTICE. 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 DEPARTMENT.

Section 19.15 Regulatory Matters.

(a) Sublandlord and Subtenant enter into this Sublease with the intent of conducting their relationship and implementing the agreements contained herein in full compliance with applicable federal, state and local law, including without limitation, the Medicare/Medicaid Anti-Kickback statute (the "**Anti-Kickback Law**") and Section 1877 of the Social Security Act (the "**Stark Law**"), as amended. Notwithstanding any unanticipated effect of any of the provisions of this Sublease, neither party will intentionally conduct itself under the terms of this Sublease in a manner that would constitute a violation of the Anti-Kickback Law or the Stark Law. Without limiting the generality of the foregoing, Sublandlord and Subtenant expressly agree that nothing

contained in this Sublease shall require either party to refer any patients to the other, or to any affiliate or subsidiary of the other. No payment is based upon or measured by the value or volume of referrals or other business generated between the parties. The parties hereby agree that the Rent set forth herein is consistent with fair market value rentals in the surrounding area. The Rent has been determined as a result of arm's length negotiations, and has not been determined in any manner that takes into account the volume or value of any referrals or business generated for which payment may be made under Medicare, Medicaid or otherwise.

(b) If any legislation, regulation or government policy is passed or adopted, the effect of which would cause either party to be in violation of any laws, including, without limitation, those set forth in this Section, due to the existence of any provision of this Sublease, or if, regardless of whether any law has changed, it is determined that any provision of this Sublease causes either party to be in violation of any such law, then Sublandlord and Subtenant agree to negotiate in good faith for a period of ninety (90) days to modify the terms of this Sublease to comply with applicable law, maintaining, however, the terms and intent of this Sublease to the greatest extent possible within the requirements of such law. Should the parties hereto fail to agree upon modified terms to this Sublease within this time, then the parties shall submit the matter to be resolved through binding arbitration, with a single arbitrator (the "**Arbitrator**") presiding. The arbitration shall be administered by the American Arbitration Association ("**AAA**") and shall be held in Brevard County, Florida. Such Arbitrator must be "neutral." A "**neutral**" arbitrator shall be a person who would not be subject to disqualification under Rule R 17 of the AAA Commercial Rules. If the parties cannot reach agreement on the selection of a single arbitrator within a twenty (20) day period, the AAA shall have the right to make such selection upon the request of any party to the arbitration proceeding. Such arbitrator shall be a Florida licensed attorney board certified in Health Law. The rules of arbitration shall be the Commercial Arbitration Rules of the AAA, as modified by any other instructions that the parties hereto may agree upon at the time, provided that the discovery rules under the Florida Rules of Civil Procedure shall govern discovery in the arbitration. To the extent legally permissible, the Arbitrator shall provide Sublandlord and Subtenant with language that modifies the terms of this Sublease to comply with applicable law, maintaining, however, the terms and intent of this Sublease to the greatest extent possible within the requirements of such law and Sublandlord and Subtenant shall, within ten (10) business days after receiving such language, enter into an amendment of this Sublease adopting such modification. The decision of the Arbitrator shall be final and binding upon the parties. The cost of the Arbitrator will be split equally between Sublandlord and Subtenant.

(c) Sublandlord acknowledges and agrees that Subtenant's Permitted Use at the Subleased Premises may be subject to various laws and regulations and require various permits or licenses from different governmental authorities, and Sublandlord agrees to reasonably cooperate with Subtenant, at no cost to Sublandlord, in connection with any such compliance.

(d) Sublandlord acknowledges that Subtenant is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 and related regulations ("**HIPAA**"), and that HIPAA requires Subtenant to ensure the safety and confidentiality of patient medical records. Sublandlord further acknowledges that, in order for Subtenant to comply with HIPAA, Subtenant must restrict access to the portions of the Subleased Premises where patient medical records are kept or stored. Sublandlord hereby agrees that, notwithstanding the rights granted to Sublandlord pursuant to Section 9 of **Exhibit D** of this Sublease, except for an emergency entry into the Subleased Premises taken pursuant to Section 9 of **Exhibit D** to this Sublease or when accompanied by an authorized representative of Subtenant, neither Sublandlord nor its employees, agents, representatives or contractors shall be permitted to enter those areas of the Subleased Premises designated by Subtenant as locations where patient medical records are kept or stored.

Section 19.16 Limitation on Special Damages. In no event shall either party be liable to the other party for consequential, punitive or special damages of any kind.

Section 19.17 Memorandum of Sublease. Upon the execution of the Sublease the parties agree to execute a Memorandum of Sublease in the form attached hereto as **Exhibit F** (the "**Memorandum of Sublease**"). The Memorandum of Sublease will be promptly recorded in the Public Records of Brevard County, Florida, and Subtenant agrees to pay the cost or recording the Memorandum of Sublease.

Section 19.18 Compliance with Florida Statutes Section 787.06(13). Subtenant represents and warrants to Sublandlord that Subtenant does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. If requested by Sublandlord, Subtenant agrees to have an officer of Sublandlord sign an affidavit in compliance with such statute.

Section 19.19 OFAC. Subtenant represents and warrants that (a) Subtenant, (b) all persons and entities owning (directly or indirectly) an ownership interest in Subtenant, and (c) all entities owned (directly or indirectly) by Subtenant: (i) are not, and shall not become, persons or entities with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; (ii) are not knowingly engaged in, and shall not engage in, any dealings or transactions or be otherwise associated with such persons or entities described in (i) above; and (iii) are not, and shall not be, otherwise in violation, and shall not engage in dealings reasonably likely to violate, any anti-terrorism law or the regulations or orders thereunder. Subtenant agrees upon Sublandlord's request to reaffirm in writing the representation made by Subtenant in this Section. If Subtenant breaches any representation or covenant set forth in this Section, or (a) Subtenant, (b) any person or entity owning (directly or indirectly) an ownership interest in Subtenant, or (c) any entity in which Subtenant (directly or indirectly) owns an ownership interest, hereafter becomes a Prohibited Person (as defined in any of the foregoing), then in any such event, if such breach is not promptly cured, same shall constitute an Event of Default under this Sublease, entitling Sublandlord to any and all remedies under this Sublease or at law or in equity (including the right to terminate this Sublease).

Sublandlord represents and warrants that (a) Sublandlord, (b) all persons and entities owning (directly or indirectly) an ownership interest in Sublandlord, and (c) all entities owned (directly or indirectly) by Sublandlord: (i) are not, and shall not become, persons or entities with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; (ii) are not knowingly engaged in, and shall not engage in, any dealings or transactions or be otherwise associated with such persons or entities described in (i) above; and (iii) are not, and shall not be, otherwise in violation, and shall not engage in dealings reasonably likely to violate, any anti-terrorism law or the regulations or orders thereunder. Sublandlord agrees upon Subtenant's request to reaffirm in writing the representation made by Sublandlord in this Section. If Sublandlord breaches any representation or covenant set forth in this Section, or (a) Sublandlord, (b) any person or entity owning (directly or indirectly) an ownership interest in Sublandlord, or (c) any entity in which Sublandlord (directly or indirectly) owns an ownership interest, hereafter becomes a Prohibited Person (as defined in any of the foregoing), then in any such event, if such breach is not promptly cured, same shall constitute an

Event of Default under this Sublease, entitling Subtenant to any and all remedies under this Sublease or at law or in equity (including the right to terminate this Sublease).

Section 19.20 Sublandlord Transfer. Upon a transfer of title to the Subleased Premises, the transferor shall be relieved of all covenants and obligations of Sublandlord hereunder arising from and after the date of such transfer, and Subtenant shall look solely to the successor in interest of the transferor as Sublandlord hereunder which arise on and after the date of such transfer. Subtenant agrees to attorn to the transferee or assignee, such attornment to be self-operative.

Section 19.21 Limitation of Liability. In no event shall Sublandlord be liable to Subtenant for any failure of other tenants in the Overall Premises to operate their businesses, or for any loss or damage that may be caused by the acts or omissions of other tenants; provided, however, that the foregoing shall not release Sublandlord from its obligations and/or liabilities under this Sublease.. Notwithstanding anything to the contrary contained herein, neither Sublandlord, nor any member or general or limited partner in or of Sublandlord, whether direct or indirect, nor any direct or indirect partners in such partners, nor any disclosed or undisclosed officers, shareholders, principals, directors, managers, managing members, members, employees, partners, servants, or agents of Sublandlord, or any of the foregoing, nor any investment adviser or other holder of any equity interest in Sublandlord, their successors, assigns, agents, or any mortgagee in possession (collectively, "**Sublandlord Parties**") shall have any personal liability with respect to any provisions of this Sublease and, if Sublandlord is in breach with respect to its obligations, and if as a consequence of such breach Subtenant shall recover a money judgment against Sublandlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Sublandlord in the Subleased Premises and out of rents or other income from such property receivable by Sublandlord, or out of the consideration received by Sublandlord from the sale or other disposition of all or any part of Sublandlord's right, title and interest in the Subleased Premises. In no event shall Sublandlord or any Sublandlord Parties be liable to Subtenant for any lost profit, damage to or loss of business or any form of special, indirect, punitive or consequential damages.

Section 19.22 Permitted Title Exceptions. Subtenant understands and agrees that, notwithstanding anything to the contrary contained in this Sublease, the Subleased Premises are subject to the permitted title exceptions set forth in **Exhibit F** attached hereto and incorporated herein (the "**Permitted Title Exceptions**"). Subtenant agrees to abide by the terms, provisions, covenants, agreements, restrictions, requirements and conditions contained Permitted Title Exceptions.

Section 19.23 No Partnership. Nothing contained herein shall create any relationship between the parties hereto other than that of Sublandlord and Subtenant, and Sublandlord shall not be deemed to be a partner or a joint venturer of Subtenant in the conduct of its business.

Section 19.24 Miscellaneous.

(a) Sublandlord and Subtenant each acknowledge that each has been represented by independent counsel and each has executed this Sublease after being fully advised by said counsel as to its effect and significance.

(b) Although the printed provisions of this Sublease were drafted by Sublandlord and Subtenant, the parties hereto agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of either Sublandlord or Subtenant.

(c) The parties agree that any deletion of language from this Sublease prior to its mutual execution by Sublandlord and Subtenant shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, observe or opposite of the deleted language.

(d) Notwithstanding anything to the contrary contained in this Sublease: (i) all indemnity and defense obligations, obligations to pay money (including, without limitation, Rent), and audit or review rights; and (ii) all provisions of this Sublease which from their sense and context are intended to survive the expiration of the Term or sooner termination of this Sublease shall survive such expiration or sooner termination (including, without limitation, any repossession and/or re-letting of the Subleased Premises) and continue to be binding upon the applicable party, whether or not so expressed.

(e) The recitals to this Sublease are true and correct, and are incorporated herein by this reference.

(f) The exhibits (*i.e.*, exhibits, attachments and schedules) referred to in, and attached to, this Sublease are hereby incorporated in full by reference.

(g) The use of headings, captions and numbers in this Sublease is solely for the convenience of identifying and indexing the various paragraphs and shall in no event be considered in construing or interpreting any provision in this Sublease.

(h) Any reference in this Sublease to a "business day" shall include each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which national banks in Brevard County, Florida are closed.

(i) All references to "dollars" or "$" shall mean United States dollars. All references to the "terms" of this Sublease or a portion thereof shall be deemed to be a reference to the terms, provisions, covenants, agreements, restrictions, requirements and conditions thereof.

(j) Notwithstanding the fact that certain references elsewhere in this Sublease to acts required to be performed by a party hereunder omit to state that such acts shall be performed at such party's sole cost and expense, each and every act to be performed or obligation to be fulfilled by a party pursuant to this Sublease shall be performed or fulfilled at such party's sole cost and expense, unless this Sublease expressly provides otherwise.

Section 19.25 Accord and Satisfaction. Payment by any party, or receipt or acceptance by a receiving party, of any payment due hereunder in an amount less than the amount required to be paid hereunder shall not be deemed an accord and satisfaction, or a waiver by the receiving party of its right to receive and recover the full amount of such payment due hereunder, notwithstanding any statement to the contrary on any check or payment or on any letter accompanying such check or payment. The receiving party may accept such check or payment without prejudice to the receiving party's right to recover the balance of such payment due hereunder or to pursue any other legal or equitable remedy provided in this Sublease.

Section 19.26 No Third-Party Beneficiaries. Nothing in this Sublease is intended or shall be deemed to confer any rights or benefits upon any person or entity other than the parties hereto or to make or render any such other person or entity a third-party beneficiary of this Sublease.

Section 19.27 Prime Landlord's Consent. Sublandlord and Subtenant acknowledge that this Sublease is subject to receipt by the parties hereto of the written approval of and consent by the Prime Landlord to this Sublease substantially in the form attached hereto as **Exhibit G**.

[Signatures follow next.]

IN WITNESS WHEREOF, the parties have executed this Sublease effective as of the Effective Date.

SUBLANDLORD:

NORTH BREVARD COUNTY HOSPITAL DISTRICT, d/b/a PARRISH MEDICAL CENTER, a political subdivision of the State of Florida

By: _____
George Mikitarian, President/CEO

Dated: August 8, 2025

SUBTENANT:

PARRISH RADIATION ONCOLOGY, LLC, a Florida limited liability company

By: _____
Christopher McAlpine, President

Dated: August 8, 2025

EXHIBIT A

LEGAL DESCRIPTION OF THE OVERALL PREMISES

PARCEL 1:

The West 260 feet of the East 280 feet of the Southeast 1/4, lying South of U.S. Highway No. 1 and North of the Plat of E.H. RICES ADDITION TO TITUSVILLE, recorded in Plat Book 1, Page 6, Section 33, Township 21 South, Range 35 East, Brevard County, Florida. LESS AND EXCEPT the South 215 feet.

AND

The South 215 feet of the North 334.58 feet of the West 260 feet of the East 280 feet of the Southeast 1/4 of the Southeast 1/4 of Section 33, Township 21 South, Range 35 East, Brevard County, Florida.

AND

PARCEL 2:

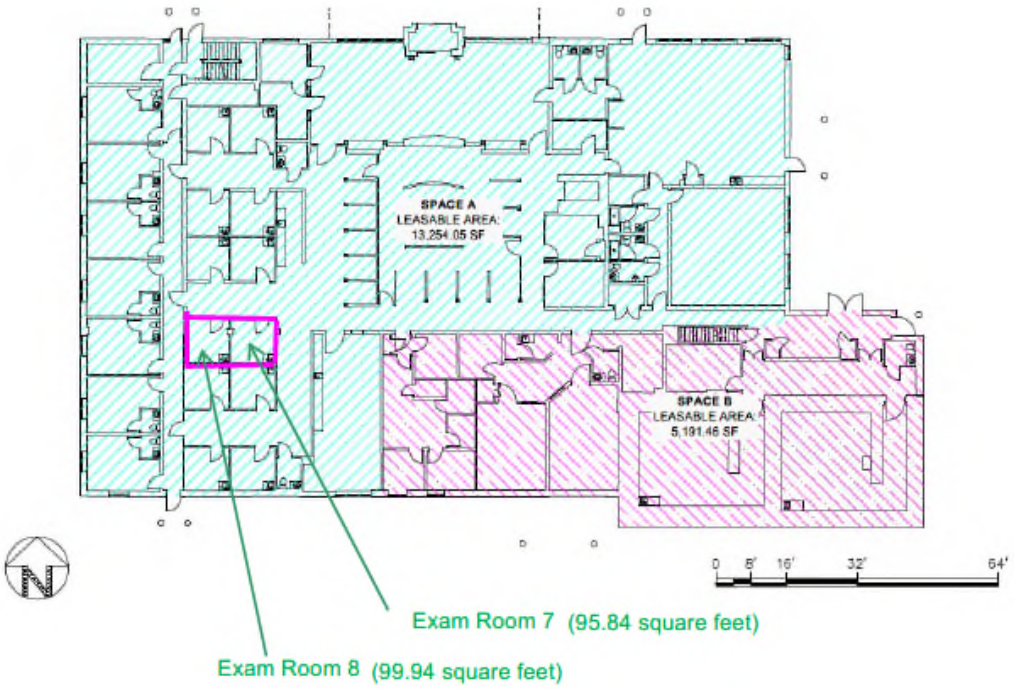
Lots 13 and 14, Block 1, BRYAN-HELLER ESTATES, according to the plat thereof, as recorded in Plat Book 10, Page 89, of the Public Records of Brevard County, Florida.

