

**CLINICAL SPACE SUB-SUBLEASE**

**UCF ACADEMIC HEALTH, INC., a Florida not-for-profit corporation,  
which also is a direct support organization of the University of Central Florida  
Board of Trustees under the laws of the State of Florida,**

**LANDLORD**

and

**FLORIDA CANCER SPECIALISTS & RESEARCH INSTITUTE, LLC,  
a Florida limited liability company**

**TENANT**

**DATED: \_\_\_\_\_, 2020**

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**CLINICAL SPACE SUB-SUBLEASE**

THIS CLINICAL SPACE SUB-SUBLEASE (this “Lease”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”), by and between **UCF ACADEMIC HEALTH, INC.**, a Florida not-for-profit corporation, which also is a direct support organization of the University of Central Florida Board of Trustees under the laws of the State of Florida, and **FLORIDA CANCER SPECIALISTS & RESEARCH INSTITUTE, LLC**, Florida limited liability company.

In consideration of the payment of rents and other charges provided for herein and the covenants, terms and conditions hereinafter set forth, Landlord and Tenant, intending to be legally bound, hereby covenant, agree, represent and warrant (as applicable) as follows:

**SUMMARY OF KEY LEASE TERMS**

Term:	December 1, 2020 until November 30, 2030
Occupancy Date:	December 1, 2020
Rent Commencement Date:	December 1, 2020
Useable Square Feet:	5,535 square feet
Premises:*	6,974 Rentable Square Feet
Base Rent:**	\$34.00 per Rentable Square Foot
Total Annual Base Rent:**	\$237,116.00
Total Monthly Base Rent:**	\$19,759.67
Escalation Factor:	3% annual escalation

\* *Useable Square Feet in Premises plus a common area factor.*

\*\* *During first Lease Year of the Lease Term based upon estimated Rentable Square Feet in Premises.*

**ARTICLE I  
BASIC TERMS**

1.1 **Effective Date of Lease.** \_\_\_\_\_, 2020.

1.2 **Landlord.** UCF Academic Health, Inc., a direct support organization of the University of Central Florida and its College of Medicine.

1.3 **Tenant.** Florida Cancer Specialists & Research Institute, LLC, a Florida limited liability company.

1.4 **Premises.** Approximately six thousand nine hundred seventy-four (6,974) Rentable Square Feet of clinical space, subject to adjustment as provided in Section 3.8 below, within the UCF Lake Nona Cancer Center (the "Building") located upon the land located in the City of Orlando, County of Orange, State of Florida, and legally described on **Exhibit A** attached hereto and made a part hereof by this reference (the "Land"). The Premises are depicted on **Exhibit B** attached hereto and made a part hereof by this reference. For the purposes of this Lease, the Premises consist of: (i) approximately 6,974 Rentable Square Feet located within the second floor of the Building as depicted on **Exhibit B** attached hereto; and (ii) the Generator (as defined and described in Section 4.17 below). In the event Tenant exercises the Right of First Refusal to lease the Additional Space, as described and defined in Section 2.6 below, thereafter the term "Premises" shall be defined to include the Additional Space leased by Tenant. The Building (which includes the Premises), the Land and the Common Areas (defined in Section 4.3 below) are sometimes collectively referred to herein as the "Property".

1.5 **Rent Commencement Date.** The Rent Commencement Date shall be December 1, 2020, unless extended pursuant to Section 10 of **Exhibit D** attached hereto.

1.6 **Initial Term.** Ten (10) Lease Years.

1.7 **Lease Year.** Each period of twelve (12) consecutive calendar months during the Lease Term (as defined in Section 2.1 below), with the first Lease Year commencing on the Rent Commencement Date, provided that if the Rent Commencement Date is on a day other than the first day of the calendar month, the first Lease Year shall include the period from the Rent Commencement Date through the end of the month in which the Rent Commencement Date occurs and shall end on the anniversary of the last day of the month in which the Rent Commencement Date occurs.

1.8 **Permitted Use.** Oncology medical office, subject to all other terms and conditions of this Lease, including without limitation the Restrictions described in Section 4.2 below.

1.9 **Base Rent.** Base Rent for the use of the Premises shall be calculated by multiplying the amount of Rentable Square Feet contained in the Premises by Thirty Four and No/100 Dollars (\$34.00) per Rentable Square Foot for the first Lease Year, and shall be increased as of the first day of each Lease Year thereafter (each an "Adjustment Date") by an amount equal to three percent (3%) of the Base Rent payable during the immediately prior Lease Year (or that should have been payable without taking into account any abatement or other reduction application to any such prior Lease Year). Subject to proration and adjustment as provided in Sections 3.1 and 3.8 below, and in Section 3 of **Exhibit D** attached hereto, Base Rent for the first Lease Year is Two Hundred Thirty-Seven Thousand One Hundred Sixteen and No/100 Dollars (\$237,116.00) per year, payable in equal monthly installments of Nineteen Thousand Seven Hundred Fifty-Nine and 67/100 Dollars (\$19,759.67). Except as otherwise set forth herein, Tenant's obligation to pay Base Rent is hereby declared to be an independent covenant.

1.10 **Rentable Square Feet.** "Rentable Square Feet" shall mean the square footage of the Premises (excluding the Generator) measured to the outside face of the exterior walls and to the centerline of demising walls, and shall be deemed to include the allocable or applicable share



of Common Areas, but shall exclude vertical penetrations (i.e., elevators and stairwells), subject to adjustment as set forth in Section 3.8.

1.11 **Tenant Improvement Allowance.** Defined in Section 3 of **Exhibit D** attached hereto and made a part hereof by this reference.

1.12 **Operating Expenses.** Defined in Section 3.4 below. *Tenant specifically acknowledges and agrees that “Operating Expenses” shall not include “Taxes” as defined in Section 3.4(B) below.*

1.13 **Tenant’s Proportionate Share.** Tenant’s allocated share (“Proportionate Share”) for purposes specified in this Lease shall be calculated by dividing the number of Rentable Square Feet contained in the Premises by the number of Rentable Square Feet contained in the Building.

1.14 **Security Deposit.** Twenty-Five Thousand Eight Hundred Sixty-One and 91/100 Dollars (\$25,861.92).

1.15 **Occupancy Date.** The Occupancy Date (as defined in Section 3.2) is anticipated to be on or before December 1, 2020.

1.16 **Notice Addresses.**

Landlord: UCF Academic Health, Inc.  
c/o University of Central Florida College of Medicine  
6850 Lake Nona Blvd., 3<sup>rd</sup> Floor  
Orlando, FL 32827  
Attention: Deborah C. German, MD, Chair  
Facsimile: 407-266-1489  
Email:[Deborah.German@ucf.edu](mailto:Deborah.German@ucf.edu)

With a copy to: UCF Academic Health, Inc.  
c/o University of Central Florida College of Medicine  
6850 Lake Nona Blvd., 3<sup>rd</sup> Floor  
Orlando, FL 32827  
Attention: Jeanette C. Schreiber, JD, MSW  
Facsimile: 407-266-1489  
Email:[Jeanette.Schreiber@ucf.edu](mailto:Jeanette.Schreiber@ucf.edu)

Tenant: Florida Cancer Specialists & Research Institute, LLC  
4371 Veronica S. Shoemaker Blvd.  
Fort Myers, FL 33916  
Attention: Bradley A. Prechtel, CEO  
Facsimile: 239-461-6945  
Email: bprechtel@flcancer.com

With a copy to Florida Cancer Specialists & Research Institute, LLC  
4371 Veronica S. Shoemaker Blvd.  
Fort Myers, Florida 33916  
Attention: Thomas P. Clark, Esq., General Counsel  
Facsimile: 239-461-6945  
Email: thclark@flcancer.com

1.17 **Extension Terms.** Two (2) additional term(s) of five (5) Lease Years each. See **Exhibit H** attached hereto and incorporated herein by reference.

1.18 **Existing Leases.** Landlord and Tenant acknowledge and agree that (i) the Property is owned by University of Central Florida Real Estate Foundation, L.L.C., a Florida limited liability company (“UCFREF”), (ii) the Property is leased by UCFREF to University of Central Florida Board of Trustees (“UCFBOT”) pursuant to that certain Master Lease dated August 27, 2018, as amended from time to time (the “Master Lease”), and (iii) a portion of the Building containing approximately 80,000 square feet (including the Premises) (the “Sublease Space”) is subleased by UCFBOT to Landlord pursuant to that certain Sublease Agreement dated December 1, 2018, as amended by that certain First Amendment to Sublease Agreement dated January 23, 2019, as further amended by that certain Second Amendment to Sublease Agreement dated June 7, 2019, as further amended from time to time (collectively, the “Sublease Agreement”) (with the Master Lease and the Sublease Agreement being together referred to as the “Existing Leases”). For purposes of this Lease, UCFREF and UCFBOT are together referred to as the “Existing Lessors”. Landlord and Tenant further agree that this Lease, and all of Tenant’s rights, title and interest herein and hereto, automatically is and shall be subordinated and subject to the Existing Leases without further notice or action, Tenant hereby waiving the same.

Landlord warrants and represents that a true, correct, and complete copy of the Sublease Agreement is attached hereto as **Exhibit L**, that the initial term of the Sublease Agreement commenced on December 1, 2018, and unless terminated or extended as provided in the Sublease Agreement, is scheduled to expire on November 30, 2048, and that to the best knowledge of Landlord there exists no defaults on the part of Landlord or UCFBOT thereunder. Landlord warrants that during the term of this Lease it will comply with the Sublease Agreement (except to the extent Tenant is required to do so hereunder) and make all payments to UCFBOT required thereunder.

Notwithstanding anything to the contrary contained elsewhere in this Lease, Tenant acknowledges that Landlord, as tenant under the Sublease Agreement, may desire, from time to time, to make modifications or amendments to the Sublease Agreement and Tenant hereby agrees to be bound by any such modifications or amendments made hereafter to the Sublease Agreement, provided that such modifications or amendments do not have a material adverse effect upon Tenant

or Tenant's use of the Premises or increase any amounts due or to become due by Tenant. Accordingly, immediately upon notice to Tenant of any modification or amendment hereafter made to the Sublease Agreement, Tenant agrees that such modification or amendment shall be construed and enforced as if it had been a part of the Sublease Agreement prior to the execution of this Lease, so long as such modification or amendment does not have a material adverse effect upon Tenant or Tenant's use of the Premises or increase any amounts due or to become due by Tenant. The foregoing provisions of this paragraph shall be self-operative, but Tenant agrees, within fifteen (15) days after Landlord's written request, to provide written confirmation that Tenant is bound by any such modification or amendment specified by Landlord, to the extent set forth in this Section 1.18.

