

## JOINT VENTURE AGREEMENT

**THIS JOINT VENTURE AGREEMENT** is entered into effective as of the <sup>20~~1~~2</sup> day of July, 2011, by and among **NUVISTA HEALTHCARE INVESTORS, LLC**, a Florida limited liability company ("**Nuvista**"); **JMC POST-ACUTE SERVICES, INC.**, a Florida business corporation ("**JPAS**") and subsidiary of **JUPITER MEDICAL CENTER**, a Florida not-for-profit corporation ("**JMC**"). Nuvista, JPAS and JMC are individually referred to, from time to time, as a "**Party**" and, collectively, as the "**Parties.**"

### RECITALS

**WHEREAS**, Nuvista and JPAS believe it is in their respective best interests to enter into a joint venture arrangement with respect to M.T. Health Center, LLC, a Florida limited liability company (the "**Company**"), to administer and operate a combined post-acute healthcare campus which may be comprised of a skilled nursing facility, an assisted living facility, neurological/Alzheimer/memory impaired center(s), and commercial healthcare related facilities, including the following: hyperbaric outpatient clinic, CRO, in-patient and out-patient rehabilitation, and home health services (each, a "**Facility**" and collectively, the "**Facilities**") located in Jupiter, Florida;

**WHEREAS**, in exchange for its respective Membership Interests in the Company, JMC will contribute to the Company an un-appealable certificate-of-need ("**CON**") (a copy of which is attached hereto as Exhibit A), for the Facilities (the "**JMC Contribution**"), which will include the transfer to the Company of sixty (60) of the currently licensed one hundred twenty (120) skilled nursing beds (the "**CON Beds**") being operated by JMC Pavilion, Inc., a Florida not-for-profit corporation, known as the "Pavilion at Jupiter Medical Center" (the "**Pavilion**") (the Pavilion's remaining sixty (60) skilled nursing beds not included in the transfer of the CON Beds shall be referred to herein as the "**Remaining Beds**");

**WHEREAS**, in exchange for its respective Membership Interest in the Company, Nuvista will contribute to both the Company and Jupiter HRE Investments, LLC ("**JHRE**"), a sufficient amount of capital to construct and develop the Facilities; and

**WHEREAS**, by separate agreement entered into as of the date hereof (a copy of which is attached hereto as Exhibit B), JHRE and the Company will execute a Lease Agreement whereby JHRE will lease the land and the improvements upon which the Facilities will be built to the Company.

**NOW, THEREFORE**, in consideration of the mutual agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

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AGREEMENT

**ARTICLE I  
OPERATION OF JOINT VENTURE COMPANY**

1.1 *Purpose.* As described above, the Parties desire to enter into a partnership through the ownership of the Company, the purpose of which shall be to administer and operate a combined post-acute healthcare campus comprised of the Facilities located in Jupiter, Florida.

1.2 *Company Formation.* Upon the execution of this Agreement, the Parties will execute and deliver to each other the Amended and Restated Operating Agreement of the Company attached hereto and made a part hereof as Exhibit C (the “**Operating Agreement**”), and the Contribution Agreement attached hereto and made a part hereof as Exhibit D (the “**Contribution Agreement**”). JPAS hereby acknowledges that Nuvista has already contributed a substantial amount of capital to the Company and JHRE for the development and construction of the Facilities. Consistent with the terms of this Agreement and the Operating Agreement, it is anticipated that Nuvista will be required to contribute additional capital to the Company and JHRE to complete the development and construction of the Facilities. The Parties acknowledge and agree to the following estimated capital contributions for purposes of the Contribution Agreement and agree to the following estimated values attributable to Nuvista’s and JPAS’s respective ownership in the Company for purposes of the Operating Agreement:

CON/Beds	\$3,600,000 <sup>1</sup>	N/A
Cash	N/A	\$18,246,504 <sup>2</sup>
<b>Valuation Totals:</b>	<b>\$3,600,000</b>	<b>\$18,246,504</b>

In addition to the above, the Parties shall negotiate diligently and in good faith to identify the various obligations and liabilities, if any, of the Parties to be assumed by the Company prior to or after the Closing.