EXHIBIT B

DIAGRAM OF THE SUBLEASED PREMISES

490 N. Washington Avenue, Titusville, Florida 32797, portions of first and second floors containing approximately 5,767.07 square feet of space, as shown as "**Space B**" below, plus Exam Room 7 and Exam Room 8, which contain approximately 195.78 square feet of space, for a total square feet of **5,962.85** of space:

First Floor:



Second Floor:

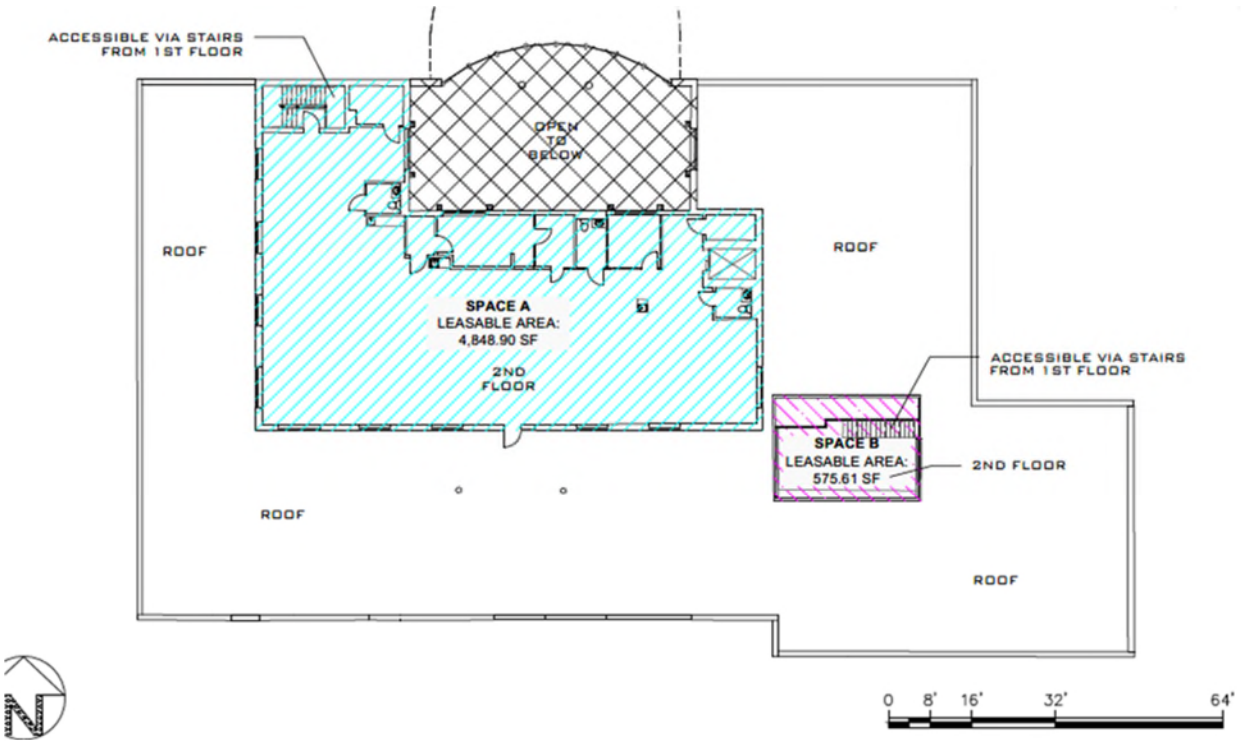
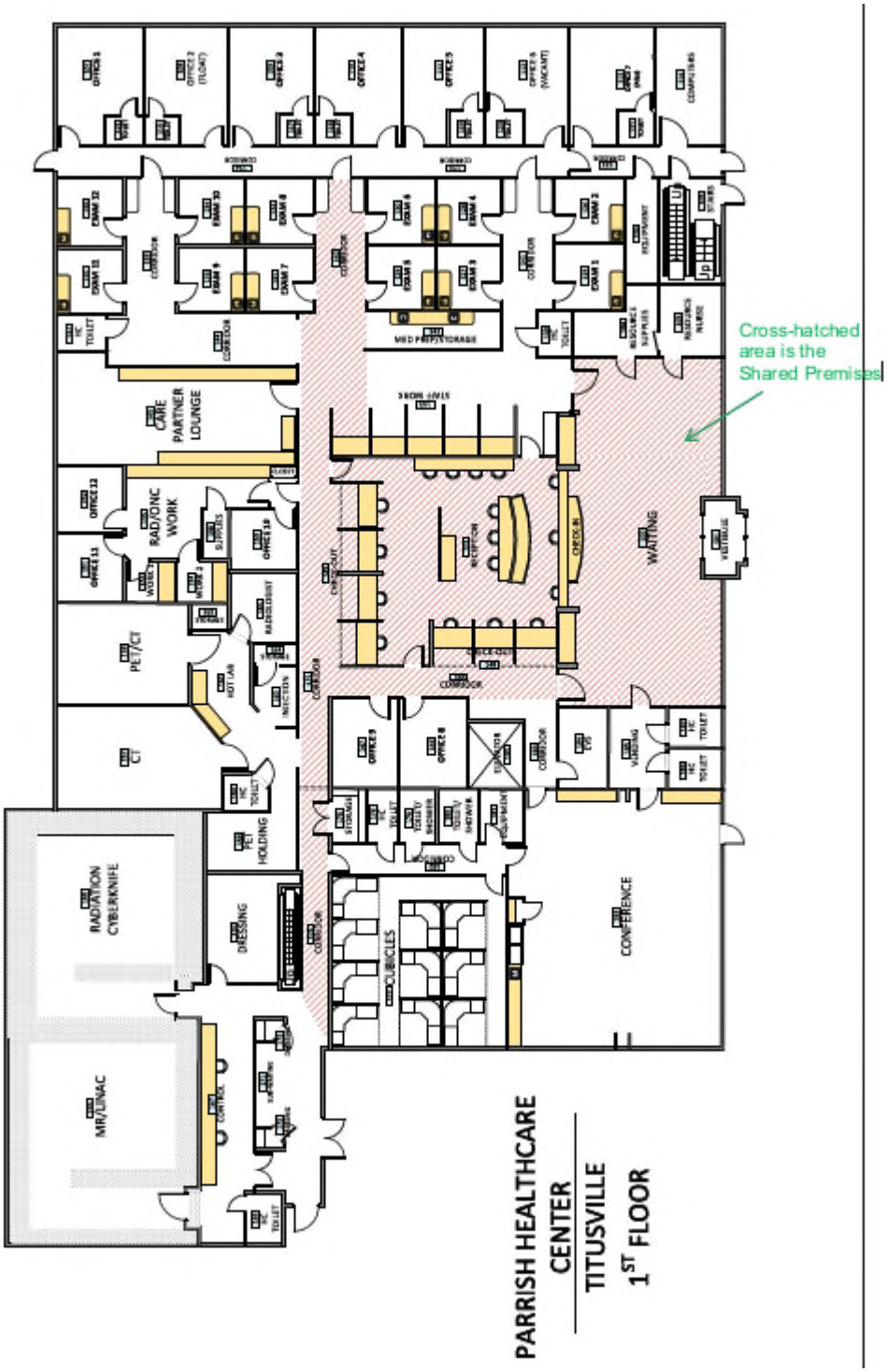


EXHIBIT B-1

DIAGRAM OF THE SHARED PREMISES



Calculation of Square Footage of Shared Premises

Room #	Name	Square Footage
100	Waiting	1,228.94
102	Reception	732.25
140	Corridor	164.00
148	Corridor	129.50
149	Corridor	224.00
175	Corridor	401.31
174	Corridor	198.11
188	Corridor	175.50
Total		**3,253.61**

Calculation of Common Area Factor and Additional Rentable Square Feet

Step 1:
Calculate the Total Useable Square Footage of Space by using the following formula:

Total RSF of the Building minus the square footage of shared space

So:

23,870.02 – 3,253.61 = 20,616.41

Step 2:
Calculate the Common Area Factor for the Building by using the following formula:

Total Rentable Square feet in the Building divided by the total number of Useable Square Feet

So,

23,870.02 divided by 20,616.41 = 1.1578

Step 3:

Calculate the Rentable Square Feet of the Subleased Premises using the following formula:

Total Useable Square Feet x Common Area Factor

So,

5,962.85 x 1.1578 = 6,903.79

Step 4:

Calculate the net gain in Rentable Square Feet in the Subleased Premises by adding in the Common Area Factor square footage:

So,

6,903.79 minus 5,962.85 = **940.94 net gain in Rentable Square Feet**

EXHIBIT C

RENT SCHEDULE

NOTE: The Rent Schedule below is based on a Rent Commencement Date of December 1, 2025. If the actual Rent Commencement Date varies from such date then the Rent Schedule will need to be adjusted accordingly. Provided, however, the end of the Term of the Sublease can be no longer than the end of the Term of the Prime Lease, which is August 31, 2045, subject to renewal options.

Lease Period		Rentable Square Feet	Annual Base Rent Rate	Annual Base Rent Rate Increase	Annual Base Rent	Monthly Base Rent Installment
From:	To:					
12/1/2025	11/30/2026	6,903.79	$65.79		$454,200.36	$37,850.03
12/1/2026	11/30/2027	6,903.79	$67.76	3.00%	$467,800.80	$38,983.40
12/1/2027	11/30/2028	6,903.79	$69.79	3.00%	$481,815.48	$40,151.29
12/1/2028	11/30/2029	6,903.79	$71.88	3.00%	$496,244.40	$41,353.70
12/1/2029	11/30/2030	6,903.79	$74.04	3.00%	$511,156.56	$42,596.38
12/1/2030	11/30/2031	6,903.79	$76.26	3.00%	$526,483.08	$43,873.59
12/1/2031	11/30/2032	6,903.79	$78.55	3.00%	$542,292.72	$45,191.06
12/1/2032	11/30/2033	6,903.79	$80.91	3.00%	$558,585.60	$46,548.80
12/1/2033	11/30/2034	6,903.79	$83.34	3.00%	$575,361.84	$47,946.82
12/1/2034	11/30/2035	6,903.79	$85.84	3.00%	$592,621.32	$49,385.11
12/1/2035	11/30/2036	6,903.79	$88.42	3.00%	$610,433.16	$50,869.43
12/1/2036	11/30/2037	6,903.79	$91.07	3.00%	$628,728.12	$52,394.01
12/1/2037	11/30/2038	6,903.79	$93.80	3.00%	$647,575.56	$53,964.63
12/1/2038	11/30/2039	6,903.79	$96.61	3.00%	$666,975.12	$55,581.26
12/1/2039	11/30/2040	6,903.79	$99.51	3.00%	$686,996.16	$57,249.68
12/1/2040	11/30/2041	6,903.79	$102.50	3.00%	$707,638.44	$58,969.87
12/1/2041	11/30/2042	6,903.79	$105.58	3.00%	$728,902.20	$60,741.85
12/1/2042	11/30/2043	6,903.79	$108.75	3.00%	$750,787.20	$62,565.60
12/1/2043	11/30/2044	6,903.79	$112.01	3.00%	$773,293.56	$64,441.13
12/1/2044	8/31/2045	6,903.79	$115.37	3.00%	$597,367.71	$66,374.19
Total					$12,005,259.39	

EXHIBIT D

RULES AND REGULATIONS

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors, or halls, shall not be obstructed or encumbered by any Subtenant or used for any purpose other than ingress and egress to and from the Subleased Premises.

2. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the Subtenant who, or whose servants, employees, agents, visitors or licensees, shall have caused the same.

3. No bicycle or other vehicle, and no dog or other animal (except ADA permitted service animals) shall be allowed in offices, halls, corridors, or elsewhere in the Building.

4. Subtenant shall not cause or permit unusual or objectionable odor to be produced upon or permeate from the Subleased Premises. Subtenant shall not disturb any occupants of this or neighboring buildings or premises by the use of any musical instruments, radio, television, loudspeaker, or by any disturbing noise in violation of code requirements.

5. All loading, unloading, receiving or delivery of goods, supplies or disposal of garbage or refuse shall be made only through entry ways provided for such purposes and indicated by Sublandlord.

6. Subtenant shall be responsible for any damage to the Building or the property of its tenants or others and injuries sustained by any person whomsoever resulting from the use or moving of articles in or out of the Subleased Premises, and shall make all repairs and improvements required by Sublandlord or governmental authorities in connection with the use or moving of such articles.

7. Canvassing, soliciting, and peddling in the Building is prohibited and each Subtenant shall cooperate to prevent the same.

8. Where the word “Subtenant” occurs, it is understood and agreed that it shall mean Subtenant’s associates, agents, clerks, employees and visitors. Wherever the word “Sublandlord” occurs, it is understood that it shall mean Sublandlord’s assigns, agents, clerks, employees, and visitors.

9. Sublandlord and Prime Landlord shall have the right, upon 48 hours’ notice except in the event of an emergency, when no notice will be required, to enter upon the Subleased Premises during normal business hours for the purpose of inspecting the same, showing the same to prospective purchasers, appraisers, lenders, or tenants, and making such alterations, repairs, improvements, or additions to the Subleased Premises as Sublandlord or Prime Landlord may reasonably deem necessary. All such activities of Sublandlord and Prime Landlord shall be without abatement of Rent or liability to Subtenant, except as otherwise provided in the Sublease.

10. Subtenant shall not permit any person in its employ or otherwise to smoke or use tobacco, marijuana or other similar products in the Building or Common Areas at any time.

EXHIBIT E

FORM OF MEMORANDUM OF SUBLEASE

This instrument prepared by and
return to:
Paul S. Quinn, Jr., Esq.
GrayRobinson, P.A.
301 E. Pine Street, Suite 1400
Orlando, FL 32801

MEMORANDUM OF SUBLEASE

THIS MEMORANDUM OF SUBLEASE (this "**Memorandum**") is made this 8th day of August, 2025 by and between **NORTH BREVARD COUNTY HOSPITAL DISTRICT, d/b/a PARRISH MEDICAL CENTER**, a political subdivision of the State of Florida ("**Sublandlord**"), whose address is: Attention: President, 951 Washington Ave., Titusville, Florida 32796, and **PARRISH RADIATION ONCOLOGY, LLC**, a Florida limited liability company, whose address is 490 N. Washington Avenue, Titusville, Florida 32797 ("**Subtenant**").

RECITALS:

Whereas, Sublandlord and Subtenant entered into that certain Sublease dated August 8, 2025 (the "**Sublease**"). As of the Commencement Date, the Subleased Premises under the Sublease include approximately **6,903.79 rentable square feet** of the Building located at 490 N. Washington Avenue, Titusville, Florida 32797 and certain common areas (the "**Subleased Premises**"), all located on the property more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "**Overall Premises**").

Whereas, Sublandlord has agreed to Sublease the Subleased Premises to Subtenant on the terms and conditions of the Sublease described herein, and the parties hereby desire to place third parties on notice of certain provisions of the Sublease as set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The above Recitals are true and correct and are incorporated herein by reference.

2. Sublease. Sublandlord and Subtenant have entered into the Sublease for the Subleased Premises.

3. Terms. The parties desire to record this Memorandum. All terms with capitalized initials used in this Memorandum and not otherwise defined shall have the meaning ascribed to them in the Sublease.

4. Notice address of Sublandlord. The name and address of the Sublandlord is:

North Brevard County Hospital District, d/b/a Parrish Medical Center
Attention: President
951 Washington Ave.

Titusville, Florida 32796

With a copy to:

GrayRobinson, P.A.
Attention: William A. Boyles, Esq.
301 E. Pine Street, Suite 1400
Orlando, Florida 32801
(b)

5. Notice address of Subtenant. The name and address of the Subtenant is:

Parrish Radiation Oncology, LLC
Attention: Manager
490 N. Washington Avenue
Titusville, Florida 32797

6. Subleased Premises being Leased. Sublandlord is leasing to Subtenant, and Subtenant is leasing from Sublandlord the Subleased Premises.