## ARTICLE II LEASE TERM AND PREMISES

**2.1 Lease of Premises for Lease Term.** Subject to Section 1.18, Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord for the Initial Term, unless earlier terminated pursuant to the terms and conditions of this Lease. The Lease Term may be extended for the period as set forth in Section 1.17 above on the terms and conditions set forth in **Exhibit H**. For purposes of this Lease, the term "Lease Term" shall mean the Initial Term, together with any Extension Term that has become effective in accordance with the terms of this Lease.

Notwithstanding the foregoing, upon the execution of this Lease by Landlord and Tenant, Landlord and Tenant shall be bound by all of the terms and conditions of this Lease. As provided in Section 2.2 below, Tenant shall take occupancy of the Premises as of the Effective Date, but such occupancy shall not advance the expiration of the Initial Term of this Lease. All of the terms, covenants and provisions of this Lease shall apply from the Effective Date.

**2.2 Possession.** Landlord hereby delivers possession of the Premises to Tenant as of the Effective Date, and Tenant hereby accepts possession of the Premises as of the Effective Date. Except as otherwise expressly set forth in this Lease (including but not limited to the provisions of Section 2.4 below), Landlord hereby delivers the Premises (and Tenant hereby accepts the Building, the Premises and all improvements thereto) in their existing "AS-IS" condition. The failure of Tenant, for any reason, to take possession of or to occupy the Premises or any portion thereof after the Effective Date shall not serve to relieve Tenant of any obligation hereunder, including the obligation to pay Rent.

**2.3 Tenant Improvements.** Tenant shall use commercially reasonable and diligent efforts to accomplish Substantial Completion of the Tenant's Work (as defined in **Exhibit D**) prior to December 1, 2020. Tenant shall be solely responsible for the cost of performing Tenant's Work, subject to the application of the Tenant Improvement Allowance (as defined in Section 3 of **Exhibit D**). All improvements to the Premises made by Tenant in accordance with **Exhibit D** attached hereto are collectively referred to as the "Tenant Improvements".

**2.4 Acceptance of Premises.** Tenant's occupancy, use or acceptance of possession of the Premises for any purpose shall conclusively establish that the Premises and the Property were in satisfactory condition and in conformity, in all respects, with the provisions of this Lease and

all Applicable Laws (as defined in Section 4.1 below), and shall constitute a waiver by Tenant of all rights and claims against Landlord arising out of the condition of the Premises on the date of such possession or use, except for latent defects that Tenant could not have reasonably discovered during its inspection of the Premises on or before the Effective Date and that are discovered by Tenant and specified in written notice delivered to Landlord within one (1) year of the Effective Date (collectively, "Latent Defects"), if any. Notwithstanding the foregoing, Landlord covenants that to Landlord's knowledge, as of the Effective Date, all plumbing, electrical and HVAC systems and components, if any, leading to the point of entry to the Premises or serving the Premises, as applicable, are in good working condition and that the Premises are (i) wind-tight and water-tight, (ii) in compliance with all Applicable Laws including without limitation, the provisions of the Americans With Disabilities Act, and all zoning, public health, building code or other similar laws applicable to the Premises each as in effect as of the Effective Date, (iii) in compliance in all material respects with all recorded matters, laws, ordinances, and governmental regulations and orders and the terms of all easements, covenants, conditions and restrictions affecting the Premises, and (iv) free from any latent defects (whether structural, mechanical, electrical or otherwise) known to Landlord but not disclosed to Tenant in writing (collectively, the "Required Condition"). Promptly after the Rent Commencement Date, Landlord and Tenant shall enter into a certificate substantially in the form of **Exhibit E** attached hereto and made a part hereof, acknowledging Tenant's acceptance of the Premises in accordance with the foregoing and the Rent Commencement Date of this Lease.

**2.5 Surrender and Holding Over.** Tenant shall have no right to hold over or otherwise remain in possession of the Premises after the date (the "Termination Date") of expiration or earlier termination of this Lease, and any continued occupancy after the Termination Date shall not operate to extend the Lease Term or to imply or create a new lease between the parties. Tenant shall vacate and surrender the Premises to Landlord on the Termination Date in a neat and clean condition, in the same condition as upon Substantial Completion of the Tenant Improvements, ordinary wear and tear excepted, and except for such alterations, additions or improvements made by Tenant (collectively, "Alterations") that are not required to be removed by Landlord pursuant to Section 5.4 below. Any Alterations that Tenant is not required by Landlord to remove shall become Landlord's property and shall be surrendered to Landlord on the Termination Date. Tenant shall remove all of Tenant's furniture, trade fixtures and other personal property that can be removed without material damage to the Premises and Tenant shall repair, at Tenant's sole cost and expense, any damage to the Premises caused by such removal. Tenant's failure to vacate the Premises on the Termination Date shall constitute a default hereunder unless Landlord thereafter accepts Base Rent from Tenant (which Landlord shall have no obligation to do). If Landlord accepts Base Rent, Tenant's occupancy of the Premises shall thereafter be a "month-to-month" tenancy, terminable by either party on thirty (30) days' notice, subject to all of the terms and conditions of this Lease except that the Base Rent then in effect shall be increased to an amount equal to one hundred fifty percent (150%) of the Base Rent applicable to the period immediately prior to the Termination Date. If Tenant remains in occupancy after the date that is six (6) months after the Termination Date, such tenancy shall thereafter be a "tenancy at sufferance" terminable by Landlord without notice, and the Base Rent then in effect shall be increased to an amount equal to two hundred percent (200%) of the Base Rent applicable to the period immediately prior to the Termination Date.

2.6 **Right of First Offer.** Tenant shall have the right of first offer (the “Right of First Offer”) to lease from Landlord any of the space adjacent or contiguous to the Premises and depicted as the “Additional Space” on **Exhibit B** attached hereto (the “Additional Space”). Landlord represents and warrants to Tenant that no third parties have any rights to lease or occupy the Additional Space or have any rights to expand into the Additional Space which are superior to Tenant’s rights under this Section 2.6. In the event Landlord desires to market or lease such Additional Space, as reasonably determined by Landlord, Landlord shall provide Tenant written notice thereof (the “Space Advice”). Tenant may lease the Additional Space by providing Landlord with written notice of exercise within fifteen (15) days of the date the Space Advice is deemed delivered, except that Tenant shall not be permitted to exercise its Right of First Offer under this Section 2.6 and Landlord need not provide Tenant with a Space Advice if an uncured event of default then exists under this Lease beyond any applicable cure periods at the time that Tenant desires to exercise its Right of First Offer with respect to the Additional Space. If Tenant exercises its Right of First Offer, such Additional Space shall be incorporated as part of the Premises and all of the terms and conditions of this Lease shall apply to the Additional Space (including but not limited to the then current Base Rent, Tenant’s Proportionate Share of Operating Expenses then due and payable hereunder, and the initial Tenant Improvement Allowance rate of \$25.00 per Rentable Square Foot, such that the economics of the leasing arrangement for the Additional Space shall be the same as the economics under this Lease on a per Rentable Square Foot basis), and Tenant’s Proportionate Share shall increase appropriately to account for the addition of the Additional Space. The Additional Space (including improvements and personalty, if any) shall be accepted by Tenant in its condition and as-built configuration existing on the earlier of the date Tenant takes possession of the Additional Space or the date the term for such Additional Space commences (however, such term shall not commence earlier than thirty (30) days following the date Landlord is deemed to have received Tenant’s exercise of the Right of First Offer unless otherwise agreed to by Tenant in writing); provided, that the Additional Space must be delivered to Tenant in the Required Condition and Tenant shall be permitted to construct Tenant Improvements therein subject to the same terms and conditions as under this Lease.

If Tenant rejects the Space Advice or fails to respond to Landlord within such fifteen (15) day period or, if Tenant has exercised its Right of First Offer but then fails to execute an amendment to this Lease for such Additional Space or meeting the terms as described in this Section 2.6 within a period of fifteen (15) days from Tenant’s notice of the exercise of its rights hereunder, then Tenant shall be deemed to have waived its Right of First Offer with respect to the Additional Space and Landlord shall then be entitled to lease such Additional Space to any other party on terms and conditions acceptable to Landlord in its sole and absolute discretion. However, if no such lease to another party is entered into within twelve (12) months following the date Tenant waives or is deemed to have waived its Right of First Offer, then Tenant’s Right of First Offer shall automatically be revived.

### ARTICLE III RENT, OPERATING EXPENSES AND OTHER CHARGES

3.1 **Base Rent.** Base Rent shall be paid by Tenant on the first (1<sup>st</sup>) day of each month, without prior notice (invoice), prior demand, offset or deduction. Tenant shall pay Base Rent to Landlord in equal (with respect to the Base Rent due for the then current Lease Year) monthly installments commencing on the Rent Commencement Date and continuing on the first day of each

month during the Lease Term, provided that if the Rent Commencement Date is not on the first day of the month, the first monthly payment of Base Rent shall be prorated based on the calendar month and due on the Rent Commencement Date. Base Rent shall be paid in advance without offset, deduction or prior demand, except as otherwise set forth in this Lease and shall be payable at Landlord's address set forth in Section 3.2 below or at such other place as Landlord may from time to time designate in writing.

**3.2 Additional Rent.** All Operating Expenses (as defined in Section 3.4 below), Taxes (as defined in Section 3.4 below), interest, late charges, fees, charges and other amounts payable by Tenant under this Lease other than Base Rent are collectively referred to as "Additional Rent." The term "Rent" shall mean Base Rent and Additional Rent. Notwithstanding anything in this Lease to the contrary, Tenant's obligation for the payment of its share (as defined in this Lease) of Operating Expenses and Taxes shall commence on the earlier of (i) the Rent Commencement Date, or (ii) the date Tenant first occupies and uses the Premises for the Permitted Use (including, without limitation, during the "Early Occupancy Period" as defined in **Exhibit D** attached hereto (the "Occupancy Date").

Tenant's payment of Rent shall be made payable to Landlord, and shall be mailed or delivered to Landlord at the following address or such other address as Landlord shall designate in writing:

UCF Academic Health, Inc.  
c/o University of Central Florida College of Medicine  
6850 Lake Nona Blvd., 3<sup>rd</sup> Floor  
Orlando, FL 32827  
Attention: UCF College of Medicine, Finance and Accounting Department  
Facsimile: 407-266-1489

**3.3 Tenant Sales Tax.** In addition to Rent and any other sums or amounts required to be paid by Tenant to Landlord pursuant to the provisions of this Lease, Tenant also shall pay to Landlord the amount of any applicable sales, use or excise tax on any such Rent or other sums or amounts so paid by Tenant to Landlord, whether the same be levied, imposed or assessed by the State of Florida or any other federal, state, county or municipal governmental entity or agency. Any such sales, use or excise taxes shall be paid by Tenant to Landlord at the same time that each of the amounts with respect to which such taxes are payable are paid by Tenant to Landlord.

