

AFFILIATION AGREEMENT BETWEEN  
THE SCRIPPS RESEARCH INSTITUTE  
DEPARTMENT OF METABOLISM & AGING  
AND M.T.HEALTH CENTER, LLC

This agreement (the "Agreement") is entered into by The Scripps Research Institute (hereinafter referred to as "Scripps Florida"), a California non-profit public benefit corporation, located at 10550 N. Torrey Pines Road, La Jolla, California 92037, with a local campus and facility at 130 Scripps Way, Jupiter, Florida 33458, and M.T. Health Center, LLC, a Florida limited liability company (hereinafter referred to as the "Company"), located at 2979 PGA Blvd., Suite 201, Palm Beach Gardens, FL 33410, as the exclusive operational manager of that certain post-acute healthcare facility known as "Institute for Healthy Living" and located in the Abacoa development in Jupiter, Florida (hereinafter referred to as the "Facility"), which will be one of the locations for the provision of the services and activities as described hereunder in addition to Scripps Florida's facility. Each of Scripps Florida and the Company may be referred to herein individually as a "party" and collectively as the "parties". The purpose of this Agreement is to create opportunities for joint collaborative research between the parties.

RECITALS:

A. The parties agree that the primary purposes of this Agreement are to further research, medical innovations and educational advancement in the field of geriatrics;

B. Scripps Florida is a private, non-profit research organization, specializing in research and innovation in biomedical sciences;

C. Scripps Florida conducts biomedical research in the field of geriatrics and aging through its Department of Metabolism & Aging (the "Department"), and Scripps Florida desires access to additional facilities in which its Department's research scientists, faculty and students can obtain additional resources and research opportunities, and experience in the field of geriatrics;

D. The Company is the sole and exclusive operational manager and administrator of the Facility;

E. Scripps Florida desires for the Company and the Facility to provide its Department's research scientists, faculty and students with the opportunity to obtain additional resources and research opportunities, and experience in the field of geriatrics at the Facility;

F. The Company has the professional expertise and contracts with the Facility for furnishing additional resources and clinical experience at the Facility and is willing to do so for the Department's scientists, faculty and students on the terms and conditions set forth herein;

G. The parties desire for mutual collaborative research opportunities to develop as a result of this affiliation; and

H. Scripps Florida and the Company agree that this Agreement will be to their mutual benefit.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein as covenants, the mutual promises herein made and exchanged and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**I. RESEARCH**

The parties intend to pursue collaborative interdisciplinary research projects, including, but not limited to, participation by patients/residents of the Facility in the Scripps Florida Department of Metabolism & Aging research projects and initiatives. If joint research is to be pursued, such proposals shall be carefully reviewed by both parties to evaluate the qualifications of the parties' proposed participating faculty and staff members, and students (when appropriate), and the location of the research activity. Once the scope of work and budget of a particular project has been mutually agreed upon, the parties will reduce their agreement to writing (a "Research Agreement") and have it executed by the appropriate officers of each party. Any such agreement must include a provision for ownership and commercialization of any intellectual property resulting from the joint research.

The Company and Facility will provide financial support to Scripps Florida in the minimum amount of (a) \$100,000.00 per year during the Term of this Agreement as an endowment with the spendable portion of the total return thereof to be used for the benefit of Scripps Florida's Department of Metabolism & Aging, and (b) \$50,000.00 per year during the Term of this Agreement for aging and geriatrics related research conducted by Scripps Florida's Department of Metabolism & Aging in accordance with a Research Agreement. The first payment shall be made upon the commencement of the Term as set forth in Section III.B.1 below, and shall thereafter be made on each anniversary of the Term.

**II. REPORTING OBLIGATIONS**

As a condition of the Town of Jupiter's approval of the development and construction of the Facility, the Company is required to submit an annual report to the Town of Jupiter documenting any and all research, education collaboration, and identifying the individual or entity managing the clinical research organization, from the previous year. The report shall provide the following information:

- a) The total number of research clinicians that worked at the Facility.
- b) The total number of students and their respective disciplines educated at the Facility.
- c) The total number of patients who participated in the academic and research programs.

- d) The academic colleges that collaborated with the Facility.
- e) The academic degrees that collaborated with the Facility.
- f) The estimated number of professors and their respective disciplines that taught at the Facility.
- g) A statement of the clinical research trials that were conducted in the reporting year in collaboration with the Facility, including the number, type and who the trials served (companies).