7. Effective Date. The Effective Date of the Sublease is August 8, 2025.

8. Commencement Date. The commencement date of the Sublease is August 8, 2025 (the "**Commencement Date**").

9. Rent Commencement Date. The "**Rent Commencement Date**" shall be the earlier of (a) December 1, 2025, or (b) the date the Tenant's business on the Subleased Premises opens to the public to see patients.

10. Term. The Term of the Sublease begins on the Commencement Date and ends on August 31, 2045.

11. No Construction Liens. The Sublease provides in Section 7.1:

> Liens. Subtenant shall keep the Subleased Premises free from any liens, including but not limited to construction liens. If any lien is filed against the Sublandlord's interest in the Subleased Premises for work claimed to have been done for or material claimed to have been furnished to Subtenant, Subtenant shall cause such lien to be discharged or bonded over of record within thirty (30) days after Subtenant received notice of its filing. Further, Subtenant shall not encumber its leasehold interest in the Subleased Premises and/or this Sublease without the prior written consent of Sublandlord.
>
> The interest of Sublandlord in the Subleased Premises will not be subject in any way to any liens, including any lien rights under Chapter 713, Florida Statutes, for improvements to or other work performed to the Subleased Premises by or on behalf of Subtenant. Subtenant has no power or authority to create any lien or permit any lien to attach to the present estate, reversion, or other interest of the Sublandlord in the Subleased Premises. All mechanics, materialmen, contractors, laborers, artisans, suppliers, and other parties contracting with Subtenant, its representatives or contractors with respect to the Subleased Premises are hereby given notice that they must look solely to the Subtenant to secure payment for any labor, services or materials furnished or to be furnished to Subtenant, or to

anyone holding any of the Subleased Premises through or under Subtenant during the term of this Sublease. The foregoing provisions are made with express reference to Section 713.10, Florida Statutes. Subtenant shall notify every contractor making improvements to the Subleased Premises that the interest of the Sublandlord in the Subleased Premises shall not be subject to liens for improvements to or other work performed with respect to the Subleased Premises by or on behalf of Subtenant. Nothing contained in this Sublease shall authorize Subtenant to do any act which may create or be the foundation for any lien, mortgage or other encumbrance upon the reservation or other estate of Sublandlord, or of any interest of Sublandlord in the Subleased Premises or any improvements thereof; it is agreed that should Subtenant cause any alterations, changes, additions, improvements or repairs to be made in the Subleased Premises, or cause materials to be furnished or labor to be performed therein, neither Sublandlord nor the Subleased Premises shall, under any circumstances, be liable for the payment of any expenses incurred or for the value of any work done or material furnished to the Subleased Premises or any part thereof. All such alterations, changes, additions, improvements, repairs, materials and labor shall be at Subtenant's expense and Subtenant shall be solely and wholly responsible to contractors, laborers and material men furnishing labor and materials to the Subleased Premises, or any part thereof. To the extent required by Florida Statutes Chapter 713, with the understanding that certain governmental property may not be subject to Chapter 713, and prior to commencement of any work on the Subleased Premises for which a Notice of Commencement is required pursuant to Chapter 713, Florida Statutes (or its successor), Subtenant shall record such a notice in the Public Records of the County, identifying Subtenant as the party for whom such work is being performed, summarizing and memorializing the terms of this Article, and requiring the service of copies of all notices, liens or claims of lien upon Sublandlord; and Subtenant shall simultaneously therewith transmit a copy of said notice to Sublandlord. In addition to the foregoing, Sublandlord shall have the right (but not the obligation) to record a notice in the Public Records of the County in accordance with Section 713.10, Florida Statutes (or its successor).

12. Effect of Memorandum. The purpose of this Memorandum is to give notice of the Sublease and of the rights created thereby, all of which are hereby confirmed. This Memorandum does not set forth the entire Sublease but is only intended to give notice thereof. The provisions set forth in the written Sublease are hereby incorporated by reference into this Memorandum. Nothing contained herein shall be deemed to in any way to amend, modify or supersede the terms of the Sublease, which terms remain in full force and effect. In the event of any conflict between the terms of the Sublease and this Memorandum, the terms of the Sublease shall prevail.

13. Governing Law. The Sublease shall be governed by and construed in accordance with the laws of Florida.

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

[Signature Pages Follow]

IN WITNESS WHEREOF, Sublandlord and Subtenant have duly executed this Memorandum as of the date first set forth above.

SUBLANDLORD:

NORTH BREVARD COUNTY HOSPITAL DISTRICT, d/b/a PARRISH MEDICAL CENTER, a political subdivision of the State of Florida

By: _____
George Mikitarian, President/CEO

STATE OF FLORIDA)
COUNTY OF BREVARD)

On this ___ day of August, 2025, before me by means of (check one box) [X] physical presence or [ ] online notarization the undersigned Notary Public, personally appeared George Mikitarian, the President/CEO of North Brevard County Hospital District, d/b/a Parrish Medical Center, a political subdivision of the State of Florida, who is ☐ personally known to me or ☐ provided _____ as identification, and proved to me on the basis of satisfactory evidence, to be the person whose names is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

_____
Signature of Notary Public

_____
Printed name of Notary

Place Notary Seal and/or Stamp Above

Commission Number: _____
My Commission Expires _____

[SIGNATURE PAGE TO MEMORANDUM OF LEASE]

SUBTENANT:

PARRISH RADIATION ONCOLOGY, LLC, a Florida limited liability company

By: _____
Christopher McAlpine, President

STATE OF FLORIDA)
)
COUNTY OF BREVARD)

On this ___ day of August, 2025, before me by means of (check one box) [X] physical presence or [ ] online notarization the undersigned Notary Public, personally appeared ___Christopher McAlpine___, the President of PARRISH RADIATION ONCOLOGY, LLC, , who is ☐ personally known to me or ☐ provided _____ as identification, and proved to me on the basis of satisfactory evidence, to be the person whose names is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

_____
Signature of Notary Public

_____
Printed name of Notary

Place Notary Seal and/or Stamp Above

Commission Number: _____
My Commission Expires _____

[SIGNATURE PAGE TO MEMORANDUM OF LEASE]

EXHIBIT "A"

LEGAL DESCRIPTION OF THE OVERALL PREMISES

PARCEL 1:

The West 260 feet of the East 280 feet of the Southeast 1/4, lying South of U.S. Highway No. 1 and North of the Plat of E.H. RICES ADDITION TO TITUSVILLE, recorded in Plat Book 1, Page 6, Section 33, Township 21 South, Range 35 East, Brevard County, Florida. LESS AND EXCEPT the South 215 feet.

AND

The South 215 feet of the North 334.58 feet of the West 260 feet of the East 280 feet of the Southeast 1/4 of the Southeast 1/4 of Section 33, Township 21 South, Range 35 East, Brevard County, Florida.

AND

PARCEL 2:

Lots 13 and 14, Block 1, BRYAN-HELLER ESTATES, according to the plat thereof, as recorded in Plat Book 10, Page 89, of the Public Records of Brevard County, Florida.

EXHIBIT F

PERMITTED TITLE EXCEPTIONS

1. Reservation of Road Right of Way in favor of the State of Florida by and through the Trustees of the Internal Improvement Trust Fund as set forth in the Deed recorded September 15, 1943, in Deed Book 262, Page 104, Public Records of Brevard County, Florida.

2. Easement in favor of Florida Power & Light Company recorded November 13, 2007, in Official Records Book 5825, Page 368, Public Records of Brevard County, Florida.

3. Easement for utility installation and maintenance as set forth and reserved in Deed Book 382, Page 65, Public Records of Brevard County, Florida.

4. Matters as shown on that certain ALTA/NSPS Land Title Survey dated September 19, 2024, fieldwork completed on August 23, 2024, prepared by John R. Campbell of John R. Campbell Surveying LLC as Project No. 2024-206 as follows:

<u>As to Parcel 1 only:</u>

(a) Entry pad encroachment along the Northerly boundary of subject property (as to Parcel 1);

(b) asphalt driveway crossing the property line on the north and east boundaries of the Property;

(c) one 18-inch underground reinforced concrete pipe crosses the property line on the southern boundary;

(d) Two FP&L utility boxes encroaching out of the FP&L easement and into the property;

(e) Dumpster pad, two block walls, and two ballards encroaching into FP&L easement;

(f) The following utility and service installations without the benefit of a recorded easement: retention pond, 6 drain inlets, 6’ PVC drain, MES pipe grate and storm inlet wier & skimmer; and

(g) Phone riser, phone service, electrical utility box, back flow meters, sanitary sewer manhole, water valves, force main, fire hydrant and fire direct connect without the benefit of a recorded easement.

<u>As to Parcel 2 only:</u>

(a) Fence located 0.8 feet north of corner at northwestern corner of the property and 1.0 feet north of corner at southwestern corner of the property (ownership of fence unknown);

(b) concrete apron and parking lot crosses property line bordering N. Deleon Avenue; and

(c) Fence and parking lot within 5’ utility easement recorded in Deed Book 382, Page 65.

EXHIBIT G

FORM OF CONSENT OF LANDLORD

CONSENT TO SUBLEASE

THIS CONSENT TO SUBLEASE (the "**Consent**") is made and entered into as of this ____ day of _____, 2025, by and among **SAMSARA PROPERTY, LLC**, a Florida limited liability company ("**Landlord**"); **NORTH BREVARD COUNTY HOSPITAL DISTRICT, d/b/a PARRISH MEDICAL CENTER**, a political subdivision of the State of Florida ("**Tenant**"); and **PARRISH RADIATION ONCOLOGY, LLC**, a Florida limited liability company ("**Subtenant**").

RECITALS:

A. Landlord and Tenant entered into that certain Lease Agreement dated _____, 2025 (the "**Prime Lease**"), pertaining to the premises more particularly described therein (the "**Overall Premises**").

B. Tenant and Subtenant have entered into, or agreed to enter into, that certain Sublease in the form attached hereto as **Exhibit A** and made a part hereof (the "**Sublease**"), providing for the subletting of a portion of the Overall Premises from Tenant to Subtenant, consisting of approximately 5,767.07 total rentable square feet (the "**Subleased Premises**"), located on a portion of the first and second floors of the building located at 490 N. Washington Avenue, Titusville, Florida 32797 (the "**Building**").

C. Landlord has agreed to consent to such subletting, but only upon the terms and conditions outlined hereinbelow.

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

1. Recitals. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein as fully as if set forth herein verbatim.

2. Consent to Sublease. Landlord hereby consents to the subletting by Tenant to Subtenant of the Subleased Premises, but only on the following terms and conditions:

(a) With respect to any event or condition requiring Tenant's consent under the Sublease or Landlord's consent under the Prime Lease, Subtenant shall be obligated to obtain Landlord's prior, written consent to such event or condition as provided by the Prime Lease.

(b) Subtenant shall not be permitted to assign the Sublease or further sublease the Subleased Premises except as provided in the Sublease.

(c) The Sublease shall be subject and subordinate at all times in all respects to all of the covenants, agreements, terms, provisions and conditions of the Prime Lease and of this Consent. Subtenant hereby agrees to comply with all of the provisions of the Prime Lease. Neither Subtenant nor Tenant shall do or permit anything to be done in connection with the Sublease or Subtenant's occupancy of the Subleased Premises which will violate the Prime Lease or this Consent.

(d) No alteration, addition or physical change will be made in or to the Subleased Premises, or any part thereof, without Landlord's prior written consent in each instance, as provided by the Prime Lease.

(e) Any insurance required to be provided by the "Tenant" under the Prime Lease must be likewise provided by Subtenant in accordance with the provisions of the Prime Lease pertaining to insurance.

(f) The Subleased Premises shall not be used for any use or purpose not permitted by the Prime Lease.

(g) The term of the Sublease shall not extend beyond the expiration of the term of the Prime Lease.

(h) Tenant shall not be released in any manner from any of its obligations under the Prime Lease.

(i) Any options provided to Tenant in the Prime Lease shall not be extended to or exercised by Subtenant.

(j) Addresses for notice to Tenant and Subtenant in accordance with the Prime Lease are as follows:

As to Tenant:
North Brevard County Hospital District,
d/b/a Parrish Medical Center
Attention: President
951 Washington Ave.
Titusville, Florida 32796

With a copy to:

GrayRobinson, P.A.
Attention: William A. Boyles, Esq.
301 E. Pine Street, Suite 1400
Orlando, Florida 32801

As to Subtenant:
Parrish Radiation Oncology, LLC
Attention: Manager
490 N. Washington Avenue
Titusville, Florida 32797

Any notice required to be given under the Sublease by Tenant or Subtenant must be copied to Prime Landlord at the following address:

As to Prime Landlord: Samsara Property, LLC
Attention: Phillip Pidgeon
455 ALT 19 South
Palm Harbor, Florida 34683

For property maintenance and repair matters:

E-mail: _____
Emergency phone contact numbers:
_____

(k) Landlord shall have the right, if Tenant defaults under its obligations to Landlord, to collect all rents directly from Subtenant and apply the net amount collected to rent owed, but no action by Landlord to collect rent owed from Subtenant shall be deemed a release by Tenant of its obligation under the Prime Lease, nor shall it create a contractual relationship between Subtenant and Landlord, or give Subtenant any greater estate or right to the Subleased Premises other than provided by the Sublease. In the event that the Sublease is assigned by Tenant to Landlord, Subtenant shall attorn to Landlord as the "Sublandlord" under the Sublease.

(l) In the event of any conflict between the terms of this Consent and the terms of the Sublease, the terms of this Consent shall control. This Consent shall be interpreted and enforced in accordance with the laws of the State of Florida, notwithstanding any conflicts of laws principles to the contrary. This Consent may be executed in any number of separate counterparts by the parties hereto, each of which, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument. Any signature page from any such counterpart may be attached to any other counterpart to complete a fully executed counterpart of this Consent. Signatures to this Consent transmitted in a commonly accepted electronic format that reproduces an image of the actual executed signature page shall be deemed a binding original and shall have the same legal effect, validity, and enforceability as a manually executed counterpart of the document.

[SIGNATURE BLOCKS ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Consent as of the day and year first above written.

LANDLORD:

SAMSARA PROPERTY LLC,
a Florida limited liability company

By: _____
Phillip Pidgeon, Manager

Date: _____, 2025

TENANT:

NORTH BREVARD COUNTY HOSPITAL DISTRICT, d/b/a Parrish Medical Center

By: _____
George Mikitarian, President/CEO

Date: _____, 2025

SUBTENANT:

PARRISH RADIATION ONCOLOGY, LLC,
a Florida limited liability company

By: _____
Christopher McAlpine, President

Date: _____, 2025

EXHIBIT "A"

SUBLEASE

EDUCATION COMMITTEE
Billie Fitzgerald, Chairperson
Maureen Rupe, Vice Chairperson
Robert L. Jordan, Jr., C.M. (ex-officio)
Elizabeth Galfo, M.D., Chairperson
Billy Specht
Herman A. Cole, Jr.
Dan Aton
Stan Retz, CPA
Ashok Shah, M.D.
Aluino Ochoa, M.D.
George Mikitarian, President/CEO (Non-voting)

NORTH BREVARD COUNTY HOSPITAL DISTRICT
OPERATING
PARRISH MEDICAL CENTER
EDUCATIONAL, GOVERNMENTAL AND COMMUNITY RELATIONS COMMITTEE
MONDAY, AUGUST 4, 2025
IMMEDIATELY FOLLOWING EXECUTIVE SESSION
FIRST FLOOR CONFERENCE ROOM 2/3/4/5

CALL TO ORDER

I. Review and Approval of Minutes

Motion to approve the minutes of the May 5, 2025 and June 2, 2025 meetings.

II. 2025 Community Health Needs Assessment – Ms. Sellers

III. Executive Session (if necessary)

ADJOURNMENT

NOTE: IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE EDUCATION COMMITTEE WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, HE/SHE WILL NEED A RECORD OF PROCEEDINGS AND, FOR SUCH PURPOSES, MAY NEED TO ENSURE A VERBATIM RECORD OF THE PROCEEDINGS IS MADE AND THAT THE RECORD INCLUDES TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

PERSONS WITH A DISABILITY WHO NEED A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE ADMINISTRATIVE OFFICES AT 951 NORTH WASHINGTON AVENUE, TITUSVILLE, FLORIDA 32796, AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE MEETING. FOR INFORMATION CALL (321) 268-6110.