### **3.4 Operating Expenses.**

**A. Operating Expenses Defined.** The term "Operating Expenses" shall mean: all operating and maintenance expenses paid, payable or incurred, whether by Landlord or by others on behalf of Landlord, arising out of the management, maintenance, operation, repair, replacement and administration of the Building, the Premises and/or the Land (including, without limitation, any parking areas and facilities associated with the Building). By way of example and without limiting the foregoing, Operating Expenses shall include: (i) the cost of insurance obtained by Landlord (or by UCFBOT pursuant to the Master Lease), including, but not limited to, casualty

insurance, liability insurance, rent interruption insurance, and any deductible amount applicable to any claim made by Landlord under any such insurance; (ii) the costs (if and to the extent Landlord or UCFBOT provides or pays for such services) of security, landscaping, window cleaning, garbage removal, trash removal and all of the services provided to Tenant and other tenants of the Building (other than any services which are separately billed to Tenant or any other tenants); (iii) the cost of heating, ventilating and air conditioning of the (a) Common Areas, and (b) the Premises and other rentable space in the Building, if the Building is equipped with a central or any shared heating, ventilating and air-conditioning system; (iv) the cost of all gas, water, sewer, electricity and any other utilities used in the maintenance, operation, use and occupancy and administration of the Building (including all rentable space in the Building) and the Common Areas, excepting however any such utilities separately metered or separately sub-metered to Tenant or any other tenants of the Building; (v) auditing, accounting and legal fees and costs; (vi) salaries, wages and other amounts paid or payable for all personnel involved in the management, repair, maintenance, operation, leasing, security, supervision or cleaning of the Building, any Common Areas and the rentable space within the Building, including fringe benefits, unemployment and workmen's compensation, insurance premiums, pension plan contributions and other employment costs, as well as the cost of engaging independent contractors to perform any of the foregoing services; (vii) the cost of repairing, replacing, operating and maintaining the Building, the Common Areas and the Premises and other rentable space in the Building, and the equipment serving the Building (including emergency generators), to the extent provided or performed by Landlord or by UCFBOT; (viii) the cost of the rental of any equipment and signs (not including Tenant's signage); (ix) all management and administrative costs and fees; (x) costs incurred by Landlord or by UCFBOT to conduct any environmental tests required by state or federal law, including administrative agencies, or by Landlord or by UCFBOT; and (xi) all other expenses, costs and disbursements of every kind and nature which Landlord or by UCFBOT shall pay or become obligated to pay in respect to or in connection with the operation and maintenance of the Building and which are usually considered "operating expenses" of a clinical and research building in accordance with generally accepted accounting practices, consistently applied. ***Tenant hereby specifically acknowledges and agrees that "Operating Expenses" shall not include "Taxes" as defined in Section 3.4(B) below.*** Notwithstanding any other provision hereof, Tenant shall not be required to pay its Proportionate Share of the following types of expenses: costs of services provided to other tenants of a nature which are not provided to Tenant; late fees incurred by Landlord for late payments of bills; any cost or expense which Landlord incurs which is reimbursed to Landlord from any source, charged directly to the tenant on whose behalf it is incurred (whether or not the same shall finally be paid), or for which Landlord is otherwise compensated, including costs for which Landlord receives reimbursement from insurance proceeds; income, profit, franchise, corporate, capital stock, estate, inheritance and any other taxes imposed on, or measured by the income of Landlord from the operation of the Building; legal fees and arbitration and mediation expenses incurred in connection with the resolution of disputes between Landlord and other tenants of the Building; costs arising from the gross negligence or willful misconduct of Landlord or its agents, employees or contractors; costs incurred in Landlord's leasing activities, including leasing fees, commissions and other compensation paid to brokers, advertising costs, and costs of renovations, tenant improvements, or alterations made at the initiation or in connection with the renewal of tenant leases and which benefit only other tenants' premises; costs of capital expenditures (except that capital expenditures for improvements and/or equipment which are required by Applicable Laws and/or which are designed to result in a

labor or cost savings, in which case the capital expenditures shall be amortized over the useful life of the improvements or equipment as determined by Landlord (not exceeding ten (10) years) shall be included on an annual basis in Operating Expenses); interest and principal payments on any mortgage, deed of trust or indebtedness of Landlord; depreciation; payments made under any ground lease; costs representing an amount paid to an affiliate of Landlord which is in excess of the amount which would have been paid in the absence of such relationship; and any other costs or expenses incurred by Landlord which are not chargeable in accordance with generally recognized industry practices to the management, operation, maintenance or repair of the Property.

B. **Taxes.** Notwithstanding the foregoing, Tenant shall be obligated to pay and reimburse Landlord, separately and in addition to Tenant's share of Operating Expenses, the following: (i) all real estate, personal property and ad valorem taxes assessed on or against the Building and the Land and attributable to, or resulting from, Tenant's occupancy and use of the Premises; and (ii) Tenant's Proportionate Share of all other levies, charges, impact fees and local improvement rates and assessments whatsoever (including CDD Assessments, defined below) assessed or charged against the Building, the Land, the equipment and improvements contained therein or thereon, or on or in any part thereof, by any lawful taxing authority, including all costs associated with the appeal of any assessment of such taxes, to the extent that such taxes are paid, payable or incurred by Landlord or by the Existing Lessors. For the purposes of this Lease, all real estate taxes, personal property and ad valorem taxes, and other levies, charges, impact fees and local improvement rates and assessments whatsoever as described in this Section 3.4(B) are collectively referred to as "Taxes".

C. **Payment.** Tenant shall reimburse Landlord, as Additional Rent, for (i) Tenant's Proportionate Share of all Operating Expenses and (ii) Tenant's share of Taxes as required pursuant to this Lease. All costs incurred for replacements that would be considered capital expenses under generally accepted accounting principles shall be amortized over the useful life of the replacement. If during all or any portion of any calendar year the Building is not fully occupied, Landlord shall make an appropriate adjustment to any components of the Operating Expenses that vary due to changes in occupancy levels (including, but not limited to, janitorial, water, sanitary sewer, common utilities and common services in operating the Building) for such year, employing sound accounting and management principles, to determine the Operating Expenses that would have been paid or incurred by Landlord or by UCFBOT had the Building been fully occupied, and the amount so determined shall be deemed to have been the Operating Expenses for such year.

D. **Written Estimate.** From time to time, Landlord may provide to Tenant a written estimate of Tenant's Proportionate Share of Operating Expenses and/or Tenant's share of Taxes. Commencing on the earlier of the Rent Commencement Date or the Occupancy Date and continuing on the first day of each month during the Lease Term, Tenant shall pay to Landlord equal (with respect to Operating Expenses and Taxes estimated for the then current calendar year) monthly installments of Tenant's Proportionate Share of Operating Expenses and Tenant's share of Taxes as determined by Landlord in such estimate.

E. **Annual Reconciliation.** Within a commercially reasonable period of time after the end of each calendar year during the Lease Term (but in no event later than twelve (12) months after the end of the Lease Year in question), Landlord shall provide to Tenant notice (the "Expense Reconciliation Notice") of the actual amount of Tenant's Proportionate Share of



Operating Expenses and Tenant's share of Taxes for the just-expired calendar year. If the total of Tenant's monthly payments towards Tenant's Proportionate Share of Operating Expenses and Tenant's share of Taxes for such calendar year is more than Tenant's actual Proportionate Share of Operating Expenses and share of Taxes for such calendar year, Tenant shall receive a credit in the amount of such overpayment against future monthly payments of Operating Expenses and Taxes or, if the Termination Date has occurred and there is no outstanding Tenant default, Landlord shall refund the amount of such overpayment to Tenant. If the total of Tenant's monthly payments toward Tenant's Proportionate Share of Operating Expenses and Tenant's share of Taxes for such period is less than Tenant's actual share of Operating Expenses and Taxes for such period, Tenant shall pay Landlord the deficiency within ten (10) days after receipt of the Expense Reconciliation Notice. Landlord shall have the right, from time to time during the Lease Term, to notify Tenant in writing of any adjustments to the amount of estimated Operating Expenses and Taxes to be paid by Tenant hereunder and thereafter Tenant shall make payments accordingly without further notice or demand. Tenant's obligation for Tenant's Proportionate Share of Operating Expenses and Tenant's share of Taxes as provided under this Section 3.4 for any partial calendar year during the Lease Term shall be prorated based upon the number of days of the Lease Term during such partial year.

**3.5 Security Deposit.** On the Effective Date, Tenant shall deposit with Landlord the Security Deposit as security for the faithful performance and observance by Tenant of Tenant's obligations under this Lease. Landlord shall not be required to keep the Security Deposit separate from its general funds or to pay interest thereon. Should Tenant be in default of Tenant's obligations under this Lease at any time during the Lease Term, Landlord may, at its option and without prejudice to any other right or remedy which Landlord may have at law or in equity, apply the Security Deposit or any portion thereof toward payment of Rent or to any loss or damage sustained by Landlord due to Tenant's default. Within five (5) days after written demand by Landlord, Tenant shall deposit cash with Landlord in an amount sufficient to restore the Security Deposit to the original sum deposited, and Tenant's failure to do so shall constitute a material default under this Lease. If Tenant performs all of its obligations under this Lease, the Security Deposit or any balance thereof then remaining shall be returned to Tenant within thirty (30) days after the Termination Date. Landlord may deliver the Security Deposit to the purchaser of Landlord's interest in the Premises, and Landlord shall then be discharged from any further liability with respect to the Security Deposit.

**3.6 Late Charges; Interest.** Tenant's failure to pay Rent promptly may cause Landlord to incur unanticipated costs, including but not limited to processing and accounting charges and late charges imposed on Landlord under the Sublease Agreement or a mortgage encumbering Landlord's interest in the Property. It being impractical or extremely difficult to ascertain the exact amount of such costs, if Landlord does not receive any Rent payment within ten (10) days after the due date thereof, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of the overdue amount. The parties agree that such late charge represents a fair and reasonable penalty for such late payment. In addition, any amount owed by Tenant to Landlord that is not paid within thirty (30) days after the date due shall, from the due date until paid, bear interest at the lesser of (i) the rate of ten percent (10%) per annum, or (ii) the maximum rate permitted by Applicable Laws. The payment of interest and/or a late charge shall not constitute liquidated damages, shall not excuse or cure any default by Tenant under this Lease, and shall be

payable by Tenant to Landlord in addition to any other rights and remedies Landlord may have for such late payment.

