

THIRD AMENDMENT TO GROUND SUBLEASE

THIS THIRD AMENDMENT TO GROUND SUBLEASE (the “**Amendment**”) is made and entered into as of _____, 2020 (the “**Effective Date**”) by and between **UCF ACADEMIC HEALTH, INC.**, a direct support organization of the University of Central Florida and its College of Medicine (“**Landlord**”) and **CENTRAL FLORIDA HEALTH SERVICES, LLC**, a Florida limited liability company (“**Tenant**”), under the following circumstances:

RECITALS

A. Landlord and Tenant have entered into a Ground Sublease dated August 22, 2017 as amended by a First Amendment and a Second Amendment dated November 15, 2017 and June 25, 2018 respectively (as amended, the “**Sublease**”) whereby Landlord has subleased to Tenant approximately 25.2 acres of certain real property located in Lake Nona Medical City, Orange County, Florida, as more particularly described in the Sublease.

B. The Sublease provides for an Initial Term which will terminate at 11:59 p.m. on the day preceding the 50th anniversary of the Commencement Date, i.e., on August 21, 2067, and grants to Tenant an option to renew the Sublease for an additional term of forty-nine (49) years (the “**Renewal Term**”).

C. Tenant desires to exercise its option to renew the Term of the Sublease, but prior to such exercise, Landlord and Tenant wish to postpone the process for determining the Renewal Term Rent as described in Section 2.2 and Exhibit 2.2 of the Sublease.

NOW THEREFORE, in consideration of the agreements hereinafter set forth, Landlord and Tenant agree as follows:

1. Recitals; Defined Terms. The above recitals are incorporated into this Amendment and made a part hereof for all purposes. Defined terms in the Sublease shall have the same meaning in this Amendment.

2. Timing for Determination of Renewal Term Rent. Section 2.2 of the Sublease that currently reads as follows:

2.2 Renewal Term Rent. Base rent during each year of the Renewal Term shall be the amount determined in accordance with the methodology set forth in **Exhibit 2.2** (“**Renewal Term Rent**”). The process for determining the Renewal Term Rent shall commence immediately upon Tenant’s delivery of its written notice of renewal pursuant to Section 1.2 above.

is hereby deleted and replaced with the following revised Section 2.2:

2.2 Renewal Term Rent. Base rent during each year of the Renewal Term shall be the amount determined in accordance with the methodology set forth in **Exhibit 2.2** (“**Renewal Term Rent**”). The process for determining the Renewal Term Rent shall

commence twenty-four (24) months prior to the expiration of the Initial Term, i.e. on August 22, 2065.

3. Counterparts; Facsimile Signatures. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which, together, shall constitute one instrument. For the purposes of this Amendment, an executed facsimile or e-mail counterpart of this Amendment shall be deemed an original for all purposes and binding upon the Parties hereto.

4. Ratification. The remaining terms and provisions of the Sublease are ratified and confirmed by the Landlord and Tenant and are incorporated into this Amendment by reference as if set forth fully herein. This Amendment, together with the Sublease, constitutes the entire understanding of the Parties with regard to the subject matter hereof and as so amended supersedes all prior or contemporaneous discussions, representations, promises, inducements and understandings with respect to the subject matter hereof.

5. Authority. Each Party hereby represents and warrants that (a) it has authority to enter into this Amendment, (b) the terms, covenants and obligations contained herein are binding upon and enforceable against itself, and (c) the execution and delivery of this Amendment does not and will not violate any law, regulation or agreement to which it is subject or a party.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

[Landlord Signature Page – Third Amendment to Ground Sublease]

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

LANDLORD:

UCF ACADEMIC HEALTH, INC.

By: _____

Name: Deborah C. German, MD

Title: Chair

[Tenant Signature Page – Third Amendment to Ground Sublease]

TENANT:

CENTRAL FLORIDA HEALTH SERVICES, LLC,
a Florida limited liability company

By: COLUMBIA PARK HEALTHCARE SYSTEM,
INC., its Member

By: _____

Name: Joseph A. Sowell

Title: Senior Vice President

By: UCF ACADEMIC HEALTH, INC., its Member

By: _____

Name: Deborah C. German, MD

Title: Chair

| Summary report: | |
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