THIS NOTICE WILL FURTHER SERVE TO INFORM THE PUBLIC THAT MEMBERS OF THE BOARD OF DIRECTORS OF NORTH BREVARD MEDICAL SUPPORT, INC. MAY BE IN ATTENDANCE AND MAY PARTICIPATE IN DISCUSSIONS OF MATTERS BEFORE THE NORTH BREVARD COUNTY HOSPITAL DISTRICT BOARD OF DIRECTORS EDUCATIONAL, GOVERNMENTAL AND COMMUNITY RELATIONS COMMITTEE. TO THE EXTENT OF SUCH DISCUSSION, A JOINT PUBLIC MEETING OF THE NORTH BREVARD COUNTY HOSPITAL DISTRICT, BOARD OF DIRECTORS EDUCATIONAL, GOVERNMENTAL AND COMMUNITY RELATIONS COMMITTEE AND NORTH BREVARD MEDICAL SUUPORT, INC. SHALL BE CONDUCTED.

NORTH BREVARD COUNTY HOSPITAL DISTRICT
OPERATING
PARRISH MEDICAL CENTER
EDUCATIONAL, GOVERNMENTAL AND COMMUNITY RELATIONS COMMITTEE

A regular meeting of the Educational, Governmental and Community Relations Committee of the North Brevard County Hospital District operating Parrish Medical Center was held on May 5, 2025, at 1:11 p.m. in Conference Room 2/3/4/5, First Floor. The following members were present:

Maureen Rupe, Vice Chairperson
Robert L. Jordan, Jr., C.M.
Stan Retz, CPA
Herman A. Cole, Jr.
Billy Specht
Dan Aton
Ashok, Shah, M.D.
Elizabeth Galfo, M.D.
Aluino Ochoa, M.D.
George Mikitarian (non-voting)

Member(s) Absent:
Billie Fitzgerald, Chairperson (excused)

CALL TO ORDER

Ms. Rupe called the meeting to order at 1:11 p.m.

REVIEW AND APPROVAL OF MINUTES

The following motion was made by Mr. Jordan seconded by Mr. Specht, and approved (9 ayes, 0 nays, 0 abstentions).

ACTION TAKEN: **MOTION APPROVING THE MINUTES OF THE MARCH 3, 2025, EDUCATION COMMITTEE MEETING, AS PRESENTED.**

HCAHPS OVERVIEW

Ms. Dickerson provided a focused overview of HCAHPS and strategies to improve scores. She responded to questions from the committee and members. Copies of the Power Point slides presented by Ms. Dickerson are appended to the file copy of these minutes.

OTHER

No other items were presented for consideration by the committee.

ADJOURNMENT

There being no further business to come before the committee, the Educational, Governmental and Community Relations Committee meeting adjourned at 2:42 p.m.

Maureen Rupe
Vice Chairperson

NORTH BREVARD COUNTY HOSPITAL DISTRICT
OPERATING
PARRISH MEDICAL CENTER
EDUCATIONAL, GOVERNMENTAL AND COMMUNITY RELATIONS COMMITTEE

A regular meeting of the Educational, Governmental and Community Relations Committee of the North Brevard County Hospital District operating Parrish Medical Center was held on June 2, 2025, at 1:31 p.m. in Conference Room 2/3/4/5, First Floor. The following members were present:

Billie Fitzgerald, Chairperson
Maureen Rupe, Vice Chairperson
Robert L. Jordan, Jr., C.M.
Stan Retz, CPA
Herman A. Cole, Jr.
Billy Specht
Dan Aton
Ashok, Shah, M.D. (1:33 p.m.)
Elizabeth Galfo, M.D.
Aluino Ochoa, M.D.
George Mikitarian (non-voting)

Member(s) Absent:
None

CALL TO ORDER

Ms. Fitzgerald called the meeting to order at 1:31 p.m.

REVIEW AND APPROVAL OF MINUTES

The following motion was made by Mr. Specht seconded by Mr. Cole, and approved (9 ayes, 0 nays, 0 abstentions). Dr. Shah was not present at the time the vote was taken.

ACTION TAKEN: **MOTION APPROVING THE MINUTES OF THE APRIL 7, 2025, EDUCATION COMMITTEE MEETING, AS PRESENTED.**

SPACE COAST HEALTH CENTERS PEER SUPPORT PROJECT

Ms. Sellers introduced Stanley Brizz, Executive Director at Brevard Prevention Coalition. Mr. Brizz shared details of the collaboration with Space Coast Health Centers and Brevard Prevention Coalition, resulting in the Peer Support Recovery Project. Mr. Brizz shared a video detailing the outstanding work of these organizations.

OTHER

No other items were presented for consideration by the committee.

ADJOURNMENT

There being no further business to come before the committee, the Educational, Governmental and Community Relations Committee meeting adjourned at 1:43 p.m.

Billie Fitzgerald,
Chairperson

DRAFT AGENDA
BOARD OF DIRECTORS MEETING - REGULAR MEETING
NORTH BREVARD COUNTY HOSPITAL DISTRICT
OPERATING
PARRISH MEDICAL CENTER
AUGUST 4, 2025
NO EARLIER THAN 2:00 P.M.,
FOLLOWING THE LAST COMMITTEE MEETING
FIRST FLOOR, CONFERENCE ROOM 2/3/4/5

CALL TO ORDER

I. Pledge of Allegiance

II. PMC's Vision – *Healing Families – Healing Communities*

III. Approval of Agenda

IV. Recognitions(s)

A. New Providers (memo included)

V. Review and Approval of Minutes (May 5, 2025 and June 2, 2025 Regular Meetings)

VI. Open Forum for PMC Physicians

VII. Public Input and Comments***[1]

VIII. Unfinished Business***

IX. New Business***

X. Medical Staff Report Recommendations/Announcements

XI. Public Comments (as needed for revised Consent Agenda)

XII. Consent Agenda***

A. Finance Committee

Motion to recommend to the Board of Directors to approve the buyout of the Patient Beds (150) and bed surfaces (12) at a total cost not to exceed the amount of $322,829.

B. Executive Committee

Motion to recommend the Board of Directors adopt the resolutions of the Board of Directors of the North Brevard County Hospital District dba

Parrish Medical Center approving the transactions described below:

1. The sale of the Medical Office Property located at 490 North Washington Avenue and the adjacent vacant lot on North DeLeon Avenue to Samsara Property, LLC for $8,900,000, as set forth in the Real Estate Sale and Purchase Agreement.

2. The lease of the Medical Office Property pursuant to the terms outlined in the Lease Agreement, by and between Samsara Property, LLC, as landlord, and the North Brevard County Hospital District dba Parrish Medical Center, as tenant, and related Memorandum of Lease.

3. The formation of PRO Oncology, LLC and Parrish Radiation Oncology, LLC.

4. The execution of a Sublease for space within the Medical Office Property to Parrish Radiation Oncology, LLC.

5. The Management Services Agreement related to the Medical Office Building.

6. The Recruiting Agreement as a form document to be used to recruit qualified Radiation Oncologists to provide services at the Center with appropriate amounts of funding to recruit said physicians.

The Board authorizes and directs the appropriate officers of the District to take all actions necessary to finalize, execute, and implement the Purchase Agreement, Lease Agreement, the Sublease, Organizational Documents to form Parrish Radiation Oncology, LLC, the Management Services Agreement, the Recruiting Agreement, and all related documents, and to take such further actions as may be required to complete these contemplated transactions in accordance with District policies and procedures.

***1 Pursuant to PMC Policy 9500-154:

- non-agenda items – 3 minutes per citizen
- agenda items for board action -- 3 minutes per citizen, permitted prior to board discussion for regular agenda action items and prior to board action on consent agenda
- 10 minute total per citizen
- must be related to the responsibility and authority of the board or directly to an agenda item [see items marked ***]

XIII. Committee Reports

A. Quality Committee

B. Finance Committee

C. Executive Committee

D. Educational, Governmental and Community Relations Committee

E. Planning, Physical Facilities & Properties Committee

XIV. Process and Quality Report – Mr. Mikitarian

A. Other Related Management Issues/Information

B. Hospital Attorney - Mr. Boyles

XV. Other

A. Monthly Media Report (memo included)

XVI. Closing Remarks – Chairman

XVII. Executive Session (if necessary)

ADJOURNMENT

NOTE: IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, HE/SHE WILL NEED A RECORD OF PROCEEDINGS AND, FOR SUCH PURPOSES, MAY NEED TO ENSURE A VERBATIM RECORD OF THE PROCEEDINGS IS MADE AND THAT THE RECORD INCLUDES TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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ANY MEMBER OF THE PUBLIC THAT WILLFULLY INTERRUPTS OR DISTURBS A MEETING OF THE BOARD OF DIRECTORS IS SUBJECT TO REMOVAL FROM THE MEETING BY AN OFFICER AND SUCH OTHER ACTIONS AS MAY BE DEEMED APPROPRIATE AS PROVIDED IN SECTION 871.01 OF THE FLORIDA STATUTES.

PARRISH®

MEDICAL CENTER

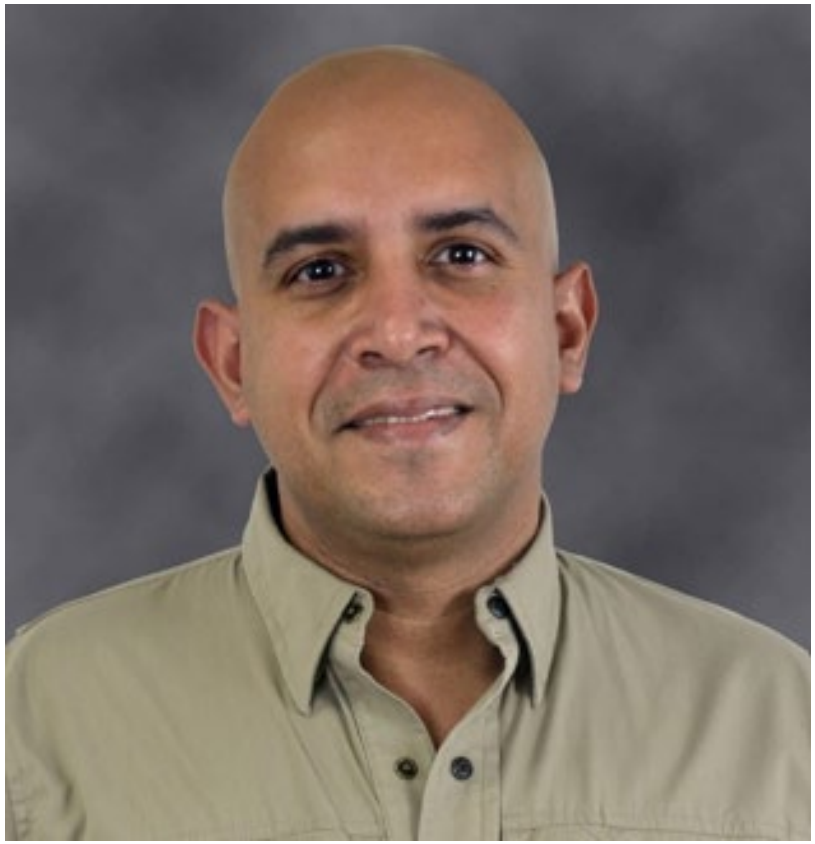
PARRISH HEALTHCARE

Healing Families – Healing Communities®

parrishhealthcare.com

Jorge Insignares, MD
Emergency Medicine - TeamHealth

Medical School:
Universidad Central de Venezuela
Escuela de Medicina
Residency: University of Texas Health Science Center-Family Medicine
Residency: Florida Hospital, Orlando, Emergency Medicine
Board Certified: Emergency Medicine

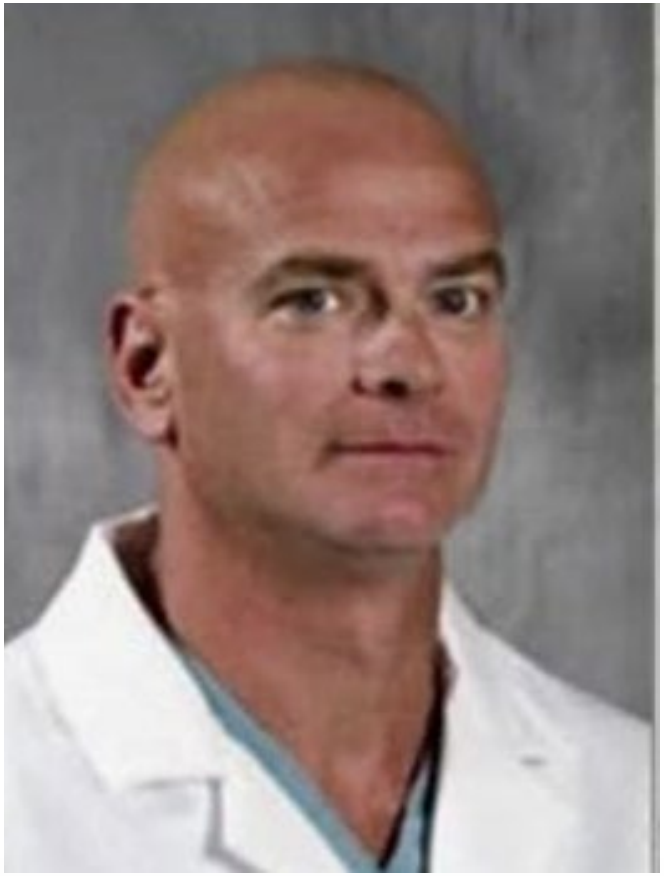


PARRISH MEDICAL CENTER
PARRISH HEALTHCARE

Healing Families – Healing Communities®
parrishhealthcare.com

Mark Swierzewski, MD
PMG - Urology

Medical School: Tufts University School of Medicine, Boston, MA
Residency: Strong Memorial Hospital – Rochester, NY General Surgery
Residency: Lahey Clinic, Burlington Massachusetts
Fellowship: Eastern Virginia Medical School, Norfolk, VA



Hiren Patel, MD - Electrophysiology
Complete Cardiology Care

Medical School: Topiwala National Medical College, Mumbai India

Residency: University of Central Florida, Orlando, Internal Medicine

Fellowship: Cardiology – St. Louis University School of Medicine, Missouri

Fellowship: Electrophysiology– Lahey Hospital and Medical Center, Burlington, MA

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parrishhealthcare.com

DRAFT
NORTH BREVARD COUNTY HOSPITAL DISTRICT
OPERATING
PARRISH MEDICAL CENTER
BOARD OF DIRECTORS – REGULAR MEETING

A regular meeting of the Board of Directors of the North Brevard County Hospital District operating Parrish Medical Center (the District) was held at 2:02 p.m. on May 5, 2025 in Conference Room 2/3/4/5, First Floor. The following members were present:

Robert L. Jordan, Jr., C.M., Chairperson
Stan Retz, Vice Chairperson
Herman A. Cole, Jr.
Maureen Rupe
Billy Specht
Elizabeth Galfo, M.D.
Dan Aton
Ashok Shah, M.D.

Member(s) Absent:
Billie Fitzgerald (excused)

A copy of the attendance roster of others present during the meeting is appended to the file copy of these minutes.

CALL TO ORDER

Mr. Jordan called the meeting to order at 2:02 p.m. and determined a quorum was present per Article 1.1.4 of the District Bylaws.

PLEDGE OF ALLEGIANCE

Mr. Jordan led the Board of Directors, staff and public in reciting the Pledge of Allegiance.

PMC'S VISION – *Healing Families – Healing Communities®*

Mr. Jordan led the Board of Directors, staff and public in reciting PMC's Vision – *Healing Families – Healing Communities®.*

APPROVAL OF MEETING AGENDA

Mr. Jordan requested approval of the meeting agenda in the packet as revised. Discussion ensued and the following motion was made by Mr. Cole, seconded by Dr. Shah, and approved (8 ayes, 0 nays, 0 abstentions).