**3.7 Personal Property Taxes.** Tenant shall pay all taxes and other amounts charged, levied or assessed against trade fixtures, furnishings, equipment or any other personal property located in, or used by Tenant in connection with, the Premises. Tenant shall use diligent efforts to cause all such personal property to be taxed separately from the real estate or other taxes imposed on the Premises.

**3.8 Adjustments for Square Footage Calculation.** Prior to the Rent Commencement Date, the Landlord's Consultants (as defined in **Exhibit D**) shall determine the Rentable Square Feet in the Premises based on the Tenant Improvement Plans (as defined in Section 2 of **Exhibit D**) and after the location of the demising walls have been determined, in accordance with the "Standard Method for Measuring Floor Area in Office Buildings" approved June 7, 1996 by the American national Standards Institute, Inc. and the Building Owners and Managers Association International (ANSI/BOMA Z65.1-1996). Landlord and Tenant agree that, as of the Effective Date, the exact and final amount of Useable Square Feet and Rentable Square Feet for the Premises as set forth in this Lease is an approximation because Tenant has not yet determined the final amount of space needed by Tenant. Prior to finalizing the Tenant Improvement Plans (as defined in **Exhibit D**), Tenant shall determine the final amount of Useable Square Feet in the Premises, provided that such final amount of Useable Square Feet shall be no less than 3,000 Useable Square Feet and no more than 8,000 Useable Square Feet (with the calculation of Rentable Square Feet in the Premises then being determined by application of a common area factor of twenty-six percent (26%)). The calculation of final Usable Square Feet and Rentable Square Feet in the Premises by Landlord's Consultants shall be subject to the review and approval of Tenant's Architect (such approval not to be unreasonably withheld or delayed). If the Rentable Square Feet of the Premises as so determined is different than the number set forth in Section 1.4 hereof, Base Rent, Tenant's Proportionate Share, and Tenant's Proportionate Share of Operating Expenses shall be adjusted accordingly. The Rentable Square Footage of the Building and the Premises (determined in accordance with the foregoing), the yearly Base Rent for the first Lease Year, Tenant's Proportionate Share, and Tenant's Proportionate Share of Operating Expenses for the First Lease Year shall be amended consistent with the foregoing and acknowledged by Landlord and Tenant in the form of **Exhibit E**.

**3.9 No Abatement.** Except to the extent specifically provided elsewhere in this Lease, no event, occurrence or situation during the Term, whether foreseen or unforeseen, and however extraordinary, shall relieve Tenant from its obligations hereunder to pay Rent, or entitle Tenant to any abatement, diminution, reduction, offset or suspension of Rent whatsoever.

**3.10 CDD Assessments.** The Land is part of the Boggy Creek Community Development District created pursuant to the provisions of Chapter 190, Florida Statutes ("**CDD**"). All lands within the CDD are subject to assessments which are either collected along with customary ad valorem taxes or billed directly by the CDD, and the term "CDD Assessments" shall mean all CDD assessments against or in connection with the Property.

ARTICLE IV  
USE OF PREMISES

4.1 **Permitted Uses.** Tenant may use the Premises for the Permitted Use and for no other use or purpose without the Landlord's prior written approval, such approval to be within Landlord's sole and absolute discretion. Tenant shall not knowingly cause or permit the Premises to be used in any way that constitutes a legal nuisance or waste, which annoys or interferes with the rights of Landlord or other tenants of the Property, or that constitutes a violation of any (i) applicable professional code of ethics, (ii) constitutions, statutes, laws, ordinances, codes, regulations, rulings, licenses, permits, approvals, judgments, orders, decrees and other laws or requirements, as the same may be amended (collectively, "Laws") of the City of Orlando, the County of Orange, the State of Florida, and the United States of America, or any tribal or other applicable authority having jurisdiction, and any governmental or quasi-governmental political subdivision, entity, instrumentality, adjudicative body, agency, commission, department, board, officer or other authorized representative of any of them (collectively, "Governmental Authorities"), in any way relating to Landlord, Tenant, the Premises, the Property, Hazardous Materials (as defined in Section 4.9 below), biological or medical or infectious waste, industrial hygiene, or Landlord's or Tenant's ownership, use, occupancy, construction, maintenance, repair, replacement, remediation, removal or abatement of any of the foregoing (collectively, "Applicable Laws"), or (iii) (a) recorded covenants, conditions or restrictions (including, without limitation, the Restrictions defined in Section 4.2 below), (b) leases (including without limitation the Existing Leases), or (c) any rules or regulations as are prescribed by Landlord from time to time, including, but not limited to, those rules and regulations set forth on **Exhibit F** attached hereto and made a part hereof by this reference (all such items in (a)-(c) being collectively referred to herein as "Restrictions"). Tenant shall obtain and pay for all permits required for Tenant's occupancy of the Premises and shall, throughout the Lease Term, promptly take all actions necessary to comply with all Applicable Laws and Restrictions.

4.2 **Restrictions.** Notwithstanding anything in this Lease to the contrary, Tenant's use and occupancy of the Premises and the Property shall be subject to, consistent with and in compliance with all of the following:

(i) The terms and conditions of those matters set forth on **Exhibit I** attached hereto and by this reference made a part hereof (collectively, the "Permitted Exceptions").

(ii) Tenant acknowledges and agrees that the Property (and the use of the Premises) also is subject to certain use restrictions as set forth in Exhibit "B" of that certain County Deed from the County to UCFREF recorded as Document No. 20180511190 of the Public Records of Orange County, Florida, a copy of which is attached hereto as **Exhibit J** and by this reference made a part hereof. **NOTE: TENANT IS REVIEWING (i) AND (ii) ABOVE.**

4.3 **Use of Common Areas.** The occupancy by Tenant of the Premises shall include the nonexclusive use of all areas within the Building and Land and those other appurtenant areas and improvements that Landlord has the right to use pursuant to the terms of the Sublease Agreement that are not held for exclusive use by persons entitled to occupy space and are provided and designated by Landlord for the common use of Landlord and Tenant (the "Common Areas"), subject, however, to compliance with all Applicable Laws and all Restrictions. The Common

Areas are depicted on **Exhibit B** attached hereto. As between Landlord and Tenant hereunder, Landlord shall at all times during the Lease Term have exclusive control over the Common Areas. Tenant shall keep the Common Areas clear of any obstruction or unauthorized use caused by Tenant or Tenant's agents, employees, contractors and invitees. Subject to the terms of the Existing Leases, Landlord may temporarily close any portion of the Common Areas for any reasonable purpose, provided that there shall be no material, adverse and unreasonable obstruction of Tenant's access to or from the Premises in excess of three (3) business days.

4.4 **Parking.** Landlord shall provide to Tenant the non-exclusive right to use not more than six (6) spaces per one thousand (1,000) Rentable Square Feet in the Premises, including handicapped parking spaces as required by Applicable Laws, in the parking lot or structure located in the Common Areas adjacent to the Building (the "Parking Lot") in areas designated by Landlord for use by Tenant, provided that Tenant's use shall be subject to Applicable Laws and Restrictions, including without limitation the reasonable terms, conditions, rules and regulations as Landlord or the owner of the Parking Lot may establish from time to time with respect thereto (but excluding any parking fees). Landlord shall have the right to reconfigure and/or relocate the Parking Lot and the parking spaces therein, to increase or decrease the number of parking spaces in the Parking Lot, and to allocate particular parking spaces in the Parking Lot for use by different classes of users (e.g., doctors, patients and employees), subject to the requirements of the Restrictions and Applicable Laws, and provided that such reconfigured and/or relocated Parking Lot and parking spaces are located within a reasonable distance of the Building. Notwithstanding the foregoing, in no event will the parking spaces available to Tenant on a non-exclusive basis be less than the number of spaces required by Applicable Laws as of the Effective Date based upon the size of the Premises and Tenant's Permitted Use.

4.5 **Signs.** Landlord shall provide: (i) as part of Operating Expenses, a color monitor in the lobby of the Building to serve as the Building directory (which will include Tenant's name and location), and (ii) at Tenant's sole cost and expense (and as part of the work to be included in the Tenant Improvements), a sign on the door of the Premises identifying Tenant and Tenant's suite number. All other signage requested by Tenant (including modifications to the initial signage), if permitted by Landlord, shall also be at Tenant's sole cost and expense. Tenant shall not place any signs on any part of the Land or Building except for the interior of the Premises without Landlord's prior written consent. All signage shall be in compliance with Applicable Laws and Restrictions.

4.6 **Landlord's Access.** Landlord shall retain a key to the Premises for use in emergency situations. Landlord shall not use such key to enter the Premises for non-emergency situations except at reasonable times and on one (1) business day's advance written notice to Tenant, which notice may be sent by electronic mail. Notwithstanding the foregoing, Landlord shall have the right to access the Premises as otherwise expressly provided in this Lease, and in each case, any entry by Landlord in connection therewith shall not be construed as an actual or constructive eviction of Tenant or as an election by Landlord to terminate this Lease, and Landlord shall in no way be liable for, and Tenant shall not be entitled to abatement of Rent by reason of, such entry, notwithstanding any injury to or interference with Tenant's business arising therefrom. Further, Tenant acknowledges and agrees that the Existing Lessors shall have such access to the Premises as is permitted or provided in the Existing Leases.

4.7 **Quiet Possession.** If Tenant pays Rent and complies with all other terms and conditions of this Lease, and subject to normal construction activity in and around the Building and the Premises, Tenant shall have the quiet enjoyment and possession of the Premises, subject to the terms and conditions of this Lease any mortgages or leases superior to this Lease, including the Master Lease, the Sublease Agreement, Applicable Laws and Restrictions, without hindrance by Landlord or any party claiming by, through or under Landlord.

4.8 **Building Security.** Landlord may restrict access to the Property and/or the Building by requiring Tenant and its employees to show to Landlord's authorized agent or employee prior to entry to the Property a badge or identification card issued by Landlord. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of invasion, mob, riot, terrorist event, public excitement or other commotion or concern for safety of the Property and/or Tenant and the other occupants thereof, Landlord reserves the right to prevent access to the Building during the continuance of the same by closing the doors or otherwise.

4.9 **Hazardous Materials.** Tenant, at Tenant's sole cost and expense, shall be responsible for medical, biomedical, nuclear, special and infectious waste removal from the Premises, and the maintenance and storage thereof pending removal, all in accordance with all Applicable Laws. If Landlord decides to provide medical, biomedical, nuclear, special and infectious waste removal services for its tenants (which decision may be made in Landlord's sole discretion), Tenant may elect to contract separately with Landlord for such services; provided that Tenant shall pay Landlord a reasonable fee for the provision of such service, the amount of which shall be determined by Landlord.