In order for the Company to comply with its reporting obligations as set forth above, Scripps Florida agrees, provided that the funding required to be paid by the Company to Scripps Florida under this Agreement and under the separate research agreements referenced in Section I above are timely made to Scripps Florida, to supply the Company with a summary of the information and data set forth in a – g, only to the extent applicable to Scripps Florida, no later than December 31<sup>st</sup> for each year of the Term of this Agreement.

### III. MISCELLANEOUS

A. Use of Name. Neither party shall use the name, logo, likeness, trademarks, image or other intellectual property of the other party for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized officer of the other party as to each such use.

B. Term of Agreement.

1. This Agreement will be deemed effective upon the Facility receiving a certificate of occupancy from the applicable municipal and county government building authorities and commencing the performance of services to the public; and this Agreement will continue in effect for a period of twenty (20) years after the commencement of the Term, at which time it will be automatically renewed for additional periods of one (1) year, unless otherwise terminated pursuant to the terms herein, or terminated by either party hereto at its sole discretion. The parties may also terminate specific services contemplated under this Agreement without terminating the entire Agreement, as determined in the mutual agreement of the parties. Additionally, either party may terminate this Agreement upon the breach by the other party of any material provision of this Agreement, provided such breach continues for thirty (30) days after receipt by the breaching party of written notice of such breach from the non-breaching party. The parties will use their best efforts to ensure that any students then participating in the clinical experience at the Facility are permitted to complete such experience.
2. Either party may terminate this Agreement immediately upon notice that an application is made by either party or the Facility for the appointment of a receiver, trustee or custodian for its assets; a petition under any section or chapter of the Federal Bankruptcy Code or any similar law or regulation is filed by or against either party or the Facility; either party

or the Facility make an assignment for the benefit of its creditors; or either party or the Facility become insolvent or fail generally to pay its debts as they become due.

3. Notwithstanding anything herein to the contrary, if on the advice of legal counsel: (i) both parties mutually determine that this Agreement may be interpreted to violate any applicable laws; or (ii) Scripps Florida determines that this Agreement jeopardizes the tax-exempt status of Scripps Florida; then the party(ies) making such determination may terminate this Agreement upon thirty (30) days' advance written notice of the intent to terminate and the basis for the determination to the other party. The parties shall use good faith efforts during such thirty (30)-day period to avoid termination by amending this Agreement in such a manner so that it complies with applicable laws or does not jeopardize the tax-exempt status of Scripps Florida, as applicable.
4. The termination rights in this section are not exclusive, but rather are in addition to any other rights and remedies that a party may have at law or in equity.

C. Amendment and Assignment. Amendments and modifications to the terms and conditions of this Agreement shall be effective only upon the mutual written agreement of the parties hereto, signed by a person authorized to approve such amendments and/or modifications. Neither party may assign this Agreement or any rights hereunder without the prior written consent of the other party.

D. Notice. All notices required in this Agreement will be provided in writing by each party and forwarded by certified mail, addressed as follows:

If to Scripps Florida:

The Scripps Research Institute  
130 Scripps Way, #B41  
Jupiter, Florida 33458  
Attn: General Counsel

If to Company:

MT Health, LLC  
2979 PGA Blvd. Suite 201  
Palm Beach Gardens, FL 33410  
Attn: Paul M. Walczak

With a copy to:

Eavenson, Fraser & Lunsford, P.L.  
2000 PGA Boulevard  
Suite 3200  
Palm Beach Gardens, FL 33408  
Attn: Bradley B. Eavenson, Esquire

E. Confidentiality/ HIPAA. All scientists, faculty, staff and students of Scripps Florida and the employees and contractors of the Company and the Facility must adhere to all protective measures regarding protected health information ("PHI") and the Privacy Rules as set forth in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Privacy Rules. The

Company shall inform the scientists, faculty, staff and students of Scripps Florida of its policies regarding PHI and compliance with HIPAA, and all such scientists, faculty, staff and students of Scripps Florida shall sign a written acknowledgment of such policies if Scripps Florida agrees with the same. In addition, the Company, on behalf of itself and the Facility, and Scripps Florida agree not to disclose or otherwise disseminate to any third party the confidential or proprietary information provided to it by the other party, and each party and the Facility will use the confidential or proprietary information of the other party solely for the purpose of engaging in the research collaborations referenced in this Agreement.