***ACTION TAKEN*: MOTION APPROVING THE REVISED MEETING AGENDA OF THE BOARD OF DIRECTORS OF THE DISTRICT AS PRESENTED.**

RECOGNITIONS

There were no recognitions.

REVIEW AND APPROVAL OF MINUTES

Discussion ensued and the following motion was made by Mr. Cole, seconded by Mr. Aton, and approved (8 ayes, 0 nays, 0 abstentions).

***ACTION TAKEN:* MOTION APPROVING THE MINUTES OF THE MARCH 3, 2025, REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE NORTH BREVARD COUNTY HOSPITAL DISTRICT DBA PARRISH MEDICAL CENTER, AS PRESENTED.**

OPEN FORUM FOR PMC PHYSICIANS

There were no physician comments.

PUBLIC COMMENTS

There were no public comments.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

Strategic Planning Meeting Transcript

Discussion ensued and the following motion was made by Mr. Specht, seconded by Mr. Cole, and approved (8 ayes, 0 nays, 0 abstentions).

ACTION ITEM: APPROVE THE RELEASE AND DISCLOSURE OF CERTAIN PORTIONS OF THE MARCH 3, 2025, STRATEGIC PLANNING MEETING TRANSCRIPT RELATING TO AND DISCUSSING THE PROCESS OF OPENING A NURSING SCHOOL AS AUTHORIZED BY PMC'S ENABLING LEGISLATION, CHAPTER 2003-362, LAWS OF FLORIDA. THE SPECIFIC PORTIONS TO BE RELEASED AND DISCLOSED INCLUDE ONLY THE FOLLOWING PAGES AND LINES: 40:15-45:6; 49:13-50:15; AND 53:21-54:13. THESE PORTIONS OF THE TRANSCRIPT WILL BE RELEASED AND DISCLOSED TO THE NURSING SCHOOL WORKING GROUP, WHICH INCLUDES ONLY THE FOLLOWING INDIVIDUALS: NATALIE SELLERS, SENIOR VICE PRESIDENT OF COMMUNICATIONS, COMMUNITY AND CORPORATE SERVICES; LISA DICKERSON, CNO; KRISTINA

CRABTREE, DIRECTOR OF PEOPLE DEVELOPMENT; AND TOMMI MIDDLETON, DIRECTOR OF FINANCE. THE RELEASE AND DISCLOSURE TO THE NURSING SCHOOL WORKING GROUP IS FOR THE PURPOSE OF INVESTIGATING THE PROCESS, GATHERING DATA, AND DEFINING PMC'S ACTION PLAN CONCERNING OPENING A NURSING SCHOOL. ALL OTHER PORTIONS OF THE TRANSCRIPT WILL REMAIN EXEMPT AND CONFIDENTIAL PURSUANT TO 395.3035, FLORIDA STATUTES.

MEDICAL STAFF REPORT RECOMMENDATIONS/ANNOUNCEMENTS

There were no recommendations or announcements.

CONSENT AGENDA

Discussion ensued regarding the consent agenda, and the following motion was made by Mr. Cole, seconded by Dr. Galfo, and approved (8 ayes, 0 nays, 0 abstentions).

***ACTION TAKEN*: MOTION APPROVING THE FOLLOWING REVISED CONSENT AGENDA ITEMS:**

Consent Agenda

A. Finance
    1. Motion to recommend the Board of Directors approve the Forvis Mazars Engagement Letter for the FY25 as presented.

    2. Motion to recommend the Board of Directors approve Jane Hankins to serve a three-year term from June 1, 2025 – May 31, 2028 on the Retirement Planning Committee.

COMMITTEE REPORTS

Quality Committee

Mr. Jordan reported all items were covered during the Quality Committee meeting.

Finance Committee

Mr. Cole reported all items were covered during the Finance Committee meeting.

Executive Committee

Mr. Retz reported all items were covered during the Executive Committee meeting.

Educational, Governmental and Community Relations Committee

Ms. Rupe reported that all items were covered during the Educational, Governmental and Community Relations Committee meeting.

Planning, Physical Facilities and Properties Committee

Mr. Jordan reported the Planning, Physical Facilities and Properties Committee did not meet.

Process And Quality Report

Mr. Mikitarian introduced Ms. Joycelyn Greenaway, Director Human Resources.

Mr. Mikitarian addressed a recent letter from a patient concerning providers leaving PMC and described the reasons they are giving their patients for leaving versus the actual reasons for leaving.

Hospital Attorney

Legal counsel had no further report.

OTHER

There was no other business to come before the Board.

CLOSING REMARKS

There were no closing remarks.

ADJOURNMENT

There being no further business to discuss, the Parrish Medical Center Board of Directors meeting adjourned at 2:56 p.m.

Robert L. Jordan, Jr., C.M.
Chairman

DRAFT
NORTH BREVARD COUNTY HOSPITAL DISTRICT
OPERATING
PARRISH MEDICAL CENTER
BOARD OF DIRECTORS – REGULAR MEETING

A regular meeting of the Board of Directors of the North Brevard County Hospital District operating Parrish Medical Center (the District) was held at 2:03 p.m. on June 2, 2025 in Conference Room 2/3/4/5, First Floor. The following members were present:

Robert L. Jordan, Jr., C.M., Chairperson
Stan Retz, Vice Chairperson
Herman A. Cole, Jr.
Maureen Rupe
Billy Specht
Billie Fitzgerald
Elizabeth Galfo, M.D.
Dan Aton
Ashok Shah, M.D.

Member(s) Absent:
None

A copy of the attendance roster of others present during the meeting is appended to the file copy of these minutes.

CALL TO ORDER

Mr. Jordan called the meeting to order at 2:03 p.m. and determined a quorum was present per Article 1.1.4 of the District Bylaws.

PLEDGE OF ALLEGIANCE

Mr. Jordan led the Board of Directors, staff and public in reciting the Pledge of Allegiance.

PMC'S VISION – *Healing Families – Healing Communities®*

Mr. Jordan led the Board of Directors, staff and public in reciting PMC's Vision – *Healing Families – Healing Communities®.*

APPROVAL OF MEETING AGENDA

Mr. Jordan requested approval of the meeting agenda in the packet as revised. Discussion ensued and the following motion was made by Mr. Cole, seconded by Dr. Galfo, and approved (9 ayes, 0 nays, 0 abstentions).

***ACTION TAKEN*: MOTION APPROVING THE REVISED MEETING AGENDA OF THE BOARD OF DIRECTORS OF THE DISTRICT AS PRESENTED.**

RECOGNITIONS

There were no recognitions.

REVIEW AND APPROVAL OF MINUTES

Discussion ensued and the following motion was made by Mr. Cole, seconded by Dr. Shah, and approved (9 ayes, 0 nays, 0 abstentions).

***ACTION TAKEN:* MOTION APPROVING THE MINUTES OF THE APRIL 7, 2025, REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE NORTH BREVARD COUNTY HOSPITAL DISTRICT DBA PARRISH MEDICAL CENTER, AS PRESENTED.**

OPEN FORUM FOR PMC PHYSICIANS

There were no physician comments.

PUBLIC COMMENTS

There were no public comments.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

Strategic Planning Meeting Transcript

Discussion ensued and the following motion was made by Mr. Cole, seconded by Dr. Shah, and approved (8 ayes, 0 nays, 0 abstentions). Dr. Galfo was not present at the time the vote was taken

ACTION ITEM: Motion to approve the release and disclosure to the public of certain portions of the March 3, 2025, Strategic Planning Meeting Transcript relating to and discussing (1) the Parrish Health and Fitness Center and (2) the Cancer Institute. The specific portions to be released and disclosed include only the following pages and lines: 45:7-49:12; and 51:5-18. These portions of the transcript will be released and disclosed to the public without exception. All other portions of the transcript that have not been released and disclosed will remain exempt and confidential pursuant to 395.3035, Florida Statutes.

MEDICAL STAFF REPORT RECOMMENDATIONS/ANNOUNCEMENTS

There were no recommendations or announcements.

CONSENT AGENDA

There were no items for the consent agenda.

COMMITTEE REPORTS

Quality Committee

Mr. Jordan reported all items were covered during the Quality Committee meeting.

Finance Committee

Mr. Cole reported all items were covered during the Finance Committee meeting.

Executive Committee

Mr. Retz reported all items were covered during the Executive Committee meeting.

Educational, Governmental and Community Relations Committee

Ms. Fitzgerald reported that all items were covered during the Educational, Governmental and Community Relations Committee meeting.

Planning, Physical Facilities and Properties Committee

Mr. Jordan reported the Planning, Physical Facilities and Properties Committee did not meet.

Process And Quality Report

No additional information was presented.

Hospital Attorney

Legal counsel had no further report.

OTHER

Mr. Morak shared that the Jess Parrish Medical Foundation Benefit Gala will be held on October 18, 2025 at the Valiant Air Command Event Hangar.

CLOSING REMARKS

There were no closing remarks.

ADJOURNMENT

There being no further business to discuss, the Parrish Medical Center Board of Directors meeting adjourned at 2:15 p.m.

Robert L. Jordan, Jr., C.M.
Chairman

NORTH BREVARD COUNTY HOSPITAL DISTRICT
OPERATING PARRISH MEDICAL CENTER
MEDICAL EXECUTIVE COMMITTEE MEETING – REGULAR SESSION MINUTES
June 17, 2025

Present: C. Fernandez, MD, P. Carmona, MD, L. Stuart, MD, C. Manion, MD, C. McAlpine, A. Ochoa, MD, M. Musto, DO, G. Mikitarian, K. Patel, MD, R. Patel, MD, M. Navas, MD, C. Jacobs, MD

Absent: C. Rajan, DO, H. Cole

A meeting of the Medical Executive Committee of the North Brevard County Hospital District operating Parrish Medical Center was called to order on June 17, 2025 at 5:30pm in the Conference Center. A quorum was determined to be present.

CALL TO ORDER.

Dr. A. Ochoa called the meeting to order at 5:32pm.

I. REVIEW AND APPROVAL OF MINUTES

Motion to approve the Regular Session minutes of May 20, 2025, as written and distributed ***was made by M. Musto, DO, seconded by C. Fernandez, MD and unanimously approved.***

2. **Old Business:** None

3. New Business:

CONSENT AGENDA - STANDING ORDERS

- Asthma Peds (E1220ac) Active in LIVE but no paper version in FormFast. Review as if new.
- Anticoagulation Monitoring Protocol (E1085) – Complete redo. Review as if new.

MOTION TO APPROVE THE CONSENT AGENDA AS WRITTEN AND DISTRUBITED WAS MADE BY DR. STUART, SECONDED BY DR. FERNANDEZ AND UNANIMOUSLY APPROVED.

Policies for Approval:

- **Anticoagulation Management Program**
- **Antimicrobial Stewardship Program**
- **Medical Staff Credentialing Procedure**

MOTION TO APPROVE THE POLICIES (IN BLOCK) AS WRITTEN AND DISTRIBUTED WAS MADE BY DR. NAVAS, SECONDED BY DR. MUSTO AND UNANIMOUSLY APPROVED.

Report from Administration: None

Report from the Board: None

Reports & Committees: None

Open Forum: None

Adjournment: There being no further business the meeting adjourned at 5:46pm. Next meeting, July 15, 2025

Aluino Ochoa, MD	**Christopher Manion, MD**
President, Medical Staff	**Secretary/Treasurer, Medical Staff**

NORTH BREVARD COUNTY HOSPITAL DISTRICT
OPERATING PARRISH MEDICAL CENTER
MEDICAL EXECUTIVE COMMITTEE MEETING – REGULAR SESSION MINUTES
July 15, 2025

Present: C. Fernandez, MD, P. Carmona, MD, L. Stuart, MD, C. Manion, MD, C. McAlpine, A. Ochoa, MD, M. Musto, DO, R. Patel, MD, M. Navas, MD, C. Rajan, DO, H. Cole

Absent: K. Patel, MD, G. Mikitarian, C. Jacobs, MD, M. Navas, MD

A meeting of the Medical Executive Committee of the North Brevard County Hospital District operating Parrish Medical Center was called to order on July 15, 2025 at 5:30pm in the Conference Center. A quorum was determined to be present.

CALL TO ORDER.

Dr. A. Ochoa called the meeting to order at 5:32pm.

I. REVIEW AND APPROVAL OF MINUTES

Motion to approve the Regular Session minutes of June 17, 2025, as written and distributed ***was made by C. Rajan, DO, seconded by C. Fernandez, MD and unanimously approved.***

2. **Old Business:** None

3. New Business:

Policies to be approved:

- Primary Stroke Program
- Annual Vaccination Program
- Policies for Review Admitted Patients Remaining in the ED

MOTION TO APPROVE THE POLICIES AS WRITTEN AND DISTRUBITED WAS MADE BY DR. P. CARMONA, SECONDED BY DR. RAJAN AND UNANIMOUSLY APPROVED.

CONSENT AGENDA - STANDING ORDERS

- NB Administer Oxygen (E84) - Triennial Review.
- NB Orders Multi (E3380) - Triennial Review.
- Neonatal Opiod Withdrawal Meds (E3633) - Triennial Review.
- Neonatal Opiod Withdrawal NOWS Protocol (E3634ab) - Triennial Review.
- Methotrexate Protocol for Ectopic Pregnancy (E244) - Triennial Review.
- Obstetric-Induction-Miso (E722) - Triennial Review.
- Preterm Labor-L&D (E346) - Triennial Review.
- Digibind (E3642) - Triennial Review.
- MSE Extremity Injury (E3406ac) - Triennial Review.
- Prevention, Pressure Ulcer, and wound treatment (E438) - Request to Retire.
- Alteplase (CATHFLO,t-PA) IV Catheter Declotting Protocol (E900) - Request to Retire.
- Appendicitis Post Pediatrics (E3901ac) - Request to Retire.

MOTION TO APPROVE THE CONSENT AGENDA AS WRITTEN AND DISTRIBUTED WAS MADE BY DR. RAJAN, SECONDED BY DR. FERNANDEZ AND UNANIMOUSLY APPROVED.

Report from Administration: None

Report from the Board: None

Reports & Committees: None

Open Forum: Dr. Carmona noted the elimination of the 4 hour troponin.

Adjournment: There being no further business the meeting adjourned at 5:42pm. Next meeting, August 19, 2025.

Aluino Ochoa, MD	**Christopher Manion, MD**
President, Medical Staff	**Secretary/Treasurer, Medical Staff**

MONTHLY MEDIA REPORT – May 2025

Please note: where you see "impressions" the figure refers to the number of homes or individuals exposed to a message from Parrish Healthcare. The figure is calculated using circulation numbers as reported by the various publishers (where available) multiplied by the number of times PMC was mentioned, pictured, or number of times an advertisement ran in a month.

	Estimated Impressions
Community Outreach (Attendees)	**2,750**
North Brevard's Greatest Baby Shower (May 3)	***(Attendance 250)***
Guest Speaker, Table at Event, Branded Pop-ups (3 Care Partners)	
Annual USA Beach Running Championship 10k (May 3)	***(Attendance 1500)***
Sponsorship	
Space Coast Cars & Motorcycles (May 17)	***(Attendance 500)***
Third-Party Event for the Foundation Table at event, Swag, literature, rack cards (3 Care Partners)	
Project Graduation for Astronaut, Space Coast and Titusville High Schools (May 2025)	***(Attendance 500)***
Sponsorship & Logo on T-Shirts	
Print Advertising/Impressions	**411,625**
Brevard Business News (40,000/issue – Weekly - Contact: Adrienne Roth)	***NA***
• No Ads Published in May 2025	
Happenings (5,500/issue – Monthly and Weekly - Contact: Randy Rodriquez)	***11,000***
• 5.2025 – Cover Ad (Dr. Tanya Itani Taival, Gynecology)	
• 5.2025 – Full Page Back Cover (Women's Health - Care for Every Stage of Motherhood)	
• 5.2.25 – Full Page (Community Support Group Schedule)	
Hometown News (14,725/issue – Weekly - Contact: Rodney Bookhardt)	***73,625***
• 5.2.25 – Full Page (Women's Health - Care for Every Stage of Motherhood)	
• 5.9.25 – Full Page (Women's Health - Care for Every Stage of Motherhood)	
• 5.16.25 – Full Page (Advanced Robotic Surgery – Right Here, Close to Home)	
• 5.23.25 – Full Page (Parrish Healthcare – Services at PSJ)	
• 5.30.35 – Full Page (Women's Health - Care for Every Stage of Motherhood)	
Florida Today (50,000/issue – Daily - Contact: Local IQ)	***150,000***
• 5.08.25 – Half Page (Celebrating National Nurses Week)	
• 5.15.25 – Half Page (Celebrating National Hospital Week)	

- 5.25.2025 – Full Page (Women's Health - Care for Every Stage of Motherhood)

Investing in Your Health Today* (25,000/Edition – Monthly - Contact: Barbara Rhoden)** ***25,000

- 5.2025 – Full Page (To Spot a Stroke BE FAST)
- 5.2025 – Full Page (Battling the Myths of Mammography)
- 5.2025 – Full Page (Women's Health - Care for Every Stage of Motherhood)

Space Coast Living (10,000/edition – 5 Editions Annually - Contact: Lori Weisman) **NA**

- No Ads Published in May 2025

Space Coast Daily (60,00/edition – Monthly/Digital Daily - Contact: Giles Malone) ***60,000***

- 5.15.25 – Full Page (Women's Health OB-GYN – Ver A.)