Although the value assigned to Nuvista’s cash contribution is based on a good faith estimate of the overall development and construction costs of the Facilities as of the date of this Agreement, it is agreed by the Parties that such value is only estimate and may increase or decrease during

<sup>1</sup> This figures is calculates based on sixty (60) beds comprising the JMC Contribution at a value of \$60,000 per bed.

<sup>2</sup> It is understood and agreed that this figure represents an estimate of the total amount of cash that Nuvista shall contribute to the Company and to JHRE to construct and develop the Facilities. The amounts of cash to be contributed by Nuvista to either the Company or JHRE to complete the development and construction of the Facilities shall be determined in Nuvista’s sole discretion. Thus, it is understood and agreed that the actual cash contribution to the Company is unknown at this time and may be more or less than the aggregate estimated figure used herein.

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the pendency of development and construction of the Facilities. As such, the Parties acknowledge and agree that, subject to the terms of the Operating Agreement, their respective ownership interests and percentages of ownership in the Company may increase or decrease until such time as the development and construction of the Facilities is complete and final. It is agreed that JPAS's ownership percentage in the Company as of the date hereof is estimated to be sixteen and forty-seven hundredths percent (16.47%). It is further agreed that should JPAS's ownership percentage in the Company as reflected in the Operating Agreement be reduced by more than ten percent (10%) (a "Dilution Event") during the Initial Put Period, then JPAS shall have the following options, the terms and conditions of which are set forth in the Operating Agreement: (i) JPAS will have the right to exercise its put option and require the Company to repurchase JPAS's ownership interest in the Company; or (ii) JPAS shall have the right to withdraw as a member of the Company and this Agreement and all rights and obligations hereunder shall automatically terminate. Notwithstanding the foregoing options, subject to the terms of the Operating Agreement, should the Company or JHRE require additional capital from Nuvista which would trigger a Dilution Event, then the Parties agree that at Nuvista's option, the Company may issue debt instruments, obtain financing or enter into loan facilities in lieu of making such additional capital contributions and thereby avoiding a Dilution Event.

1.3 *Management Agreement.* Upon the Closing, Nuvista shall cause Palm Health Partners, LLC, a Florida limited liability company ("**PHP**"), to execute and deliver to the Company, and the Parties (in their capacity as Members of the Company) shall cause the Company to execute and deliver to PHP, the Management Agreement attached hereto and made a part hereof as Exhibit E (the "**Management Agreement**"). The Company shall have the right to terminate or not to renew the Management Agreement if PHP is in material breach of the Management Agreement (subject to applicable notice and cure periods as stated therein).

1.4 *Quality Assurance Director.* JPAS shall select (and shall have the right to replace) in its sole discretion, and the Company shall hire at its sole cost and expense, a Quality Assurance Director to oversee quality compliance and quality assurance of the nursing operations provided at the Facilities and to assure such nursing operations are in compliance with the quality assurance, regulatory and industry standards.

1.5 *Ancillary Agreements.* From the date hereof and until the Closing, the Parties shall negotiate diligently and in good faith with respect to all other agreements, documents and instruments necessary to consummate the various transactions contemplated hereunder including, but not limited to the CON, Operating Agreement, Contribution Agreement and Management Agreement (collectively, the "**Transaction Documents**").

1.6 *Employees.* An Affiliate of PHP ("**PHP Affiliate**") shall hire the employees working at the Facilities and will lease them to the Company at cost. Employees that will be unable to remain at the Pavilion may be interviewed by a committee consisting of one (1) JPAS representative and one (1) or more PHP Affiliate representatives (collectively, the "**Review Committee**") for positions and at compensation levels consistent with those then being provided by JMC. The Review Committee shall conduct customary and normal due diligence on the training, background and qualifications of such employees, and the Review Committee shall make hiring decisions based upon such due diligence in its reasonable discretion. For those employees that do not remain at the Pavillion and are hired by PHP Affiliate, PHP Affiliate will

provide comprehensive and competitive benefits and establish terms and conditions of employment, which shall be generally consistent with those offered by JMC. PHP Affiliate will honor prior service credit and tenure under current JMC's welfare plans for purposes of satisfying pre-existing condition limitations in PHP Affiliate's welfare benefit plans. Where JMC has prior qualified retirement programs, PHP Affiliate will honor prior length of service for purposes of eligibility and vesting in PHP Affiliate's retirement benefit plans, but shall not make contributions to such plans with respect to prior service. For purposes of this Agreement, "*Affiliate*" means (i) a natural person who is a Member of the Company (each, a "*Member*") or who is a member of a Member's immediate family, or (ii) a legal entity that is owned or controlled by a Member or is owned or controlled by a natural person who is related by blood or marriage to a Member, or (iii) another natural person or entity that controls, is controlled by, or is under common control with a Member.