Tenant shall not Knowingly (as defined below) cause or permit any Hazardous Material (as defined below in this Section) to be brought upon, kept or used in or about, or generated or disposed from, the Property, except (i) in limited amounts as may be reasonably necessary to conduct Tenant's business in the Premises, and (ii) in compliance with all Restrictions and Applicable Laws. The foregoing notwithstanding, Tenant shall be permitted to use such Hazardous Material on the Premises as are customarily used in connection with the medical services to be provided therein by Tenant provided the same are stored, used and disposed of in compliance with all Applicable Laws. Tenant shall comply timely and completely with all requirements of Applicable Laws for reporting, keeping and submitting manifests, and obtaining and keeping current identification numbers of any Hazardous Materials. Upon the request of Landlord, Tenant shall make available to Landlord information regarding the use, storage, treatment, transportation, generation and disposal of Hazardous Materials brought on, kept or used in or about, or generated or disposed from, the Property by Tenant and its assignees, subtenants, licensees, contractors, or invitees, and their respective shareholders, members, partners, directors, officers, employees, agents and representatives (all of the foregoing with Tenant collectively, the "Tenant Group"). Tenant shall, on or before the expiration or earlier termination of this Lease, at Tenant's sole cost and expense, remove (in accordance with Applicable Laws and Restrictions) all Hazardous Materials brought on, kept or used in or about, or generated or disposed from, the Property by Tenant Group, including without limitation patients and other customers. In the event Tenant breaches the obligations set forth in this Section, or if any such Hazardous Material results in contamination of the Property, any other property thereon, or any real or personal property outside of the Property, then Tenant shall indemnify, defend (with counsel reasonably acceptable

to Landlord) and hold harmless Landlord and its shareholders, members, partners, directors, officers, employees, agents and representatives (all of the foregoing with Landlord collectively, the "Landlord Indemnitees") from and against any and all actions, causes of actions, judgments, damages, losses, forfeitures, penalties, fines, charges, costs, expenses and other liabilities or obligations or claims therefore (collectively, "Claims"), including, but not limited to, attorney's fees, court costs, expert fees, and investigation, removal, remediation, response and monitoring costs, which arise during or after the Lease Term as a result of such breach or contamination, and Tenant shall promptly take all actions, at its sole cost and expense, as are necessary to return the Property and any other affected property to their respective condition immediately prior to such breach or release of any such Hazardous Materials; provided that, in any case, Landlord's written approval of any and all such actions shall first be obtained, and Landlord shall have the right to control same (including the manner in which such actions are performed).

Tenant shall immediately notify Landlord of any breach of Tenant's obligations under this Section 4.9 and any release of Hazardous Materials on or at the Premises or Property of which it has Knowledge (as defined below), and the notice shall include within a reasonable time, a description of any measures taken or proposed to be taken to contain and remedy same. Landlord shall have the right to perform any and all environmental investigations deemed necessary or desirable by Landlord, including, but not limited to, "Phase II" or other invasive environmental testing. If Landlord performs such testing based in whole or in part on Landlord's good faith belief that Tenant has breached the obligations stated in this Section 4.9 or that any Hazardous Material Knowingly introduced or released by any of the Tenant Group has contaminated the Property, Tenant shall pay for the cost of such environmental testing. As used herein, (a) the term "Hazardous Material(s)" means any harmful, radioactive, dangerous, infectious, hazardous, biomedical, nuclear, radioactive, or toxic liquid, gas, solid, waste, substance or material that is or becomes regulated by any Applicable Law or governmental authority or in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to any Applicable Law, and (b) the terms "Knowingly" and "Knowledge" shall include all matters of which Tenant or any shareholder, member, partner, director, officer, employee, agent or representative of Tenant (all of the foregoing with Tenant collectively, the "Tenant Indemnitees") has actual knowledge or, with exercise of reasonable diligence, should have had knowledge. The covenants contained in this Section 4.9 shall survive the expiration, cancellation or termination of this Lease.

#### **4.10 Structured Data, Domain Name, Telephone and Network.**

A. Structured Data Cabling. Upon Tenant's request and at Tenant's sole expense, Landlord shall install or cause to be installed in the Premises structured data cabling intended to facilitate the interconnection of computers and information systems. The cost and installation of any other data cabling to support Tenant's computer and information systems within the Premises shall be the responsibility of Tenant. If Tenant desires to install its own structured data cabling, such cabling must be done at Tenant's sole expense by a licensed contractor who will be responsible for obtaining their own electrical permit. Prior to installation of any cabling, Tenant must obtain Landlord's prior written approval of the location and nature of the cabling, as well as the contractor doing the installation (which consent shall not be unreasonably withheld, conditioned or delayed). If Tenant installs data cabling after the date of this Lease, Landlord may, at the time it consents to the installation of such cabling (or at any time if Landlord does not consent

to the installation) request that Tenant remove such cabling upon the expiration of this Lease (in which case Tenant shall remove such cabling) and restore any damage caused by such removal.

B. Domain. Tenant shall be required to have and use its own internet domain name, and Tenant shall not be permitted to use Landlord's (or the University of Central Florida's) domain name or any domain name which suggests a relationship or affiliation with either Landlord or the University of Central Florida).

C. Telephone Service. All telephone utility charges, including setup, installation and ongoing service charges will be the responsibility of Tenant.

D. Network. To the extent Tenant uses, accesses and/or provides Internet services for whatever reason at the Premises, then Tenant shall at all times maintain Internet access via an Internet Service Provider ("ISP") with whom Tenant has directly contracted. Via such ISP contract, Tenant shall specify the terms of service for such Internet access including Tenant's desired service levels and type (e.g., data capacity, latency, jitter, packet loss, resiliency/disaster recovery, VPN and the like). Landlord shall have no responsibility for providing Internet access to or at the Premises, nor does Landlord warrant or represent that Internet service is available, and if available, that it is available at any particular service level.

At no time will Tenant use, access, monitor or interfere with the Internet access and service provided to Landlord, or that of any other tenant, and Tenant shall not suffer to permit any of its employees, contractors or invitees to use, access or interfere with such Internet access service. Tenant shall at all times maintain a computer network that is separate and apart from that of Landlord with no interconnects, network connections, or wireless connections. Landlord shall not be, and Tenant shall at all times be, responsible for the safety, security, proper functioning and working of Tenant's computer system, including without limitation, its firewalls, routers, wireless receivers, computers, peripherals, printers, scanners, copiers, Internet connections, virus/malware/intrusion protection and the like ("System"). Landlord is not responsible for providing to Tenant any guaranteed level or power, uninterrupted power or surge protection. In the event of an adverse event negatively effecting Tenants' System, Landlord shall have no responsibility for the same. Landlord shall provide Wi-Fi internet service accessible to the Common Areas within the Building.

4.11 **Building Hours**. The Building shall be open weekdays from 8:00 a.m. to 5:00 p.m., Monday through Friday (except for national holidays) (the "Normal Operating Hours"). Before and after Normal Operating Hours, all persons entering into or departing from the Building shall use the entrance(s) designated by Landlord from time to time for that purpose. Subject to Applicable Laws and the Restrictions, Tenant (and its employees) shall have access to the Premises, the Building and the Parking Lot twenty-four (24) hours per day, seven (7) days per week, fifty-two (52) weeks per year and at least one (1) elevator in the Building shall be in service at all times before and after Normal Operating Hours.

4.12 **UCF Lake Nona Cancer Center Member Association**. Tenant shall be required to be, and Tenant hereby covenants and agrees to be, a member of and participate in the UCF Lake Nona Cancer Center (UCF LNCC) Member Association. The terms and conditions of Tenant's

membership and participation in the UCF LNCC are set forth on **Exhibit K** attached hereto and by this reference made a part hereof.

#### 4.13 Regulatory Provisions.

A. Landlord and Tenant each represent and warrant to the other that it (i) is not currently excluded, debarred or otherwise ineligible to participate in Medicare or any federal health care program under section 1128 and 1128A of the Social Security Act or as defined in 42 U.S.C. § 1320a-7b(f) (the “Federal Health Care Programs”); (ii) has not been convicted of a criminal offense related to the provision of healthcare items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in any Federal Health Care Program; and (iii) is not under investigation or otherwise aware of any circumstances which may result in it being excluded from participation in any Federal Health Care Program. The foregoing representation shall be an ongoing representation and warranty during the term of the Lease and Landlord or Tenant shall immediately notify the other of any change in the status of the representation and warranty set forth in this Section, at which time the party being notified will have the right to immediately terminate the Lease.

B. Upon the written request of the Secretary of the U.S. Department of Health and Human Services, the U.S. Comptroller General of the Government Accounting Office, or their authorized representatives, Landlord shall make available the Lease and all books, documents, and records necessary to certify the nature and extent of Landlord’s costs with respect to the Lease and the Premises for a period of four (4) years after performing its duties hereunder. If the Landlord carries out any of its duties under the Lease through a subcontract worth \$10,000 or more over a 12-month period, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their authorized representatives to such subcontractor’s books and records.

C. Landlord and Tenant enter into the 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 the Lease, neither party will intentionally conduct itself under the terms of the 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 the Lease shall require either party to refer any patients to the other, or to any affiliate or subsidiary of the other.

D. If any legislation, regulation or government policy is passed or adopted, the effect of which would cause either party to be in violation of such laws due to the existence of any provision of the Lease, then Landlord and Tenant agree to negotiate in good faith for a period of ninety (90) days to modify the terms of the Lease to comply with applicable law. Should the parties hereto fail to agree upon modified terms to the Lease within this time, then either Landlord or Tenant may immediately terminate the Lease by giving written notice to the other party. **NOTE: TENANT STILL REVIEWING LANDLORD’S DELETIONS TO THIS PROVISION.**



E. For purposes of this Section of the Lease, “protected health information”, or “PHI” shall have the meaning defined by the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the “Privacy Standards”), as promulgated by the Department of Health and Human Services (“HHS”) pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). The parties agree that neither Landlord nor its contractors, subcontractors or agents shall need access to, nor shall they use or disclose, any PHI of Tenant. However, in the event PHI is disclosed by Tenant or its agents to Landlord, its, contractors, subcontractors or agents, regardless as to whether the disclosure is inadvertent or otherwise, Landlord agrees to take reasonable steps to maintain, and to require its contractors, subcontractors and agents to maintain, the privacy and confidentiality of such PHI. The parties agree that the foregoing does not create, and is not intended to create, a “business associate” relationship between the parties as that term is defined by the Privacy Standards.