Ebony News (25,000/print edition; 1500 digital – Monthly - Contact: Barbara Rhoden) ***26,500***

- 5.2025 – Half-Page (Compassionate Care for Every Stage of Motherhood)

The Great Outdoors – Happenings (3,500/edition – Weekly - Contact: Greg Wostrel) ***10,500***

- 5.2.25 – Full Page (Compassionate Care for Every Stage of Motherhood)
- 5.16.25 – Full Page (Focused on the Future of Patient Care)
- 5.30.25 – Full Page (Compassionate Care for Every Stage of Motherhood)

Savings Safari (51,000/edition – Bi-monthly - Contact: Barbara Strickland) ***51,000***

- 5.12.25 – Insert, Side 1 (Open Interview); Insert Side 2 (A Great Place for Healthcare Location Map)

Lifetimes Newsletter (Mailed quarterly to N. Brevard zip code) ***NA***

- Spring 2025 – Next Mailing will be July 2025

Titusville Playhouse Playbill (Based on number of monthly performances) ***4,000***

- 5.2025 – Your Health is Your Greatest Asset (Alter Boyz, May 2 - 25)
  Art of Healing Partnership Message from George Mikitarian

Digital Ad Impressions **438,594**

WFTV.com

- Impressions: 257,116
- Clicks: 1,238
- CTR: 0.61%

WFTV-OTT (Over the Top)

- Impressions: 28,929
- Video Completes: 28,664
- Video Completion Rate: 99.08%

WFTV (Streaming)

- Impressions: 53,649
- Video Completes: 52,584

- Video Completion Rate: 98.08%

Spectrum Reach (Streaming and TV)

- Impressions: 98,900
- Video Completes: 97,595
- Video Completion Rate: 98.68%

Social Media Channels **150,755**

Facebook:

- ***Parrish Healthcare:*** *Reach – 108,400; Followers – 7,381*
- ***The Children's Center:*** *Reach – 809; Followers – 108*
- ***Parrish Health & Wellness:*** *Reach – 366; Followers – 156*

Instagram: *Reach – 5,380; Total Followers - 677*
X (Twitter): *Followers - 251*
LinkedIn: *Followers – 3,871; Impressions – 34,749*
YouTube:

- Total Views: **1,051**
- Total Subscribers: **485**
- New Subscribers: **1**

Top 5 YouTube Videos (Total Video Views in May – 1,051):

- Healthy Bones and Joints – Parrish Medical Center: **310**
- Patient Testimonial – Christine Morak**: 173**
- FL Representative Chase Tramont Visits PMC National Hospital Week: **108**
- Alzheimer's SOS Vascular Dementia: **83**
- Daily Two Segment Featuring Dr. Cruz-Amy: **46**

TV Impressions **2,565,400**

Station	Spots	Impressions
WFTV	78	2,071,200
WRDQ	107	494,200
Spectrum News 13	449	See Note Below
Total	**634**	**2,565,400**

Spectrum News 13 does not report impressions because of the magnitude of linear TV impressions they receive (i.e. televisions in businesses/commercial spaces, corporate offices, schools, etc.)

Commercials Aired:

Service Line	Title	ISCI	Impressions (000) A18+
Brand	Brand :05	PHCBRAND2505	228.5
Brand	Brand :10	PHCBRAND2510	150.7
Women's Health	Christine :60	PHCCHRISTINE60	26.1
Women's Health	Lindsey :15	PHCLINDSEY15	309.3
Women's Health	Lindsey :30	PHCLINDSEY30	857.8
Women's Health	Lindsey :60	PHCLINDSEY60	96.8
WHEEL SPONSORSHIP			557.20
SQUEEZEBACK			339
Grand Total			**2,565.4**

Outdoor Advertising/Billboard/Bus Impressions 1,819,395

Billboards (Lamar – Contact: Jennifer Rzepiejewski, Clear Channel – Contact: Joe Schmitt):

Lamar – 4 Billboards (Messages & Locations) 457,204

- US1/Washington Ave; *(Where New Beginnings Are Born - Women's Health, Maternity)*
- US1 @ Blacks Road; (*Your Heart Deserves the Best – Cardiology)*
- US1- Sharpes; (*Your Heart Deserves the Best – Cardiology)*
- US1 N of 528; *(Where New Beginnings Are Born - Women's Health, Maternity)*

Clear Channel – 17 Billboards (Message & Location) 1,362,191

- US 1 WS 3.2mi N/O SR 528 F/N – 1, Cocoa; 81,829 *(The Future of Patient Care)*
- Grissom Pkwy NS 1mi W/O Industry Rd F/E – 2, Cocoa; 47,988 *(Robotic Assisted Surgery)*
- US 1 ES 1.5mi N/O SR 528 F/S – 2; 107,258 *(Robotic Assisted Surgery)*
- US 1 WS 1.3mi N/O SR 406 Garden St F/N – 2; 96,930 *(Reducing Cost. Improving Healthcare. – Women's Health, Maternity)*
- US 1 WS 1.3mi N/O SR 406 Garden St F/S – 1; 75,254 *(Reducing Cost. Improving Healthcare. – Robotic Surgery)*
- US 1 WS 1.5mi N/O SR 406 Garden St F/S – 1; 75,506 *(Reducing Cost. Improving Healthcare. – Senior Care)*
- US 1 WS 1.5mi N/O SR 406 Garden St F/N – 2; 92,942 *(Robotic Assisted Surgery)*
- US 1 WS 0.2mi S/O SR 50 F/S – 1; 77,766 *(Reducing Cost. Improving Healthcare. – Robotic Surgery)*
- US 1 WS 0.7mi N/O SR 528 F/N – 2; 108.105 *(Reducing Cost. Improving Healthcare. – Robotic Surgery)*

- US 1 ES 2.7mi N/O SR 528 F/S – 2; 97,000 *(Reducing Cost. Improving Healthcare. – Maternity, Women's Health)*
- US 1 WS 3.3mi N/O SR 528 F/S – 1; 76,697 *(Reducing Cost. Improving Healthcare. – Robotic Surgery)*
- SR 405 SS 0.5mi W/O SR 407 F/W – 1; 76,193 *(Reducing Cost. Improving Healthcare. – Senior Care)*
- SR 405 SS 0.5mi W/O SR 407 F/E – 2; 63,925 *(Robotic Assisted Surgery)*
- US 1 WS 2.3mi S/O SR 405 F/N – 2; 84,413 *(Robotic Assisted Surgery)*
- US 1 WS 2.3mi S/O SR 405 F/S – 1; 77,547 *(Reducing Cost. Improving Healthcare. – Maternity, Women's Health)*
- US 1 WS 1.4mi S/O SR 405 F/S – 2; 65,656 *(Robotic Assisted Surgery)*
- US 1 WS 1.4mi S/O SR 405 F/S – 1; 57,181 *(Focused on the Future of Patient Care)*

Bus Wraps (Clear Channel – Contact: Joe Schmitt)
Not audited by Geopath and no estimate at this time when data will be available.

- Bus 1 (MEL0012222)
- Bus 2 (1086572-MEL)

Summary of Total Impressions	**5,388,519**

News Releases Issued by Parrish	**402,225**

- 5.2.2025 – Happenings (Parrish Healthcare Celebrates Volunteers During National Volunteer Week); (Parrish Healthcare Open Interviews); (Community Support Group Schedule) ****5,500**
- 5.2.25 – Hometown News (Parrish Foundation Golf Classic Raises $85k "for the Kids"
- 5.4.25 – Hometown News (Parrish Healthcare Honored for United Way Campaign Contributions) ****14,725**
- 5.5.25 – BBN (Parrish Announces Community Support Group Schedule for May; Free Programs Set for Various Locations) ****40,000**
- 5.6.25 – Florida Today (Voice Disorders: Signs, Symptoms & Treatment Options) ****50,000**
- 5.9.2025 – Happenings (Parrish Healthcare Honored as a Top 25 Most Generous Contributor to the Unite Way Space Coast); (Parrish Healthcare Launches Second Hopeful Hearts Supply Drive to Support Individuals Experiencing Homelessness) ****5,500**
- 5.9.25 – Hometown News (Parrish Honored for United Way Campaign Contributions)
- 5.12.24 – BBN (PMC Recognized as a 2025 Sustainability Leader by City of Titusville; Commitment to Sustainable Future) ****40,000**
- 5.14.25 – Hometown News (Parrish Healthcare Launces Summer Supply Drive to Aid the Homeless) ****50,000**
- 5.16.2025 – Happenings (Parrish Healthcare Honors Extraordinary Nurses; Announces First DAISY Award Recipient, Perioperative Services Nurse Melissa Hamlin); (Parrish Medical Center Reaffirms Stroke Care Excellence During National Stroke Awareness Month); (Parrish Healthcare and Blue Cross Blue Shield of Florida, Inc. Reach New Multi-Year Contract Agreement) ****5,500**

- 5.19.25 – BBN (Parrish Healthcare Celebrates National Volunteer Week With Appreciation Event; 18,000 Hours of Service) ****40,000**
- 5.23.2025 – Happenings (National Patient Safety Advocate Give National Nurses Week Presentation at Parrish Medical Center); (Parrish Healthcare Open Interviews); (Parrish Healthcare Donates Life-Saving AED to LifePointe Ministries and Provides On-Site Training) ****5,500**
- 5.23.25 – Florida Today (Parrish Collecting Items for "Hopeful heats Supply Drive" for Homeless) ****50,000**
- 5.26.25 – BBN (Parrish Healthcare Honors Outstanding Nurses; Announces First DAISY Award Recipient – Melissa Hamlin) ****40,000**
- 5.30.2025 – Happenings (Jess Parrish Medical Foundation Awards 28 Scholarships to Aspiring Healthcare Professionals); (Spirit of Brevard Presents Jess Parrish Medical Foundation with $30,000 to Support Parrish Healthcare's Oncology and Childbirth Education Programs); (Parrish Healthcare Soon to Open New North Titusville Location Plans to Expand Cancer Services and More) ****5,500**
- 5.30.25 – Florida Today (Jess Parrish Medical Foundation Awards 28 Scholarships to Aspiring Health care Professionals) ****50,000**

****Editions not included under Print Advertising/Impression section**

News Releases Issued by Others 100,000

- 5.6.25 – Florida Today (Voice Disorders: Signs, Symptoms & Treatment Options) ****50,000**
- 5.9.25 – Florida Today (Most Brevard Hospitals Get High Ratings for Safety From Leapfrog Group) ****50,000**

Creative Examples

GRAPHICS OF ADS FOR THE MONTH

PRINT ADS

PARRISH HEALTHCARE WOMEN'S HEALTH
COMPASSIONATE CARE FOR EVERY STAGE OF WOMANHOOD
Whether you need maternity care or a complex surgical procedure, we have all the services you need for every phase of life. Right here, close to home.
Gynecology
Gynecologic Surgery
Pregnancy and Birthing
Reproductive Medicine
Mammography and Imaging
Menopause
Visit parrishhealthcare.com/womenshealth
PARRISH HEALTHCARE
Cleveland Clinic Connected
Healing Families—Healing Communities®

PARRISH HEALTHCARE WOMEN'S HEALTH
COMPASSIONATE CARE FOR EVERY STAGE OF WOMANHOOD
PARRISH HEALTHCARE
Cleveland Clinic Connected
Healing Families—Healing Communities®

Parrish Healthcare Center at Port St. John
Your Community Healthcare Center
Your Health, Our Mission
Parrish Healthcare Center at Port St. John is proud to serve all of your health care needs. Here you will experience convenient access to superior outpatient services, multi-specialty physicians, digital imaging services and more within a one-of-a-kind LEED certified "green" healing environment.
This location offers the following services and more:
Urgent Care Center
Community Conference Center
Laboratory Services
Parrish Medical Group Physicians
Cardiovascular
Endocrinology
Occupational Health
Orthopedics & Sports Medicine
Pain Management
Podiatry
Primary Care
Parrish Sleep Disorders Center
Digital Imaging Services
Bone Density (DEXA)
Computed Tomography (CT)
Echovascular Ultrasound, X-Ray
Magnetic Resonance Imaging (MRI)
Mammography
Ultrasound
Rehabilitation Services
Occupational Therapy
Physical Therapy
Speech Therapy
5005 Port St. John Parkway, Port St. John, FL 32927
Visit parrishhealthcare.com or call 321-268-6868 to learn more
PARRISH HEALTHCARE
Cleveland Clinic Connected

Meet Tanya Itani Taival
Tanya Itani Taival, DO
Dr. Taival has served the North Brevard community for nearly 20 years as a board-certified Obstetrician/Gynecologist (OB/GYN). Dr. Taival is fluent in English, Arabic and medical Spanish.
TANYA ITANI TAIVAL GYNECOLOGY
2507 Garden Street
Suite 102
Titusville, Forida 32796
Phone: 321-269-0748
For more information, visit parrishhealthcare.com/taival
PARRISH MEDICAL GROUP
PARRISH HEALTHCARE
Medicare, Medicaid and most insurances accepted.
parrishmedgroup.com

FOCUSED ON THE FUTURE OF PATIENT CARE

As an ACS surgical quality partner, this is our commitment to you: the highest levels of surgical care, constant evaluation of the care we give and a relentless approach to self-improvement.

This hospital is an ACS Surgical Quality Partner by participating in select ACS Quality Programs.

Advanced Robotic Surgery Right here, close to home.

Minimally invasive, robotic-assisted surgery

What is the da Vinci® Xi™ Surgical System?

With the da Vinci Surgical System, your Robotic Surgery Care Partners perform complex, minimally invasive surgical procedures through tiny incisions.

With the da Vinci system, your surgeon:

- Stays with you in the operating room and uses his or her hands to control a camera and surgical instruments to perform the procedure.
- Views the entire operation in 3DHD, giving your surgeon a crystal clear view of the surgical area that is magnified 10 times to what the human eye sees.
- Uses tiny instruments that move like a human hand, but with an even greater range of motion. The system's built-in tremor-filtration technology helps your surgeon move each instrument with smooth precision.

Why should you choose robotic-assisted surgery?

People choose surgery with the da Vinci system for a variety of reasons, such as less blood loss, shorter hospital stays and faster recovery.

As a leader in the field, we look forward to continuing to provide minimally invasive surgical options to our community.

Visit parrishhealthcare.com/roboticsurgery

The da Vinci® Xi™ Surgical System can be used for the following procedures:

Colorectal
- Colon resection
- Rectal resection

General Surgery
- Hernia repair
- Gallbladder surgery

Gynecology
- Endometriosis resection
- Benign hysterectomy
- Hysterectomy for cancer
- Fibroid removal (myomectomy)

Urology
- Kidney surgery
- Prostate surgery

PARRISH HEALTHCARE | Cleveland Clinic Connected

Healing Families—Healing Communities®

Celebrating National Nurses Week

May 6 – 12, 2025

We extend our heartfelt gratitude to the nurses of Parrish Healthcare's integrated system for their steadfast commitment to delivering exceptional care to our patients daily. Your selflessness, resilience and dedication to the nursing profession is appreciated beyond just this week!