1.7 *Government Programs.* Nothing in this Agreement or any other agreements among any of the Parties or their respective Affiliates requires any party or Affiliate of any party to refer any Government Program patient to any other party or Affiliate of any party or to any other healthcare provider. It is the intent of the Parties to conduct their business in full and strict compliance with applicable federal, state and local law, including 42 U.S.C. § 1395nn and the Medicare Fraud and Abuse Amendments to the Social Security Act, 42 U.S.C. §§ 1320a-7a and b. For purposes of this Agreement, Government Program includes the Medicare Program, Medicaid Program and other state health care programs that are federally approved or funded and defined as "government health programs" in the Medicare Fraud and Abuse Amendments to the Social Security Act, 42 U.S.C. § 1320a-7a and b.

1.8 *Press; Advertising.* Each Party shall coordinate, consult and work with the others Parties on: (a) all press releases or other public or private announcements relating to this Agreement or the transactions contemplated by this Agreement; and (b) all joint media relations and joint advertising related to the Facilities. Neither Party will issue any such press release or such other publicity without the prior consent of the other Parties, which consent will not be unreasonably withheld. The Parties' each hereby grants the others a non-exclusive, royalty-free, worldwide license (without the right to grant sublicenses) to use its Marks (as defined herein) for the limited purpose of advertising the Facilities and the services which are provided thereat; provided, however, that no Party shall make use of another Party's Marks in advertising material unless the form and content of such advertising material has been approved in advance by the owner of the Marks (which approval shall not be unreasonably withheld), and provided further that such license shall terminate if a Party ceases to be a member of the Company. For purposes of this Agreement, "*Marks*" means any registered or unregistered word, name, symbol or device or any combination thereof, adopted and used by a Party to identify its goods and services and distinguish them from others, together with all registrations and applications for registration therefore, and all goodwill associated therewith.

1.9. *Notice of Default or Event of Default.* If Nuvista or their Affiliates becomes aware of a default or an event of default with respect to the Company or Facilities (as defined in any financing agreements to which Nuvista is a party), Nuvista shall, within forty-eight (48) hours thereafter, provide JPAS written notice of such default or event of default (with all copies of all correspondence and documents to or from the lender with respect thereto) and thereafter, shall provide JPAS with copies of all correspondence and documents to or from the lender with

respect thereto within forty-eight (48) hours after their dispatch or receipt (as the case may be). In the case of an event of default, then, in addition to providing the foregoing correspondence and documents, Nuvista also shall: (a) schedule all meetings and/or discussions with the lender related to the event of default or the remediation thereof ("Remediation Discussions") at least twenty-four (24) hours in advance of the time they are scheduled to occur; (b) provide JPAS notice of the time, place (and, if applicable, teleconference access information) of all Remediation Discussions at least twenty-four (24) hours before they are scheduled to occur; and (c) permit JPAS to attend in person or telephonically all such Remediation Discussions.

1.10. *Transfer of CON Beds.* The Parties acknowledge and agree that JPAS's contribution of the CON Beds to the Company will be recorded on the books of the Company as an intangible asset, and the capital account of JPAS will be credited in an equal amount. From and after the Closing, the Company may transfer or sell some or all of the CON Beds to another party. The Parties agree that such a transfer will increase the Company's cash account by the amount of the sale proceeds, and the value attributed to intangible asset (e.g., the CON Beds) would be reduced by the same amount. The transfer will not, however, result in a dilution of JPAS's equity in the Company.