F. Independent Contractors. It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between Scripps Florida, its scientists, faculty, staff and students, on one hand, and the Company or the Facility on the other hand. Rather, it is an agreement by and between independent contractors, these being Scripps Florida and the Company. This Agreement is strictly for the benefit of the parties hereto, and is not meant to create any rights in third parties or third party beneficiaries. The scientists, faculty, staff and students of Scripps Florida under this Agreement are in attendance at the Facility for research and educational purposes, and the employees and staff of each party shall not be considered to be employees of the other party for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance.

G. Exclusivity. Scripps Florida, the Company and the Facility shall have the right to enter into similar agreements with other institutions or facilities and nothing in this Agreement shall prevent or impair either party from engaging in research or other services with other third parties that are similar or identical to those contemplated by this Agreement.

H. Compliance with Law. The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions.

I. Severability. The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.

J. Waiver. The waiver of any breach of any term of this Agreement shall not waive that breach or any subsequent breach of that or another term of this Agreement unless such waiver is in writing and signed by the waiving party.

K. Entire Agreement. This Agreement shall constitute the entire agreement and understanding between the Company and Scripps Florida as to the subject matter hereof and supersedes all prior discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter. This Agreement may

subsequently be modified only by a written document executed by each party. All schedules and exhibits referenced herein shall be incorporated herein by reference.

L. No Obligation to Make Referrals. The parties acknowledge that there is no requirement under this Agreement, or any other agreement between the parties or the Facility, that any party or Facility refer any patients to any healthcare provider or purchase any healthcare goods or services from any source. Additionally, no payment under this Agreement is (i) in return for the referral of patients, if any, or (ii) in return for purchasing, leasing, or ordering services from either party. Either party or Facility may refer, or not refer, patients to the other party or Facility and shall make such referrals, if any, based only on the professional medical judgment of the healthcare provider, and the needs and desires of the relevant patients.

M. Indemnification& Assumption of Risk. The Company shall, and shall cause the Facility to, indemnify and hold free and harmless, and defend Scripps Florida, and its officers, trustees, directors, employees, agents, students, contractors and volunteers(the "Indemnitees") from and against any actions, losses, damages, claims, demands, suits, costs, liabilities and expenses (including without limitation reasonable attorneys' fees and court costs), whether or not a lawsuit or other proceeding is filed, that arise from or as a result of: (i) the negligence or intentional acts of either the Company's or the Facilityor their employees, agents or contractors; (ii) any and all injuries to Indemniteesor their property which occur while they are providing services to or for the Facility; (iii) anything related to the treatment or care of patients at the Facility, Company's management or operation of the Facility and/or the conduct of the Facility's business; (iv) the Company's or Facility's use of any of Scripps Florida's research results, data, materials or other work performed related to this Agreement; and/or (v) the Company's material breach of this Agreement, subject to the cure provisions set forth herein. In addition, the foregoing shall not limit or prevent the Indemnitees from pursuing any other remedies available to them at law or in equity.

Scripps Florida assumes any and all risks of personal injury and property damage, deprivation, or infringement (including, but not limited to, intellectual property) caused by the negligent acts or omissions of Scripps Florida and its officers, directors, employees, agents, contractors and volunteerswhile acting within the scope of their employment by Scripps Florida.

N. Counterparts. This Agreement may be executed in one or more counterparts all of which together shall constitute only one (1) agreement.

O. Authorization. Each party represents and warrants that it is duly authorized to enter into this Agreement on behalf of itself and its affiliates, and that this Agreement shall not conflict with or cause it to be in breach of any other agreements or obligations such party might have. Company further represents and warrants that it is authorized and able to obligate the Facility to comply with the covenants, obligations and representations applicable to them in this Agreement, and Company agrees to so obligate the Facility.

P. Governing Law. This Agreement has been entered into in the State of Florida and shall be construed and interpreted in accordance with, and shall be governed by, the laws of the State

of Florida, notwithstanding that State's choice of law provisions. Venue for any action will be in Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

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

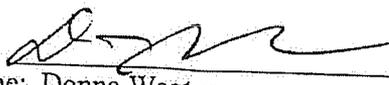
**THE SCRIPPS RESEARCH  
INSTITUTE**

By: 

Name: Paul M. Walczak

Title: Manager

Date: 10.4.2014

By: 

Name: Donna Weston

Title: Senior Vice President,  
Chief Financial Officer

Date: 10/4/2014