Please thank a nurse this week in celebration!

PARRISH HEALTHCARE | Cleveland Clinic Connected

Healing Families—Healing Communities®

PARRISH HEALTHCARE

CELEBRATING NATIONAL HOSPITAL WEEK

May 11-17, 2025

This National Hospital Week, we proudly celebrate the incredible dedication, compassion and resilience of our entire health care team. From our nurses and physicians to support staff and volunteers—every role is vital, and each makes a difference in the healing environment we provide.

To our Brevard community and patients—thank you for your trust. Together, we are proud to provide *Healing Experiences for Everyone All the Time®.*

Learn more at parrishhealthcare.com

PARRISH HEALTHCARE | Cleveland Clinic Connected

Healing Families—Healing Communities®

PARRISH HEALTHCARE
WOMEN'S HEALTH

COMPASSIONATE CARE FOR EVERY STAGE OF WOMANHOOD

PARRISH HEALTHCARE | Cleveland Clinic Connected

BATTLING THE MYTHS OF *Mammography*

It's expensive, it can be painful, and a few other misconceptions we wish to explore.

HAVE QUESTIONS ABOUT BREAST CONDITIONS, EXAMINATIONS AND TESTS?

Shannon Luker, RN, BSN, Parrish Healthcare Oncology Navigator, is here to help.

Contact Shannon at 321-268-6111, ext. 3544.

Myth 1: Insurance won't cover it, or I won't be able to afford the co-pay/deductible.

"Mammography is usually covered under most health plans, including Medicare, once a woman reaches an age determined by the insurer," says Shannon Luker, RN, BSN, Parrish Healthcare Oncology Navigator.

If you have Medicare and are age 65 or older, Medicare pays for most of the cost of a screening mammogram every 12 months.

Myth 2: The test is too painful.

Yes, the test can be a bit uncomfortable, but most women don't consider it painful.

Compression helps hold the breast still, evens out the breast tissue and allows lower doses of X-ray to be used. If you feel pain, speak up. The technologist may be able to lower the compression and relieve some of the pressure on your breast. And remember that any discomfort is brief; the actual X-ray takes less than a minute.

Myth 3: I just don't have time.

From start to finish, the three-dimensional (3D) mammogram offered at Parrish Healthcare takes 30 to 45 minutes.

State of the art technology, such as this, makes it easier for providers to diagnose certain types of breast abnormalities, especially in women with dense breasts. The result? Early detection and better outcomes reduce the number of deaths from breast cancer for women ages 40 to 69, especially those older than 50.

Myth 4: Breast cancer only affects older women.

Breast cancer can occur at any age. Additional factors that may raise your risk include obesity, heavy alcohol consumption and a sedentary lifestyle.

Schedule your mammogram today! Call 321-268-6111 ext 6150.

PARRISH HEALTHCARE | Cleveland Clinic Connected

Healing Families—Healing Communities®

PARRISH HEALTHCARE WOMEN'S HEALTH

COMPASSIONATE CARE FOR EVERY STAGE OF WOMANHOOD

Whether you need maternity care or a complex surgical procedure, we have all the services you need for every phase of life. Right here, close to home.

- Gynecology
- Gynecologic Surgery
- Pregnancy and Birthing
- Reproductive Medicine
- Mammography and Imaging
- Menopause

Visit parrishhealthcare.com/womenshealth

PARRISH HEALTHCARE | Cleveland Clinic Connected

Healing Families—Healing Communities®

YOUR HEALTH IS YOUR GREATEST ASSET

At Parrish Healthcare, we're here to support you in being your best and healthiest self—let's thrive together!

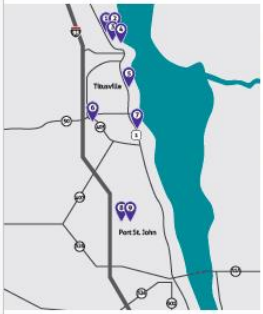
Visit parrishhealthcare.com to meet our providers today!

PARRISH HEALTHCARE | Cleveland Clinic Connected

Healing Families—Healing Communities®

A Great Place for Health Care

Find a Location Near You



Visit parrishhealthcare.com/locations

Parrish Medical Center
951 N. Washington Ave.
Titusville, FL 32796
321-268-6111

Parrish Wound Healing Center
951 N. Washington Ave.
Titusville, FL 32796
321-268-6795

Senior Consultation Center
A service of Parrish Healthcare
836 Century Medical Dr.
Titusville, FL 32796
321-383-9393

Parrish Medical Group Cardiology
825 Century Medical Dr.
Titusville, FL 32796
321-633-8660

Parrish Healthcare Center at Titus Landing
250 Harrison St.
Titusville, FL 32780
321-268-6868

Parrish Health and Wellness Center
3065 Columbia Blvd.
C104
Titusville, FL 32780
321-268-6200

The Children's Center
A service of Parrish Healthcare
5650 S. Washington Ave.
Titusville, FL 32780
321-264-0855

Parrish Sleep Center
5005 Port St. John Pkwy.
Port St. John, FL 32927
321-268-6408

Parrish Healthcare Center at Port St. John
5005 Port St. John Pkwy.
Port St. John, FL 32927
321-268-6868

PARRISH HEALTHCARE | Cleveland Clinic Connected

Healing Families—Healing Communities®

Parrish Healthcare Center at Port St. John

Your Community Healthcare Center

Your Health, Our Mission

Parrish Healthcare Center at Port St. John is proud to serve all of your health care needs. Here you will experience convenient access to superior outpatient services, multi-specialty physicians, digital imaging services and more within a one-of-a-kind LEED certified "green" healing environment.

5005 Port St. John Parkway, Port St. John, FL 32927

Located just east of I-95 (Exit 208) on Port St. John Parkway

This location offers the following services and more:

- Urgent Care Center
- Community Conference Center
- Laboratory Services
- Parrish Medical Group Physicians
  - Cardiovascular
  - Endocrinology
  - Occupational Health
  - Orthopedics & Sports Medicine
  - Pain Management
  - Podiatry
  - Primary Care
- Parrish Sleep Disorders Center
- Diagnostic Imaging Services
  Now Offering Weekend Appointments!
  - Bone Density DEXA
  - Computed Tomography (CT)
  - Echovascular Ultrasound, X-Ray
  - Magnetic Resonance Imaging (MRI)
  - Mammography
  - Ultrasound
- Rehabilitation Services
  - Occupational Therapy
  - Physical Therapy
  - Speech Therapy

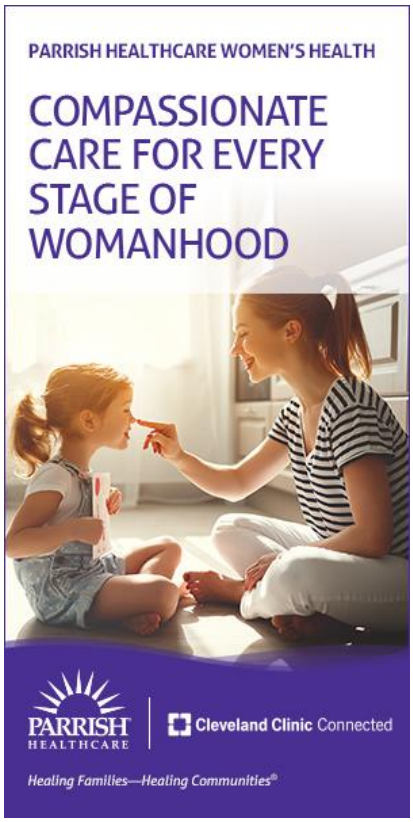
Visit parrishhealthcare.com or call 321-268-6868 to learn more

PARRISH HEALTHCARE | Cleveland Clinic Connected

Healing Families—Healing Communities®

DIGITAL ADS

PARRISH HEALTHCARE
WOMEN'S HEALTH
COMPASSIONATE CARE FOR EVERY STAGE OF WOMANHOOD
PARRISH HEALTHCARE
Cleveland Clinic Connected


PARRISH HEALTHCARE WOMEN'S HEALTH
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Healing Families—Healing Communities®

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Healing Families—Healing Communities®

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COMPASSIONATE CARE FOR EVERY STAGE OF WOMANHOOD
PARRISH HEALTHCARE
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Healing Families—Healing Communities®

BILLBOARDS

FOCUSED ON THE FUTURE OF PATIENT CARE

Robotic-Assisted Surgery

Reducing costs. Improving healthcare.

FOCUSED ON THE FUTURE OF PATIENT CARE

Reducing costs. Improving healthcare.

FOCUSED ON THE FUTURE OF PATIENT CARE

Robotic-Assisted
Surgery
PARRISH

Where new beginnings
are born!
Trusted Care for Mom and Baby.
PARRISH
Cleveland Clinic Connected
LAMAR

Your deserves the best.
Meet Our Expert Cardiologists!
PARRISH
Cleveland Clinic Connected
LAMAR

Your deserves the best.
Meet Our Expert Cardiologists!
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Cleveland Clinic Connected
LAMAR

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Trusted Care for Mom and Baby.
PARRISH
Cleveland Clinic Connected
LAMAR

MONTHLY MEDIA REPORT – June 2025

Please note: where you see "impressions" the figure refers to the number of homes or individuals exposed to a message from Parrish Healthcare. The figure is calculated using circulation numbers as reported by the various publishers (where available) multiplied by the number of times PMC was mentioned, pictured, or number of times an advertisement ran in a month.

	Estimated Impressions
Community Outreach (Attendees)	**65**
Chamber Luncheon (June 11)	***(Attendance 65)***

Luncheon Sponsor; Sponsor Message (Leigh Spradling – Hurricane Preparedness) and Swag

Print Advertising/Impressions	**643,900**
Brevard Business News (40,000/Issue – Weekly - Contact: Adrienne Roth)	***NA***

- June 2025 Ads Paused

Happenings (5,500/Issue – Monthly and Weekly - Contact: Randy Rodriquez) ***5,500***

- 6.2025 – Cover Ad (Dr. Manual Navas, OB/GYN)
- 6.2025 – Full Page Back Cover (Women's Health - Care for Every Stage of Motherhood)
- 6.2025 – Full Page (Community Support Group Schedule)

Hometown News (14,725/Issue – Weekly - Contact: Rodney Bookhardt) ***58,900***

- 6.6.25 – Full Page (Robotic Assisted Surgery)
- 6.13.25 – Full Page (Men's Health Screenings – Father's Day)
- 6.20.25 – Full Page (Women's Health OB/GYN – Vers. A)
- 6.27.25 – Full Page (PHC-PSJ Locations/Services)

Florida Today (50,000/Issue – Daily - Contact: Local IQ) ***400,000***

- 6.5.25 – Half Page (PHC – PSJ Services)
- 6.15.25 – Half Page (Men's Health – Father's Day)
- 6.18.25 - Front Page Strip Ad (Emergency Department)
- 6.20.25 - Front Page Strip Ad (Emergency Department)
- 6.22.25 – Full Page (Compassionate Care for Every Stage of Womanhood); Front Page Strip Ad (Emergency Department)
- 6.25.25 - Front Page Strip Ad (Emergency Department)
- 6.27.25 - Front Page Strip Ad (Emergency Department)
- 6.29.25 – Front Page Strip Ad (Emergency Department)

Investing in Your Health Today (25,000/Edition – Monthly - Contact: Barbara Rhoden) ***25,000***

- 6.2025 – Full Page (Men's Health – General Vers. B)
- 6.2025 – Full Page (Support Groups)
- 6.2025 – Full Page (PHC – PSJ Services)

Space Coast Living (10,000/Edition – 5 Editions Annually - Contact: Lori Weisman) **10,000**

- 6.2025 - Full Page (Women's Health - Care for Every Stage of Motherhood)

Space Coast Daily (60,00/Edition – Monthly/Digital Daily - Contact: Giles Malone) ***60,000***

- 6.24.25 – Full Page (Health Care For the Whole Family)

Ebony News (25,000/Print Edition; 1500 Digital – Monthly - Contact: Barbara Rhoden) ***26,500***

- 6.2025 – Half-Page (Compassionate Care for the Men in Our Lives)

The Great Outdoors – Happenings (3,500/Edition – Weekly - Contact: Greg Wostrel) ***7,000***

- 6.13.2025 – Full Page (Men's Health Screenings)
- 6.27.2025 – Full Page (Compassionate Care for Every Stage of Womanhood)

Savings Safari (51,000/Edition – Bi-monthly - Contact: Barbara Strickland) ***51,000***

- 6.10.25 – Insert, Side 1 (Men's Health Screenings-Father's Day); Insert Side 2 (Support Groups)

Lifetimes Newsletter (Mailed Quarterly to North Brevard Households) ***NA***

- Spring 2025 – Next Mailing July 2025

Titusville Playhouse Playbill (Based on Number of Monthly Performances) ***NA***

- 6.2025 – No performances in June at the Playhouse; 61st season starts August 1

Digital Ad Impressions **459,132**

WFTV.com

- Impressions: 285,490
- Clicks: 1,327
- CTR: 0.57%

WFTV-OTT (Over the Top)

- Impressions: 29,072
- Video Completes: 28,786
- Video Completion Rate: 99.02%

WFTV (Streaming)

- Impressions: 53,668
- Video Completes: 52,672
- Video Completion Rate: 98.20%

Spectrum Reach (Streaming and TV)

- Impressions: 90,902
- Video Completes: 89,593
- Video Completion Rate: 98.56%

Social Media Channels **125,898**

Facebook:

- ***Parrish Healthcare:*** *Reach – 112,348; Followers – 7,732*
- ***The Children's Center:*** *Reach – 486; Followers – 119*
- ***Parrish Health & Wellness:*** *Reach – 309; Followers – 160*

Instagram: *Reach – 6,261; Total Followers - 689*

X (Twitter): *Followers - 250*

LinkedIn: *Followers – 3,932; Impressions – 5,004*

YouTube:

- Total Views: **490**
- Total Subscribers: **487**
- New Subscribers: **2**

Top 5 YouTube Videos (Total Video Views in June – 490):

- Happy Doctors' Day: **82**
- Alzheimer's SOS Vascular Dementia: **48**
- Patient Testimonial – Stuart Bodin**: 31**
- Daily Two Segment Featuring Dr. Gabriel: **26**
- Daily Two Segment Featuring Dr. Cruz-Amy: **24**

TV Impressions **2,129,400**

Station	Spots	Impressions
WFTV	72	1,893,300
WRDQ	65	236,100
Spectrum News 13	454	See Note Below
Total	**591**	**2,129,400**

Spectrum News 13 does not report impressions because of the magnitude of linear TV impressions they receive (i.e. televisions in businesses/commercial spaces, corporate offices, schools, etc.)