1.11 *Right of First Refusal for Remaining Beds.* If either JMC or the Pavilion intends to sell all or part of the Remaining Beds ("**Bed Transfer Transaction**"), Nuvista shall have a right of first refusal (a "**Nuvista Right**") to purchase the Remaining Beds offered for sale on the following terms and conditions:

1.11.1 Notice; Exercise. JMC shall provide Nuvista with written notice of its or the Pavilion's intent to sell all or part of the Remaining Beds (a "**Transfer Notice**"). Upon receipt of a Transfer Notice, the Nuvista Right shall be exercised by Nuvista, if at all, by sending JMC a written notice within thirty (30) days following the receipt of a Transfer Notice (the "**Transfer Option Period**") informing JMC of Nuvista's intent to exercise its Nuvista Right.

1.11.2 Closing. If Nuvista exercises its Nuvista Right as set forth in this Section 1.11, then, unless otherwise agreed by JMC, the consummation and closing of the right of first refusal sale of Remaining Beds shall take place sixty (60) days following the date on which Nuvista exercises its Nuvista Right.

1.11.3 Failure to Exercise. If Nuvista fails to exercise its Nuvista Right within the Transfer Option Period, or if Nuvista provides JMC written notice during the Transfer Option Period of its intent not to exercise its Nuvista Right, then (i) JMC may sell the Remaining Beds identified in the Transfer Notice, provided, however, that JMC shall not sell the Remaining Beds to any party that intends to locate the Remaining Beds within a five (5) mile radius of the location of the Facilities; and (ii) the Nuvista Right shall terminate as to the Bed Transfer Transaction described in the Transfer Notice provided the Bed Transfer Transaction is consummated and closed within one hundred eighty (180) days following expiration of the Transfer Option Period. If Nuvista elects not to exercise its Nuvista Right with respect to a Bed Transfer Transaction described in a Transfer Notice or the Bed Transfer Transaction is not consummated and closed within one hundred eighty (180) days following expiration of the Transfer Option Period, Nuvista shall continue to have a Nuvista Right with respect to all subsequent Bed Transfer Transactions (including the delayed Bed Transfer Transaction).

**ARTICLE II  
PRE-CLOSING COVENANTS**

2.1 *Negotiation of Transaction Documents; Corporate Approvals.* In addition to the negotiation, execution and delivery of the Transaction Documents and the various covenants and agreements set forth herein, the Parties shall negotiate diligently and in good faith, and shall execute and deliver to each other as well as to any third parties any agreements, certificates, documents or instruments appropriate and necessary to consummate the transactions contemplated hereunder and in order to carry into effect the tenor and purpose of the agreements set forth herein. Each Party shall appoint one or more persons to represent such Party in connection with the activities provided hereunder. When appropriate, such agreements, certificates, documents or instruments shall be entered into in the name of, and become the property of, the Company, except as otherwise provided herein.

**ARTICLE III  
CONDITIONS TO CLOSING**

3.1 *Nuvista's Conditions to Closing.* The obligations of Nuvista to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment by the Parties or waiver by Nuvista, as of the Closing, of each of the following conditions:

3.1.1 *Nuvista's Obligations.* All obligations required by the terms of this Agreement to be performed by Nuvista at or before the Closing shall have been duly and properly performed.

3.1.2 *Government Approvals.* All consents (including the CON), approvals and actions of, filings with and notices to any governmental authority necessary to consummate the transactions contemplated hereby shall have been duly obtained, made or given and shall be in full force and effect, and all terminations or expirations of waiting periods imposed by any governmental authority necessary for the consummation of the transactions contemplated by this Agreement shall have occurred ("**Government Approvals**").

3.1.3 *Legal Event.* No Legal Event (defined below) shall have occurred giving rise to an Adverse Outcome (defined below) and Nuvista shall have not received an Opinion (defined below) related to an Adverse Tax Outcome (defined below).

3.1.4 *Delicensure Letter.* JMC shall have caused Pavilion to execute and deliver to the Agency for Health Care Administration the delicensure letter attached hereto as Exhibit F.

3.2 *JMC's and JPAS's Conditions to Closing.* The obligations of JPAS and JMC to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment by the Parties or waiver by JMC or JPAS, as of the Closing, of each of the following conditions:

3.2.1 *JMC's and JPAS's Obligations.* All obligations required by the terms of this Agreement to be performed by JMC or JPAS at or before the Closing shall have been duly and properly performed.