**4.14 No Encumbrances.** Tenant shall not permit to be created nor to remain undischarged any lien, encumbrance or charge arising out of any work of any contractor, mechanic, laborer or materialman which might be or become a lien or encumbrance or charge upon all or any portion of the Property or the income therefrom or suffer any other matter or thing whereby the estate, right and interest of Landlord in the Premises or in the Property might be impaired. Neither the Property nor Landlord’s interest therein shall be subject to attachment. Tenant shall include in all contracts and subcontracts for work to be performed on Tenant’s behalf at the Premises provisions wherein such contractor or subcontractor acknowledges that Landlord has no liability under such contracts and subcontracts and that such contractor or subcontractor waives, to the fullest extent permitted by Applicable Law, any right it may have to lien or attach the Property or Landlord’s interest therein. Landlord shall have the right to post and/or record notices of non-responsibility and any other notices required or permitted by Applicable Laws to avoid liability for any work performed by or on behalf of Tenant. If any lien or notice of lien on account of an alleged debt of Tenant or any notice of contract by a party engaged by Tenant or Tenant’s contractor to work in the Premises shall be filed against the Premises or the Property, Tenant shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, bond or otherwise. If Tenant shall fail to cause such lien or notice of lien to be discharged within the period provided, then Landlord may, but shall not be obligated to, discharge the same by either paying the amounts claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings; and in any such event, Landlord shall be entitled, if Landlord so elects, to defend any prosecution of an action for foreclosure of such lien by the lienor or to compel the prosecution of an action for foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Any amount paid by Landlord and all costs and expenses, including reasonable attorneys’ fees, incurred by Landlord in connection therewith shall be paid by Tenant to Landlord on demand. Nothing in this Lease shall be construed as in any way constituting a consent or request by Landlord, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific or general improvement, alteration or repair of or to any part of the Premises.

**4.15 PET-CT Services Exclusive.** In addition to the foregoing, during the period of time beginning on the Effective Date and terminating upon the expiration of the fifth (5th) Lease Year of the Lease Term (the “Exclusivity Period”), Tenant shall have the exclusive right in the

Building to provide positron emission tomography – computed tomography services (the “PET-CT Services”). During the Exclusivity Period, Landlord will not permit any other space in the Building to be used for PET-CT Services. Landlord represents and warrants to Tenant that no other existing leases or occupancy agreements entered into by Landlord allow the use of PET-CT Services during the Exclusivity Period. For the purpose of this paragraph, “PET-CT Services” shall mean and include diagnostic use of an imaging modality that combines PET and CT scanning in a single gantry

**4.16 Leadership Roles and Marketing.** Notwithstanding anything in this Lease to the contrary (including but not limited to the provisions of **Exhibit K** attached hereto), no Permitted Use, Restrictions, or provision contained in this Lease or in any other document, instrument, or agreement regarding the Tenant's use and occupancy of the Premises, shall directly or indirectly require Tenant or any medical practitioner who performs or provides any services for or on behalf of Tenant to (i) provide a leadership role or have any ownership interest (partial or full) in any hospital or free standing cancer program, IPA or health care facility that is directly or indirectly owned, controlled, operated, managed, or leased by Landlord, the University of Central Florida (“UCF”), a UCF direct service organization, or any of its or their direct or indirect affiliates, or (ii) be involved in any public relations or marketing campaign which features any of the programs or facilities as described in or contemplated by clause (i) of this Section 4.16 without Tenant’s written consent.

**4.17 Generator.** Tenant may, at its sole expense and subject to Landlord's approval rights set forth below, obtain and complete installation of a generator (and an above-ground fuel/storage tank serving the generator) for back-up emergency electrical power to the Premises at the approximate location on the Land shown on **Exhibit B** attached hereto (collectively, the “Generator”). In connection with the Generator, Tenant shall be permitted to use only an above-ground fuel/storage tank (“AST”), and shall be prohibited from the installation or use of an underground fuel/storage tank. Tenant shall be fully and solely responsible for the installation of the Generator, which installation shall be performed as part of the Tenant Improvements (as defined and described in **Exhibit D**). All extensions and connections of the Generator to the Premises shall be fully located underground at locations approved by Landlord, and Tenant shall fully restore any affected areas at the Premises, Building or Land to their prior condition after such installation, at Tenant's sole expense. Any tests, maintenance, repairs, or replacements related to the Generator, and the times and dates such are performed, shall also be subject to Landlord's approval, and shall all be performed at dates and times and in a manner to minimize to the extent reasonably possible any disruption, nuisance or interference with any other tenants in the Building, including but not limited to such disruption, nuisance or interference arising from sound, vibration or odor. All fuel related to the Generator shall be handled by Tenant and its agents and contractors in a manner fully consistent with all Applicable Laws and the provisions of Section 4.9 of this Lease. As a condition of Tenant's installation and use of the Generator, Tenant shall provide to Landlord a commercial liability insurance policy (in form and with coverage amounts reasonably satisfactory to Landlord and naming Landlord as the primary insured) specifically insuring against liabilities related to personal injury, death or property damage arising from or related to the presence and/or use of the generator, fuel tank and related fuel. In the event of any violation of the terms of this Section 4.17 by Tenant, Landlord may (without limitation) require the immediate removal of the Generator at Tenant's sole expense. **NOTE: TENANT’S RISK MANAGEMENT IS REVIEWING THIS.**

Tenant covenants and agrees that: (i) the pad-mounted generator and AST comprising the Generator (as herein defined) to be constructed or installed (and utilities serving such improvements) shall be constructed and operated in accordance with all Applicable Laws; (ii) in the event of a change in any Applicable Laws or regulations affecting ASTs, and if required by Applicable Laws, Tenant will comply with such revised requirements, including the time frame specified by such requirements and subject to regulatory-approved extensions; (iii) Tenant shall undertake all monitoring and testing of any ASTs (and component parts, piping and vents), other fuel storage and distribution equipment required by any Applicable Laws; and (iv) Tenant shall be responsible for complying with all other laws, rules, regulations or requirements of any governmental authority, including but not limited to any financial obligations, regarding the existence, removal, repair, operation, installation or other condition of the AST (and component parts, piping and vents) and other fuel storage and distribution equipment.

Tenant agrees to hold Landlord harmless from liability from injury to any person or damage to property, or from any other loss, cost or expense (including reasonable attorneys' fees) resulting from Tenant's operation of the Generator and/or any release from or associated with the Generator. The provisions of this paragraph shall survive the expiration or sooner termination of this Lease.

In the event of a casualty or damage to the Generator, Tenant shall either: (a) promptly restore the Generator; or (b) within thirty (30) days following the casualty or damage (or as soon thereafter as reasonably practical if any required permits for removal are pending), remove the Generator (including the AST) in compliance with Applicable Laws and deliver to Landlord copies of all correspondence and notifications from the appropriate regulatory authorities evidencing that the AST has been removed, along with a tank closure report, in form and substance required by Applicable Laws (the "Generator Restoration Work").

Within thirty (30) days after the expiration or sooner termination of this Lease (or as soon thereafter as reasonably practical if any required permits for removal are pending), Tenant shall complete the work contemplated in subsection (b) under the definition of Generator Restoration Work, subject to the terms and conditions of said subsection (b).

In the event that a release from or associated with the Generator ("Tenant Release") is discovered, Tenant shall immediately notify Landlord and deliver to Landlord complete copies of all notices, demands, or other communications received by Tenant with respect thereto. In the event of a Tenant Release, Tenant shall undertake any actions required to further assess, investigate, remediate, monitor and properly dispose of Hazardous Materials as may be required by Applicable Laws, including Chapter 62.780, Florida Administrative Code ("F.A.C."), and only if the Hazardous Materials are identified above applicable contaminant cleanup target levels as set forth in Chapter 62.777, F.A.C. Tenant shall notify Landlord in advance of all meetings scheduled between Tenant and any governmental entity, and Landlord may attend all such meetings. Tenant shall promptly furnish to Landlord true and complete copies of all documents, submissions and correspondence provided by Tenant to the appropriate governmental entity, and all documents, reports, directives and correspondence provided by the governmental entity to Tenant. Tenant shall promptly furnish to Landlord true and complete copies of all sampling and test results obtained and prepared from samples and tests taken at and around the Generator.

Notwithstanding any other provision of this Lease to the contrary, upon Landlord's receipt of a notice of a Tenant Release from Tenant as provided above, Landlord and Landlord's agents, servants and employees, including, but not limited to, legal counsel and environmental consultants and engineers, shall have the right, upon reasonable notice (or at any time during any environmental emergency), to inspect the Generator and to investigate the Tenant Release. Tenant shall not restrict access to any part of the Generator or impose any conditions to Landlord's access. During such inspection, Landlord shall have the right to take such samples and conduct such tests as it may determine at its sole discretion to be necessary or advisable. The incurrence by Landlord of any expenses under the provisions of this paragraph shall not impair any claim for indemnification Landlord may have under the provisions of this Lease.

Tenant shall (A) with respect to any Tenant Release during the Lease Term, and (B) upon the expiration or earlier termination of this Lease, conduct routine environmental testing and reporting, if required by Applicable Laws (copies of which tests and reports shall be provided by Tenant to Landlord). Prior to the commencement of such testing, Tenant shall issue a proposed testing scope, and the Landlord and Tenant shall take reasonable efforts to agree upon an acceptable testing scope for the Generator. In the event the testing reveals a Tenant Release, Tenant shall have the obligation to remediate Hazardous Materials as required by Applicable Laws to the extent that Hazardous Materials are identified above applicable contaminant cleanup target levels as set forth in Chapter 62-777, F.A.C.

Tenant shall promptly notify Landlord as to any liens threatened or attached against the Property pursuant to any Applicable Laws that arise from Tenant's use of the Generator. If such a lien is filed, Tenant shall, within fifteen (15) days from the date that the lien is placed, and in any event prior to the date any governmental entity commences proceedings to foreclose the lien, either (1) pay the claim and remove the lien, or (2) furnish either a bond satisfactory to Landlord in the amount of the claim out of which the lien arises, a cash deposit in the amount of the claim out of which the lien arises, or other security satisfactory to the Landlord in the amount sufficient to discharge the claim out of which the lien arises.

Tenant shall remain current in payment of all annual registration and other fees due under all Applicable Laws to ASTs.