Commercials Aired:

Service Line	Title	ISCI	Impressions (000) A18+
Brand	Brand :05	PHCBRAND2505	60.2
Brand	Brand :10	PHCBRAND2510	190
Brand	Brand :30	PHCBRAND2530	30.9
Women's Health	Christine :60	PHCCHRISTINE60	62.7
Women's Health	Lindsey :15	PHCLINDSEY15	385.2
Women's Health	Lindsey :30	PHCLINDSEY30	415.5
Women's Health	Lindsey :60	PHCLINDSEY60	18.2
Oncology	Oncology :30	PHCONCO30	159.4
Pastor	Pastor :60	PHCPASTOR60	17.4
FAMILY FEUD SPONSORSHIP			352.10
SQUEEZEBACK			437.80
Grand Total			**2,129.4**

Outdoor Advertising/Billboard/Bus Impressions 1,819,395

Billboards (Lamar – Contact: Jennifer Rzepiejewski, Clear Channel – Contact: Joe Schmitt):

Lamar – 4 Billboards (Messages & Locations) 457,204

- US1/Washington Ave; *(Where New Beginnings Are Born - Women's Health, Maternity)*
- US1 @ Blacks Rd.; (*Your Heart Deserves the Best – Cardiology)*
- US1- Sharpes; (*Your Heart Deserves the Best – Cardiology)*
- US1 N of 528; *(Where New Beginnings Are Born - Women's Health, Maternity)*

Clear Channel – 17 Billboards (Message & Location) 1,362,191

- US 1 WS 3.2mi N/O SR 528 F/N – 1, Cocoa; 81,829 *(The Future of Patient Care)*
- Grissom Pkwy NS 1mi W/O Industry Rd F/E – 2, Cocoa; 47,988 *(Robotic Assisted Surgery)*
- US 1 ES 1.5mi N/O SR 528 F/S – 2; 107,258 *(Robotic Assisted Surgery)*
- US 1 WS 1.3mi N/O SR 406 Garden St F/N – 2; 96,930 *(Reducing Cost. Improving Healthcare. – Women's Health, Maternity)*
- US 1 WS 1.3mi N/O SR 406 Garden St F/S – 1; 75,254 *(Reducing Cost. Improving Healthcare. – Robotic Surgery)*
- US 1 WS 1.5mi N/O SR 406 Garden St F/S – 1; 75,506 *(Reducing Cost. Improving Healthcare. – Senior Care)*
- US 1 WS 1.5mi N/O SR 406 Garden St F/N – 2; 92,942 *(Robotic Assisted Surgery)*

- US 1 WS 0.2mi S/O SR 50 F/S – 1; 77,766 *(Reducing Cost. Improving Healthcare. – Robotic Surgery)*
- US 1 WS 0.7mi N/O SR 528 F/N – 2; 108.105 *(Reducing Cost. Improving Healthcare. – Robotic Surgery)*
- US 1 ES 2.7mi N/O SR 528 F/S – 2; 97,000 *(Reducing Cost. Improving Healthcare. – Maternity, Women's Health)*
- US 1 WS 3.3mi N/O SR 528 F/S – 1; 76,697 *(Reducing Cost. Improving Healthcare. – Robotic Surgery)*
- SR 405 SS 0.5mi W/O SR 407 F/W – 1; 76,193 *(Reducing Cost. Improving Healthcare. – Senior Care)*
- SR 405 SS 0.5mi W/O SR 407 F/E – 2; 63,925 *(Robotic Assisted Surgery)*
- US 1 WS 2.3mi S/O SR 405 F/N – 2; 84,413 *(Robotic Assisted Surgery)*
- US 1 WS 2.3mi S/O SR 405 F/S – 1; 77,547 *(Reducing Cost. Improving Healthcare. – Maternity, Women's Health)*
- US 1 WS 1.4mi S/O SR 405 F/S – 2; 65,656 *(Robotic Assisted Surgery)*
- US 1 WS 1.4mi S/O SR 405 F/S – 1; 57,181 *(Focused on the Future of Patient Care)*

Bus Wraps (Clear Channel – Contact: Joe Schmitt)
Not audited by Geopath and no estimate at this time when data will be available.

- Bus 1 (MEL0012222)
- Bus 2 (1086572-MEL)

Summary of Total Impressions	**5,177,790**

News Releases Issued by Parrish	**182,000**

- 6.2.25 – BBN (National Patient-Safety Advocate Five Nurses Week Presentation at Parrish; Best-Selling Author Sorel King); (Parrish Announces Community Support Group Schedule for June; at Various Locations in North Brevard) ****40,000**
- 6.6.25 – Happenings (Parrish Healthcare and United Healthcare Reach New Multi-Year Contract Agreement); Parrish Healthcare Open Interviews) ****5,500**
- 6.6.25 – Hometown News (Parrish Healthcare to Open New North Titusville Center)
- 6.9.25 – BBN (Jess Parrish Medical Foundation Awards 28 Scholarships to Aspiring Health Care Professionals in North Brevard) ****40,000**
- 6.13.25 – Happenings (Parrish Early Care and Education Program Celebrated VPK Class of 2025) ****5,500**
- 6.13.25 – Hometown News (Parrish healthcare Remains in Network with United Healthcare)
- 6.16.25 – BBN (Parrish Healthcare Donates Lifesaving AED to LifePointe Ministries and Provides On-Site Training to Team) ****40,000**
- 6.20.25 – Hometown News (Parrish Celebrates VPK Class of 2025 in Titusville)
- 6.20.25 – Happenings (Parrish Healthcare Open Interviews) ****5,500**
- 6.27.25 – Happenings (Advanced Robotic Technology at Parrish Healthcare is Helping to Protect Patients, Their Families and Hospital Staff from Infection) ****5,500**
- 6.30.25 – BBN (Parrish healthcare Announces Community Support Group Schedule for July; Meetings Set for Various Locations) ****40,000**

****Editions not included under Print Advertising/Impression section**

News Releases Issued by Others	**NA**

- No New Releases by Others in June

Creative Examples

GRAPHICS OF ADS FOR THE MONTH

PRINT ADS

Parrish Healthcare Center at Port St. John

Your Community Healthcare Center

Your Health, Our Mission

Parrish Healthcare Center at Port St. John is proud to serve all of your health care needs. Here you will experience convenient access to superior outpatient services, multi-specialty physicians, digital imaging services and more within a one-of-a-kind LEED certified "green" healing environment.

5005 Port St. John Parkway, Port St. John, FL 32927
Located just east of I-95 (Exit 208) on Port St. John Parkway

This location offers the following services and more:

- Urgent Care Center
- Community Conference Center
- Laboratory Services
- Parrish Medical Group Physicians
  - Cardiovascular
  - Endocrinology
  - Occupational Health
  - Orthopedics & Sports Medicine
  - Pain Management
  - Podiatry
  - Primary Care
- Parrish Sleep Disorders Center
- Diagnostic Imaging Services
  Now Offering Weekend Appointments!
  - Bone Density DEXA
  - Computed Tomography (CT)
  - Echovascular Ultrasound, X-Ray
  - Magnetic Resonance Imaging (MRI)
  - Mammography
  - Ultrasound
- Rehabilitation Services
  - Occupational Therapy
  - Physical Therapy
  - Speech Therapy

Visit parrishhealthcare.com or call 321-268-6868 to learn more

PARRISH HEALTHCARE

Cleveland Clinic Connected

Healing Families—Healing Communities®

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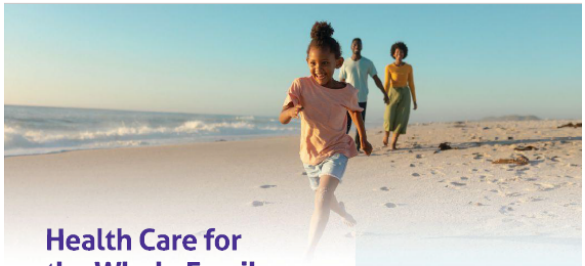


Health Care for the Whole Family

In the 60-plus year history of Parrish Medical Center | Parrish Healthcare, we've delivered three generations of babies—and cared for their parents and grandparents. We've grown with Brevard County, starting out as a 28-bed hospital and evolving into a national leader in providing healing health care environments and providing high-quality, compassionate care.

Parrish Healthcare is your gateway to prevention, diagnosis and treatment of medical conditions. We are your advocates and guides for your care. We are your Care Partners.

Visit parrishhealthcare.com

Parrish Medical Center has earned The Joint Commission's Gold Seal of Approval.

Convenient, Quality Services

Parrish Healthcare has services throughout Brevard County. Find the care you need, close to home.

- Board Certified Physicians
- First U.S. Member of Cleveland Clinic Connected
- Nationally recognized 210-bed not-for-profit, public hospital
- Newly designed health care centers, nationally recognized as the model for patient and family-centered care
- Electronic access to medical records, appointments, bill paying and more through MyHealth Portal

PARRISH HEALTHCARE

Cleveland Clinic Connected

Healing Families—Healing Communities®

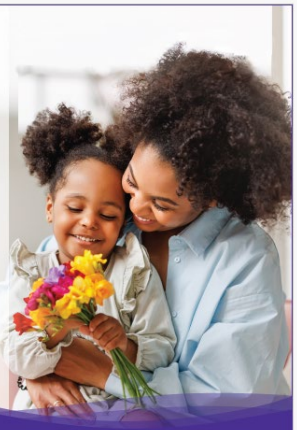
PARRISH HEALTHCARE WOMEN'S HEALTH

COMPASSIONATE CARE FOR EVERY STAGE OF WOMANHOOD

Whether you need maternity care or a complex surgical procedure, we have all the services you need for every phase of life. Right here, close to home.

- Gynecology
- Gynecologic Surgery
- Pregnancy and Birthing
- Reproductive Medicine
- Mammography and Imaging
- Menopause

Visit parrishhealthcare.com/womenshealth



PARRISH HEALTHCARE

Cleveland Clinic Connected

Healing Families—Healing Communities®

Advanced Robotic Surgery Right here, close to home.

Minimally invasive, robotic-assisted surgery

What is the da Vinci® Xi™ Surgical System?

With the da Vinci Surgical System, your Robotic Surgery Care Partners perform complex, minimally invasive surgical procedures through tiny incisions.

With the da Vinci system, your surgeon:

- Stays with you in the operating room and uses his or her hands to control a camera and surgical instruments to perform the procedure.
- Views the entire operation in 3DHD, giving your surgeon a crystal clear view of the surgical area that is magnified 10 times to what the human eye sees.
- Uses tiny instruments that move like a human hand, but with an even greater range of motion. The system's built-in tremor-filtration technology helps your surgeon move each instrument with smooth precision.

Why should you choose robotic-assisted surgery?

People choose surgery with the da Vinci system for a variety of reasons, such as less blood loss, shorter hospital stays and faster recovery.

As a leader in the field, we look forward to continuing to provide minimally invasive surgical options to our community.

Visit parrishhealthcare.com/roboticsurgery

The da Vinci® Xi™ Surgical System can be used for the following procedures:

Colorectal
- Colon resection
- Rectal resection

General Surgery
- Hernia repair
- Gallbladder surgery

Gynecology
- Endometriosis resection
- Benign hysterectomy
- Hysterectomy for cancer
- Fibroid removal (myomectomy)

Urology
- Kidney surgery
- Prostate surgery

PARRISH HEALTHCARE | Cleveland Clinic Connected

Healing Families—Healing Communities®

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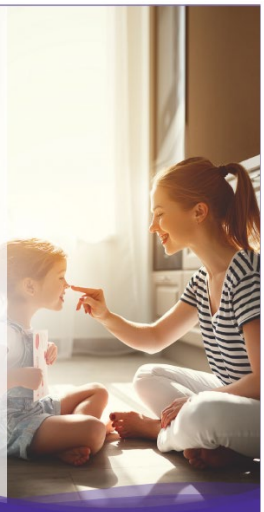


Visit parrishhealthcare.com/womenshealth

PARRISH HEALTHCARE | Cleveland Clinic Connected

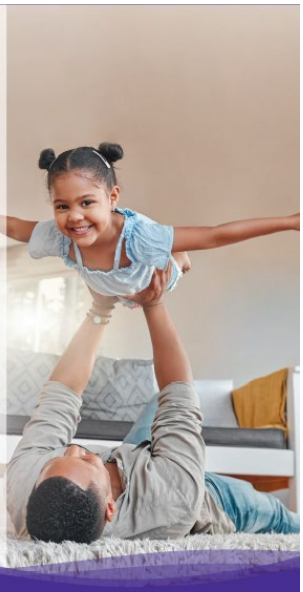
Healing Families—Healing Communities®

PARRISH HEALTHCARE MEN'S HEALTH

COMPASSIONATE CARE FOR THE DADS WE LOVE

This Father's Day, Parrish Healthcare celebrates the strength, love and dedication of dads everywhere! Dad's health matters—not just for him, but for everyone who counts on him. Take your first step today and let us support your journey to wellness.

- Annual Wellness Exams
- Blood Pressure and Cholesterol Checks
- Diabetes Screenings and Management
- Heart Health Assessments
- Injury Prevention and Joint Health
- Prostate Health and PSA Screenings
- Sleep Health and Fatigue Evaluations



Find a provider and learn more about our services today! Visit parrishhealthcare.com

PARRISH HEALTHCARE | Cleveland Clinic Connected

Healing Families—Healing Communities®

PARRISH HEALTHCARE WOMEN'S HEALTH

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- Gynecologic Surgery
- Pregnancy and Birthing
- Reproductive Medicine
- Mammography and Imaging
- Menopause

Visit parrishhealthcare.com/womenshealth

PARRISH HEALTHCARE | Cleveland Clinic Connected

Healing Families—Healing Communities®

COMMUNITY SUPPORT GROUP SCHEDULE
A.W.A.K.E. Sleep Support Group
Meets the second Monday monthly, 6-7:30 PM
Parrish Healthcare Center
Manatee Conference Room 5005
Port St. John Parkway, Port St. John
Contact our Sleep Center team at 321-268-6408
Cancer and Survivor Support Group
Meets the third Wednesday monthly, 4-5:30 PM
Heritage Hall, Parrish Health Village
931 North Washington Avenue, Titusville
Contact Shannon Luker at 321-268-3544
Caring for Caregivers Support Group
Meets the second and fourth Thursday monthly
9:30-11:30 AM
Heritage Hall, Parrish Health Village
931 North Washington Avenue, Titusville
Contact Janet Rooks at 321-268-6800
Early Steps Community Play Date
Meets the fourth Wednesday monthly, 9-10:30 AM
The Children's Center
5650 South Washington Avenue, Titusville
Contact Mary Cancel at 321-292-1370
Fearless Café
Presented by St. Francis Reflections Life Stages Care and Parrish Medical Center
Meets the first Wednesday monthly, 10-11 AM
Heritage Hall, Parrish Health Village
931 North Washington Avenue, Titusville
Contact Janet Rooks at 321-268-6800
Kidney Smart Class
Meets the last Thursday monthly, 1-2:30 PM
Heritage Hall, Parrish Health Village
931 North Washington Avenue, Titusville
Contact Jackie Torres at 321-383-1245
Mom's Support Group
Meets Mondays, 10-11 AM
The Children's Center
5650 South Washington Avenue, Titusville
Contact Melinda at Melinda.Hodges@parrishmed.com
Parkinson's Support Group
Meets the second Tuesday monthly, 11:15 AM-12:15 PM
Parrish Health & Wellness Center
3065 Columbia Boulevard, C-104, Titusville
Contact Barbara Fradkin 321-345-1031 or Brevard Parkinsons.org
parrishhealthcare.com/parkinsonsupport
Stroke and Heart Failure Survivors Support Group
Meets the third Tuesday monthly, 2-4 PM
Heritage Hall, Parrish Health Village
931 North Washington Avenue, Titusville
Contact Janet Rooks at 321-268-6800
Tools to Quit - Quit Smoking
Meets the last Tuesday monthly, 5:30-7:30 PM
Parrish Medical Center, Conference Room 6
951 North Washington Avenue, Titusville
Facilitated by Jennifer Wolowitz, Tobacco Free Florida
407-889-2292 ext. 102
Visit parrishhealthcare.com/events for information and to register
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DIGITAL ADS

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WOMEN'S HEALTH
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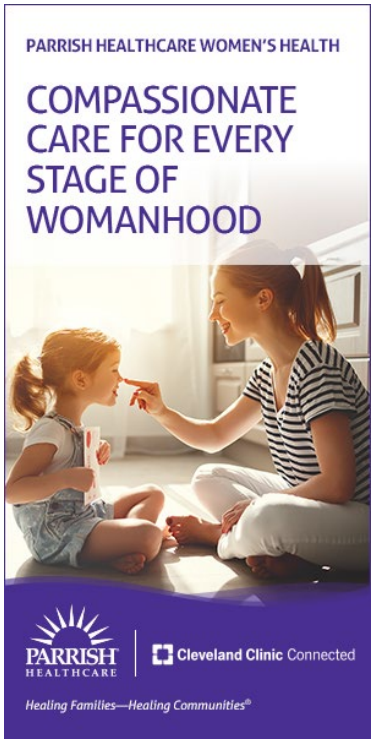
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BILLBOARDS

FOCUSED ON
THE FUTURE OF
PATIENT CARE

Robotic-Assisted
Surgery

Reducing
costs.
Improving
healthcare.

FOCUSED ON
THE FUTURE OF
PATIENT CARE

Reducing
costs.
Improving
healthcare.

FOCUSED ON
THE FUTURE OF
PATIENT CARE

Robotic-Assisted
Surgery

Your deserves the best.
Meet Our Expert Cardiologists!
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Cleveland Clinic Connected
LAMAR

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Trusted Care for Mom and Baby.
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