3.2.2 *Government Approvals.* All Governmental Approvals shall have been received or shall have occurred.

3.2.3 *Legal Events.* No Legal Event shall have occurred giving rise an Adverse Outcome.

3.1.4 *Licensure Letter.* Nuvista shall have executed and delivered to the Agency for Health Care Administration the licensure letter attached hereto as Exhibit G.

#### ARTICLE IV CLOSING; TERMINATION

4.1 *Closing.* The closing of the transactions contemplated hereunder (the “**Closing**”) shall occur at the offices of Eavenson & Kairalla, P.L., 2000 PGA Boulevard, Suite 3200, Palm Beach Gardens, FL 33408 on the earlier of the following to occur: (i) the satisfaction of the material conditions to closing set forth in Article III hereof or (ii) the waiver by Nuvista, JMC and/or JPAS, as the case may be, of any material condition to such Party’s obligations to closing set forth in Article III hereof.

4.2 *Termination.* This Agreement and the Parties’ obligations to consummate the transactions contemplated hereunder shall terminate as follows:

4.2.1 *By JMC and JPAS.*

4.2.1.1 In the event that there is a breach by Nuvista of any material provision of this Agreement and Nuvista fails to cure such breach, assuming such breach is subject to cure, within thirty (30) business days of receipt from JMC or JPAS of written notice of the material breach, JMC or JPAS may thereupon immediately terminate this Agreement and its various obligations hereunder, with the exception of those obligations that expressly survive termination of this Agreement.

4.2.1.2 Notwithstanding any other provision of this Agreement, if any portion of this Agreement, including any of the transactions or arrangements contemplated hereunder, in the good faith judgment of JMC, following receipt of a legal opinion of healthcare or not for profit counsel with a national reputation (the “**Opinion**”), will endanger the status of JMC or any of its Affiliates as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, (“**Adverse Tax Outcome**”) then JMC may cause JPAS to exercise its rights as set forth in Section 9.8 of the Operating Agreement. JMC shall give notice to Nuvista together with the Opinion, which shall set forth the potential Adverse Tax Outcome and legal counsel’s opinion that it is more likely than not that such Adverse Tax Outcome will result, and this Agreement, and all rights and obligations hereunder (except those that expressly survive termination of this Agreement), shall immediately terminate.

4.2.2 *By Nuvista.* In the event that there is a breach by JMC or JPAS of any material provision of this Agreement and JMC or JPAS fails to cure such breach, assuming such breach is subject to cure, within thirty (30) business days of receipt from Nuvista of written notice of the material breach, Nuvista may thereupon immediately terminate this Agreement and

its various obligations hereunder, with the exception of those obligations that expressly survive termination of this Agreement.

4.2.3 *By Either Party.* Notwithstanding any other provision of this Agreement, if the governmental agencies that administer the Medicare, Medicaid or other federally funded programs (or their representatives or agents), or any other federal, state or local governmental or non-governmental agency, or any court or administrative tribunal passes, issues or promulgates any law, rule, regulation, standard, interpretation, guidance, order, opinion, decision or judgment, including, but not limited to, those relating to any regulations pursuant to state or federal anti-kickback or self-referral statutes (collectively or individually, a “**Legal Event**”), which, in the good faith judgment of one Party (the “**Noticing Party**”) following receipt of a legal opinion of health care counsel with a national reputation (the “**Opinion**”), will cause this Agreement or the arrangement contemplated hereby to materially and adversely affects either Party’s licensure, accreditation, certification or ability to refer, to accept any referral, to bill, to claim, to present a bill or claim, or to receive payment or reimbursement from any federal, state or local governmental or non-governmental payer, or which subjects the Noticing Party to a risk of prosecution or civil monetary penalty (an “**Adverse Outcome**”), then, as to JMC or JPAS, JMC may cause JPAS to exercise its rights as set forth in Section 9.8 of the Operating Agreement, and as to Nuvista, Nuvista may give JMC and JPAS notice of intent to amend or terminate this Agreement in accordance with this Section 4.2.3. The Noticing Party shall give notice to the other Party together with the Opinion, which shall set forth the following information: (i) the Legal Event(s) giving rise to the notice; (ii) the Adverse Outcome resulting from the Legal Event(s) as to the Noticing Party and legal counsel’s opinion that it is more likely than not that such Adverse Outcome will result; (iii) and solely in the case of Nuvista as the Noticing Party, Nuvista’s proposed amendment(s) to this Agreement. In the case Nuvista is the Noticing Party, the Parties shall use their commercially reasonable good faith efforts to restructure their relationship to avoid the Adverse Outcome resulting from the Legal Event and, to the extent possible, to preserve the existing financial and business relationships between the Parties. In the case JPAS is the Noticing Party, this Agreement, and all rights and obligations hereunder (except those that expressly survive termination of this Agreement), shall immediately terminate.