## ARTICLE V MAINTENANCE, REPAIRS AND ALTERATIONS

**5.1 Tenant's Maintenance and Repair Obligations.** Unless otherwise agreed in writing by and between the Landlord and the Tenant in advance, Tenant, at its sole cost and expense, shall maintain, repair and replace the Generator and all nonstructural interior portions of the Premises in the condition as existed on the Rent Commencement Date (or on any later date that any improvements may have been installed), excepting ordinary wear and tear. All maintenance, repairs and replacements shall be equal in quality to the original improvements installed from time to time (as determined by Landlord in its reasonable discretion), shall be made only by a licensed, bonded and insured contractor approved in writing in advance by Landlord and shall be made only at the time or times approved by Landlord. If Tenant shall fail to perform the obligations required by this Section 5.1 after reasonable notice from Landlord, then Landlord may, but shall not be obligated to, perform such obligations on behalf of Tenant and at Tenant's expense,

and Tenant shall promptly reimburse Landlord for all costs and expenses incurred within five (5) days after receipt of an invoice from Landlord.

**5.2 Landlord's Maintenance and Repair Obligations.** Subject to the terms and conditions of the Existing Leases (and the obligations of the respective Existing Lessors thereunder), Landlord shall cause to be maintained, repaired and replaced all portions of the Building, excluding those portions of the Premises and other parts of the Building required to be maintained, repaired and replaced by Tenant pursuant to Section 5.1 above. Notwithstanding the foregoing, Tenant shall be responsible at its sole cost and expense for any maintenance, repair or replacements required as a result of the act or omission of any of the Tenant Group. The cost of all maintenance, repair and replacement required to be performed (or caused to be performed) by Landlord or UCFBOT pursuant to this Lease (except the cost to maintain repair and/or replace any Latent Defects) shall be included as an Operating Expense. Tenant shall provide Landlord and Landlord's designees with access to the Premises as may be necessary for Landlord's satisfaction of its obligations under this Section. Tenant shall have no right to perform the obligations of Landlord pursuant to this Section 5.2 and hereby waives all statutory and other rights to perform such obligations or to offset any Rent due as a result of Landlord's failure to perform its obligations under this Lease. Landlord shall use commercially reasonable efforts to minimize the amount of injury to or interference with Tenant's business arising from the performance of its obligations under this Section.

**5.3 Utilities and Services.** All utility charges incurred by Landlord, if any, in connection with the operation of the Property that are not separately metered or otherwise separately charged to Tenant or another tenant in the Building shall be included as an Operating Expense. Landlord will provide all of the following utilities and services: (i) electricity, water and sanitary sewer for the Premises, as reasonably necessary for the Permitted Use; and (ii) heat and air-conditioning as reasonably required for Tenant's comfortable use and occupancy of the Premises during Normal Operating Hours. Notwithstanding the foregoing, Tenant acknowledges that the PET-CT Services require significant electrical service, and therefore Tenant's PET-CT Services equipment and facilities shall be separately sub-metered to Tenant, and Tenant shall be responsible for the cost of all utilities serving the PET-CT Services equipment and facilities. Tenant also shall be obligated at its expense to provide (x) general janitorial and cleaning services for the Premises, and (y) lightbulb replacement in the Premises. All such Landlord services shall be provided in a manner that is consistent with those services provided in comparable medical office buildings of similar size and age which are located within the local community.

If Landlord determines, in its reasonable judgment, that Tenant uses a disproportionate amount of such utilities and/or services, Landlord may impose on Tenant a reasonable surcharge for such usage. Landlord shall not be liable for any failure to furnish, or interruption to or quality or quantity of, any utility or service provided at the Premises, and Tenant hereby waives any right or Claim (defined below) for damages, and hereby agrees that Tenant shall not be relieved of any obligation to pay Rent or perform any other obligation under this Lease, and that such failure, interruption or quality or quantity shall not under any circumstances constitute an actual or constructive eviction of Tenant; provided that, with respect to utility services supplied by Landlord (as opposed to any independent service provider), Landlord shall be liable for any failure to furnish any utility or service that is caused solely by Landlord's gross negligence or willful misconduct, except that Landlord shall not be liable so long as it diligently commences to promptly restore the

utility or service. Tenant shall comply with all rules and regulations that Landlord may reasonably establish for the provision of services and utilities, and shall comply with all requirements any governmental authority shall mandate for energy conservation and cooperate with all reasonable conservation practices established by Landlord and applied uniformly to tenants in the Building. Landlord shall have access to the Premises, at reasonable times, to inspect, repair or replace all mechanical, electrical, plumbing, life/safety, and HVAC systems therein. Notwithstanding anything to the contrary contained in this Lease, Landlord may, with notice to Tenant, or without notice in the case of an emergency, access the Premises and cut off and discontinue gas, water, electricity and any or all other utilities or services whenever such discontinuance is necessary in order to make repairs or alterations to any portion of the Property or due to any Force Majeure.

**5.4 Alterations, Additions, and Improvements.** Tenant shall not make any Alterations to the Premises without Landlord's prior written consent, such consent to be within Landlord's reasonable discretion. Tenant shall promptly remove any Alterations constructed in violation of this Section 5.4 on Landlord's written request. On or before the Termination Date, Tenant shall, at its sole cost and expense, remove all Alterations (and repair all damage caused thereby), but only if Landlord notified Tenant of such obligation in writing as a condition of Landlord authorizing such Alteration to be made. The Tenant Improvements shall not be removed on or before the Termination Date. All Alterations shall be done in a good and workmanlike manner, in conformity with all Restrictions and Applicable Laws, and by a qualified, licensed contractor approved in writing by Landlord and having insurance in compliance with Section 6.1 hereof. Landlord may require Tenant to provide demolition and/or lien and completion bonds in a form and amount reasonably satisfactory to Landlord. Tenant shall give Landlord at least twenty (20) days' written notice prior to the commencement of any Alterations whether or not Landlord's consent thereto is required. If the nature of Tenant's Alterations to the Premises requires the Premises or the Property to be modified to comply with any Restrictions or Applicable Laws, then upon Landlord's written notification to Tenant and at Landlord's sole option, Tenant shall be required to undertake such compliance, including the payment of all costs and expenses associated therewith, or Landlord may undertake such compliance in which event Tenant shall reimburse Landlord for the costs and expenses associated therewith within fifteen (15) days after receipt of Landlord's invoice therefor (it being agreed that the parties will cooperate in good faith to agree upon the anticipated costs of such work prior to the work being performed).

**5.5 Changes and Additions to Land and Building.**

A. The Existing Lessors shall have all rights to make changes and additions to the Building and Land as are provided in the Existing Leases. Landlord and the Existing Lessors shall have the exclusive right to use all or any part of the roof over the Building and exterior walls of the Building for any purpose, to erect in connection with the construction thereof, temporary scaffolds and other aids to construction on the exterior of the Building, provided that access to the Premises shall not be materially obstructed, and to install, maintain, use, repair and replace pipes, ducts, conduits and wires leading through the Premises and serving other parts of the Property in locations which will not materially interfere with Tenant's use thereof. In addition to the foregoing, Landlord may make any use it desires of the side and rear walls of the Premises, provided that there shall be no encroachment upon the interior of the Premises. Landlord hereby reserves, and the Existing Lessors shall have, the right at any time to make alterations or additions to, and to build additional stories on, the Building in which the Premises are contained and to build adjoining

the same, and to add structural support columns that may be required within the Premises or Common Areas (provided that such support columns are located shall not materially impair Tenant's commercially reasonable use thereof). Landlord also reserves, and the Existing Lessors shall have, the right from time to time to construct other buildings or improvements on the Land and to make alterations thereof or additions thereto, to enclose area or remove any enclosure, and to build additional stories on such building or buildings and to construct subterranean, deck or elevated parking facilities on and to change the methods of access to and from the Land and the Premises and to incorporate additional land into the Land and take any of the foregoing actions thereon. Landlord also reserves, and the Existing Lessors shall have, the right to change the name of the Building and the address or designation of the Premises or the Building in which the Premises are located.

B. If Landlord (or either of the Existing Lessors) exercises any rights reserved under this Article or granted by any other provisions of this Lease and makes any use of, or alterations, modifications, improvements or additions to, the Premises or any other portion of the Property, Landlord (and the Existing Lessors) shall in no way be responsible or liable for any effect on Tenant's business of any nature whatsoever, either during or after such use, alterations, modifications, improvements or additions, provided that there shall be no material, adverse and unreasonable obstruction of Tenant's access to or from the Premises in excess of three (3) business days in the aggregate.

## ARTICLE VI INSURANCE AND INDEMNITY

6.1 **Insurance.** Tenant shall at all times carry and maintain the insurance in **Exhibit G** attached hereto at Tenant's sole cost and expense. In addition, Tenant shall require that any contractor engaged by Tenant to perform any work in the Premises, including without limitation repairs and Alterations pursuant to Article 5, maintain insurance in amounts and form required by Landlord's then-current insurance requirements.

6.2 **Waiver of Claims and Subrogation.** The Tenant Group shall store their property in and shall occupy and use the Premises and any improvements therein and appurtenances thereto, and all other portions of the Property, solely at their own risk. Landlord Group (as herein defined) shall not be liable at any time for any loss of life, or injury or damage to any person or to any property or business of the Tenant Group, including without limitation those caused by, or resulting from, the bursting, breaking, leaking, running, seeping, overflowing or backing up of water, steam, gas, sewage, snow or ice from or in the roof, walls, basement or any other part of the Property, Force Majeure Events, gas, fire, oil, electricity or similar hazard, or resulting from any defect or negligence in the occupancy, construction, operation or use of the Property or any of the improvements, fixtures, equipment, machinery, appliances or apparatus therein, and Tenant, on behalf of all Tenant Group, hereby releases the Landlord Group, to the fullest extent permitted by law, from all such Claims. Furthermore, Landlord shall not be responsible or liable at any time to any of the Tenant Group for any such Claims that may be occasioned by any failure of Landlord or its assignees, subtenants, licensees, contractors or invitees, and their respective shareholders, members, partners, directors, officers, employees, agents and representatives (all of the foregoing with Landlord collectively, the "Landlord Group"), to comply with any of the terms of their leases or occupancy agreements, or that may be occasioned by or through the acts, omissions or

negligence of same, and Tenant hereby expressly waives any Claim for such damages against Landlord. In addition, Landlord Group shall not be liable to Tenant, and Tenant, on behalf of all Tenant Group and their respective insurers, hereby releases Landlord Group from liability and waives any and all of their respective Claims against Landlord Group (including without limitation any right of subrogation), for any loss or damage to Tenant's Alterations and other leasehold improvements and personal property covered (or that would be covered) by any insurance policy actually maintained (or required by this Lease to be maintained by Tenant), including self-insurance, regardless of the cause, including without limitation any of the causes set forth above. Tenant shall cause its insurance policies to contain or be endorsed with a provision by which the insurer shall waive its right of subrogation against Landlord Group to the extent rights have been waived by the insured before the occurrence of injury or loss. Tenant hereby agrees to immediately deliver written notice to Landlord if such provision is not included in any of its policies maintained or required to be maintained by Tenant pursuant to this Lease. Notwithstanding the foregoing, nothing in this Section 6.2 shall be deemed to waive any Claim for damage, loss or injury resulting from the gross negligence or intentional misconduct of Landlord or the Landlord Group. The foregoing provisions shall survive the termination of this Lease.