4.3 *By Either Party.* Either Party may terminate this Agreement, if a Closing has not occurred on or before December 31, 2011.

4.4 *Withdrawal of JPAS.* This Agreement shall automatically terminate in the event JPAS withdrawals from the Company in the manner set forth in the Operating Agreement.

4.5 *Effect of Termination.* The termination of this Agreement shall not otherwise impair the rights or remedies available to a Party hereto with respect to the breach or default by the other Party of any provision of this Agreement, whether such rights or remedies arise by reason of this Agreement, in equity or at law.

## ARTICLE V MISCELLANEOUS

5.1 *Notices.* All notices, requests, claims, demands and other communications required under this Agreement shall be in writing and shall be given or made (and shall be

deemed to have been duly given or made upon receipt) by delivery in person, by courier service, by facsimile or by registered or certified mail (postage prepaid, return receipt requested) to the respective Party at the addresses set forth in the Operating Agreement.

5.2 *Assignment.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. Neither Party shall assign its rights and obligations under this Agreement without the prior written consent of the other Party.

5.3 *Amendment or Modification.* This Agreement may be amended or modified, and the terms and conditions hereof may be waived, only by a written instrument signed by Nuvista and JMC.

5.4 *Governing Law.* This Agreement and any amendments to this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute or litigation arising hereunder or in connection herewith shall lie in the courts of Palm Beach County, Florida.

5.5 *Indemnification.*

5.5.1 *By Nuvista.* Nuvista will indemnify and hold harmless from and against any and all claims, damages, expenses, fees, liabilities or obligations suffered or incurred by JMC, its members, officers, directors, employees, counsel and agents arising out of, due to or resulting from the breach or default by Nuvista of any covenant or agreement of Nuvista hereunder.

5.5.2 *By JMC.* JMC will indemnify and hold harmless from and against any and all claims, damages, expenses, fees, liabilities or obligations suffered or incurred by Nuvista, its members, officers, directors, employees, counsel and agents arising out of, due to or resulting from the breach or default by JMC of any covenant or agreement of JMC hereunder.

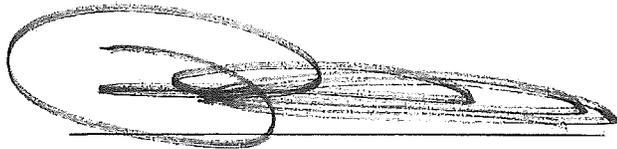
5.6 *Defined Terms.* Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Operating Agreement or the Management Agreement, as the case may be. In addition to the above, the Operating Agreement, Management Agreement and Contribution Agreement are referred to, collectively, as the "Transaction Documents."

5.7 *Survival.* The provisions of this Article V shall survive the expiration or termination of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year first written above.

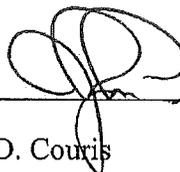
**NUVISTA HEALTHCARE INVESTORS,  
LLC**



By: MTW Investment Management, LLC, as  
its Manager

Print Name: Paul M. Walczak, as its Manager

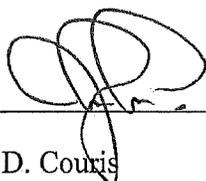
**JUPITER MEDICAL CENTER**



By: John D. Couris

Its: President and Chief Executive Officer

**JMC POST-ACUTE SERVICES, INC**



By: John D. Couris

Its: President and Chief Executive Officer

**EXHIBIT A**  
**CERTIFICATE OF NEED**  
**[ATTACHED]**

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**EXHIBIT B**  
**LEASE AGREEMENT**  
**[TO BE REVIEWED BY JUPITER AND ATTACHED]**

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**EXHIBIT C**  
**OPERATING AGREEMENT**  
**[ATTACHED]**

**RECEIVED**  
**OCT 17 2014**  
**PLANNING & ZONING**

## CONTRIBUTION AGREEMENT

This ~~CONTRIBUTION~~ AGREEMENT ("Agreement") is entered into effective as of the ~~20~~ day of July, 2011, by and among **NUVISTA HEALTHCARE INVESTORS, LLC**, a Florida limited liability company ("Nuvista"), **M.T. HEALTH CENTER, LLC**, a Florida limited liability company ("Company"), **JMC POST-ACUTE SERVICES, INC.**, a Florida business corporation ("JPAS") and subsidiary of **JUPITER MEDICAL CENTER**, a Florida not-for-profit corporation ("JMC"). Nuvista, Company, JPAS and JMC are individually referred to, from time to time, as a "Party" and, collectively, as the "Parties."

## RECITALS

**WHEREAS**, the Parties desire that JMC contribute to Company an un-appealable certificate-of-need ("CON") for the combined post-acute healthcare campus which may be comprised of a skilled nursing facility, an assisted living facility, and a neurological center (each, a "Facility" and collectively, the "Facilities") located in Jupiter, Florida, which will include the transfer to Company of sixty (60) of the currently licensed one hundred twenty (120) skilled nursing beds being operated by JMC Pavilion, Inc., a Florida not-for-profit corporation, known as the "Pavilion at Jupiter Medical Center" (the "Pavilion") (the "CON Beds");

**WHEREAS**, Company is in need of capital to cover certain obligations of Company necessary to complete the construction and development of the Facilities, as well as to provide for the start-up working capital needs of Company;

**WHEREAS**, the Parties desire that Nuvista make a capital contribution to Company and/or to Jupiter HRE Investments, LLC, a Florida limited liability company ("JHRE"), in an amount equal to \$18,246,504 for the construction and development of the Facilities (the "Capital Contribution"); and

**WHEREAS**, the Parties desire to enter into this written agreement to provide a full statement of each Party's respective rights and responsibilities during the term of this Agreement.

**NOW, THEREFORE**, in consideration of the above recitals, the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Contribution Obligation.

1.1 Nuvista Contribution. Nuvista hereby agrees to contribute to Company the Capital Contribution.

1.2 Contribution Date. The Parties acknowledge that the Capital Contribution to be made by Nuvista has been delivered to Company as of the date hereof and as required by that certain Joint Venture Agreement of even date herewith by and among Nuvista, JMC and JPAS (the "Joint Venture Agreement").

1.3 JMC Contribution. No later than sixty (60) days from the date the Company receives a certificate of occupancy for the Facilities from the local government authorities, JMC shall contribute the CON Beds to Company.

1.4 Percentage Interests. Subject to the adjustments contemplated in the Joint Venture Agreement and the Amended and Restated Operating Agreement of the Company dated July \_\_\_\_, 2011 (the "**Operating Agreement**"), if any, in exchange for the Capital Contribution, Nuvista will receive an **eighty-three and fifty-three hundredths percent (83.53%)** percentage interest in Company, and in exchange for contributing the CON Beds to the Company, JPAS will receive a **sixteen and forty-seven hundredths percent (16.47%)** percentage interest in Company.

2. Representations of Company.

2.1 Status. Company is a duly organized limited liability company, validly existing and in good and active status under the laws of the State of Florida, and Company owns and operates the Facilities.

2.2 Authorization. Company has all requisite power and authority to execute and enter into this Agreement. The execution, delivery and performance by Company of this Agreement has been duly authorized by all necessary action on the part of Company, and, assuming due authorization, execution and delivery by Nuvista, JPAS and JMC, this Agreement, when executed and delivered by Company to Nuvista, JPAS and JMC, shall be a legal, valid and binding agreement of Company, enforceable against Company in accordance with its terms.

2.3 No Conflict. The execution, delivery and performance of this Agreement does not and will not violate any obligation of Company under any other instrument or agreement to which Company is a party or by which Company is bound.

2.4 Absence of Adverse Proceedings. Neither the execution and/or delivery of this Agreement nor the consummation of the transactions contemplated herein violate any order, writ, injunction, judgment or decree of any federal, state or local court, department or agency to which Company is a party or by which Company is bound.

3. As Is Condition.

JMC will transfer the CON Beds to Company, and Company will accept the CON Beds from JMC, as of the Closing Date, "AS IS, WHERE IS, AND WITH ALL FAULTS" and "WITH NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE," any and all of which warranties (both express and implied) JMC hereby disclaims.

4. Indemnification.

4.1 Indemnification by Company. Company shall indemnify, defend and hold harmless Nuvista, JMC and JPAS, and any of their respective shareholders,

affiliates, directors, officers, employees, agents, representatives, counsel and successors, from and against all claims, causes of action, damages, suits, liabilities, costs and expenses asserted against or incurred by Nuvista, JMC and JPAS, or any of their respective shareholders, affiliates, directors, officers, employees, agents, representatives, counsel and successors, resulting from or arising out of any breach by Company of any warranty, representation or covenant set forth in this Agreement.

4.2 Survival. All representations and warranties contained in Section 2 of this Agreement, and the indemnification provisions contained in this Section 4, shall continue to be fully effective and enforceable following the Closing Date for one (1) year and shall thereafter be of no further force and effect.

5. Miscellaneous Provisions.

5.1 Assignability. This Agreement and the rights and obligations of any Party hereunder are not assignable without the prior written consent of the other Parties hereto. Except as provided above, any attempted assignment or delegation of a Party's rights, claims, privileges, duties or obligations hereunder shall be null and void and of no force or effect.

5.2 Notices. All notices which a Party is required or may desire to give to the other shall be in writing, and shall be deemed to have been duly given on the date of delivery if delivered in person to the Party named below, or three (3) business days after mailing if by certified or registered mail, return receipt requested, postage and postal charges prepaid, addressed as follows:

If to Company: M.T. Health Center, LLC  
2979 PGA Blvd. Suite 201  
Palm Beach Gardens, FL 33410  
Attention: President

If to Nuvista: Nuvista Healthcare Investors, LLC  
2979 PGA Blvd. Suite 201  
Palm Beach Gardens, FL 33410  
Attention: President

If to JMC: Jupiter Medical Center, Inc.  
1210 S. Old Dixie Highway  
Jupiter, Florida 33458  
Attn: President/CEO

If to JPAS: Jupiter Post-Acute Services, Inc.  
c/o Jupiter Medical Center, Inc.  
1210 S. Old Dixie Highway  
Jupiter, Florida 33458  
Attn: President/CEO

or to such other address(es) or person(s) as may be designated by any Party from time to time in accordance with this Section 6.3.

5.3 Successors and Assigns. This Agreement and the rights, privileges, duties and obligations of the Parties hereunder, to the extent assignable, shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

5.4 Integration; Modification. The execution and delivery of this Agreement by the Parties has not been induced by any representations, statements, warranties or agreements other than those herein expressed. This Agreement embodies the entire understanding of the Parties, and there are no other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof. This Agreement may be modified or supplemented only by a written instrument executed by all of the Parties hereto.

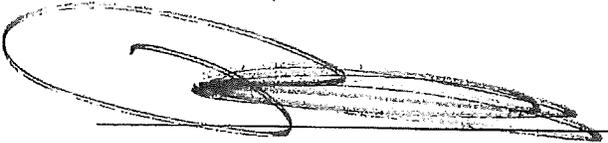
5.5 Further Assurances. Each Party agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the agreements contained herein in the manner contemplated hereby.

5.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

\* \* \* \*

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first written above.

**NUVISTA HEALTHCARE  
INVESTORS, LLC**



By: MTW Investment Management, LLC,  
as its Manager

Print Name: Paul M. Walczak, as its  
Manager

**JUPITER MEDICAL CENTER**



By: John D. Couris

Its: President and Chief Executive Officer

**JMC POST-ACUTE SERVICES, INC**



By: John D. Couris

Its: President and Chief Executive Officer

**M.T. HEALTH CENTER, LLC**



By: \_\_\_\_\_

Print Name: Paul Walczak

Its: Manager

Print Title: Manager