**6.3 Tenant's Indemnity.** Except to the extent due to the gross negligence or willful misconduct of the Landlord Group, and subject and in addition to Tenant's indemnities set forth in Section 4.9, Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord) and hold harmless the Landlord Indemnitees from and against any and all Claims actually incurred and caused by or arising out of (i) the use or occupancy of the Property by the Tenant Group, (ii) the conduct of the business of, or anything else done or permitted by, any of the Tenant Group in, on or about the Property, including without limitation any act or omission of the Landlord Indemnitees which is taken or fails to be taken in reliance upon any act, omission or statement of any of the Tenant Group, or (iii) any breach or default in the performance of Tenant's obligations under this Lease (however, in no event shall Tenant be liable for punitive, speculative, consequential or special damages). The foregoing indemnity shall survive the expiration, cancellation or termination of this Lease.

## ARTICLE VII DAMAGE

Tenant shall give prompt notice to Landlord in case of fire or other casualty, accident or damage to the Building, or of any defects therein or in any of Landlord's fixtures, machinery or equipment. Subject to the terms and conditions of the Existing Leases, if all or any portion of the Building is damaged by same, Landlord shall proceed at Landlord's sole expense with commercially reasonable diligence to repair the damage, subject to and in accordance with Applicable Laws and Restrictions, unless (i) Landlord reasonably determines that the cost of such repair and all Operating Expenses, Taxes and Landlord's other expenses relating to the Building and Land (collectively, "Interim Owner Costs") are anticipated to exceed the proceeds of Landlord's insurance and any rent or other income from the Building actually available or to be made available to Landlord, (ii) Landlord reasonably determines that the damage cannot, with reasonable diligence, be fully repaired by Landlord (or cannot be safely repaired because of the presence of hazardous factors, including, without limitation, Hazardous Material, earthquake faults, and other similar dangers) within six (6) months after the date of the damage, (iii) an event of default by Tenant has occurred and is continuing at the time of such damage, (iv) the damage



occurs during the final twelve (12) months of the Lease Term, (v) the damage exceeds thirty-five (35%) of the cost of replacement of the Building, or (vi) the Sublease Agreement is terminated on account thereof. If any of the circumstances set forth in clause (i) through (vi) above exists, then Landlord shall elect in its sole discretion, by written notice (the "Damage Termination Notice") to Tenant given within ninety (90) days after the later of the date of the occurrence of such damage or, if an insured loss, the date Landlord receives its final insurance adjustment for such claim, to either terminate this Lease or repair such damage. If Landlord so elects to terminate this Lease, such termination shall be effective on the date of Tenant's receipt of the Damage Termination Notice. If Landlord elects to repair the damage, then Landlord shall proceed with commercially reasonable diligence to repair the damage, subject to and in accordance with Applicable Laws and Restrictions; however, if the damage is not repaired within twelve (12) months following the date of casualty (as extended by one (1) day for any delay caused by Force Majeure) regardless of the cause or reason for Landlord's failure other than Force Majeure, then Tenant may terminate this Lease by written notice given to Landlord at any time prior to the completion of the repair, whereupon Rent (to the extent not abated) shall be prorated and accounted for as between Landlord and Tenant as of the date of such termination. Unless Landlord elects to terminate this Lease in accordance with this Article, this Lease shall continue in effect for the remainder of the Lease Term; provided that, Rent shall be abated for so long as Tenant cannot reasonably (a) occupy the Premises, provided that Tenant does not, in fact, occupy the Premises, or (b) conduct its business in the Premises in a substantially similar manner as before the damage occurred, in either case as a result of such damage. Notwithstanding anything to the contrary contained in this Lease, (x) Landlord's obligations under this Article are conditioned upon and subject to the rights of UCFREF pursuant to the Master Lease, UCFBOT pursuant to the Sublease Agreement, any of the Existing Lessors' lenders under any mortgage or other agreement (as the case may be), and/or any of Landlord's lenders under the terms of any leasehold mortgage or other agreement (as the case may be), and (y) if the damage to the Premises is caused by the negligence or intentional misconduct of any of the Tenant Group, Tenant shall be liable to Landlord for the cost and expense of all repairs and restoration, and Tenant shall not be entitled to any Rent abatement as a result of the casualty. In the event of damage, destruction, or other casualty which results in the termination of this Lease pursuant to this Section, Tenant shall be entitled to receive all insurance proceeds payable under any insurance policy maintained by Tenant relative to the Tenant Improvements, less any unamortized portion of the Tenant Improvement Allowance which shall be payable to Landlord from such insurance proceeds actually received by Tenant, and the terms of this sentence shall survive a termination of this Lease.

## ARTICLE VIII CONDEMNATION

If all of the Premises are taken or otherwise transferred directly or indirectly for a period in excess of ninety (90) days by any governmental authority (a "Condemning Authority") in the exercise of any right of eminent domain or condemnation by proceedings or otherwise, or by agreement with Landlord, UCFREF, or UCFBOT and the Condemning Authority (any such taking or other action, a "Taking"), then this Lease shall terminate effective as of the earliest of the following with respect to any Taking: (i) final entry into possession by the Condemning Authority, (ii) entry of a final order of a court of competent jurisdiction awarding possession to the Condemning Authority, or (iii) delivery of an instrument of conveyance to the Condemning Authority (the "Taking Date"). If there is a Taking of only a portion of the Premises and/or any

portion of the Land or Building (other than the Premises) or any right appurtenant thereto (including without limitation any of the Common Areas located outside the Land), and (a) the loss of which, in Landlord's reasonable determination, would have a material and adverse impact on Tenant's use and enjoyment of the Premises, (b) the condemnation proceeds actually available to Landlord as a result of the Taking are not sufficient, in Landlord's reasonable determination, to pay the cost of restoring same and to pay the Interim Owner Costs, or (c) due to the material adverse effect of such Taking, Landlord elects to discontinue the operation of the Sublease Space, Landlord may terminate this Lease effective as of the Taking Date. If this Lease is not terminated as provided in this Article, then, promptly after receipt of the condemnation award, Landlord (or the Existing Lessors, as applicable) shall proceed to restore the Premises and/or the Common Areas within the Land substantially to the condition of same that existed immediately prior to the Taking, and Rent shall abate to the extent that Tenant's use and enjoyment of the Premises is interrupted, as reasonably determined by Landlord. Landlord shall be entitled to receive the entire amount of the condemnation award, provided that nothing in this Article shall be deemed to prevent Tenant from seeking any award against such authority for the taking of personal property and fixtures belonging to Tenant or for any undepreciated portion of the expenses incurred by Tenant for the completion of the Tenant Work (for clarification, the amount of the Tenant Improvement Allowance actually applied to the reduction of Rent through the date of such termination shall not be included in this amount) or for relocation or business interruption expenses. No temporary taking of the Premises or any portion of the Property for a period less than ninety (90) days shall terminate this Lease or give Tenant any termination or Rent abatement right, and any award specifically attributable to a temporary taking of the Premises shall belong entirely to Landlord, except for relocation or business interruption expenses that shall belong entirely to Tenant. Notwithstanding anything to the contrary contained in this Lease, Landlord's obligations under this Article are conditioned upon and subject to the terms of the Existing Leases and/or any rights of a Secured Lender (as hereinafter defined).

## ARTICLE IX ASSIGNMENT AND SUBLETTING

9.1 **Transfers by Tenant.** Notwithstanding any references in this Lease to Tenant's assignees, subtenants or other persons, Tenant shall not, voluntarily, involuntarily or by operation of law, sell, mortgage, pledge, or in any manner transfer or assign this Lease, in whole or in part, or sublet the whole or any part of the Premises, or permit any other persons to occupy same, directly or indirectly (as set forth below) (each, a "Transfer"), without: (i) Tenant's delivery of written notice to Landlord of such proposed Transfer (a "Transfer Notice"), including all terms and conditions determined by Landlord to be a reasonably sufficient description of such proposed Transfer, not less than sixty (60) days in advance of such proposed Transfer; (ii) Landlord's prior written consent to the Transfer described in such Transfer Notice, which consent shall be within Landlord's sole and absolute discretion, except that if the proposed transferee has a net worth equal to or greater than the net worth of Tenant at the time of such proposed transfer and such transferee is otherwise able to comply with the terms of this Lease, Landlord's consent to such Transfer shall not be unreasonably withheld, conditioned or delayed; and (iii) compliance with all other applicable terms and conditions of this Article IX. A transfer by sale, encumbrance or otherwise of fifty percent (50%) or more of Tenant's or any guarantor's capital stock, membership interests, partnership interests or other ownership interests shall constitute a Transfer within the meaning of this Lease and subject to the requirements of this Section 9.1. Tenant shall pay Landlord's

reasonable attorney's fees in connection with Tenant's request for Landlord's consent to a Transfer. Any attempted Transfer that fails to comply with the terms and conditions of this Article IX shall constitute a default of this Lease by Tenant. Tenant shall pay to Landlord all Lease Consideration on account of any Transfer (if any) as Additional Rent hereunder.

**9.2 No Release of Tenant.** No Transfer, whether with or without Landlord's consent, shall change, or release Tenant and any guarantor from Tenant's primary liability to pay the Rent and to perform all other obligations of Tenant under this Lease. Landlord's acceptance of Rent from any person other than Tenant named herein or an assignee or sublessee approved by Landlord does not constitute a waiver of any provision of this Article. Consent to one Transfer or release of Tenant shall not constitute consent to any subsequent Transfer. If any transferee defaults under this Lease, Landlord may proceed directly against Tenant and/or the transferee. Landlord may consent to any subsequent Transfers or amendments or other modifications of this Lease by Tenant's transferee, without notifying Tenant or obtaining its consent, and such action shall not relieve Tenant of its liability under this Lease.

**9.3 Recapture.** Upon receipt of a Transfer Notice (and, in the event Tenant fails to deliver a Transfer Notice, upon any other subsequent notice of any Transfer received by Landlord), Landlord shall have the right, at its option, exercisable by written notice (the "Recapture Election") to the Tenant delivered within sixty (60) days after Landlord's receipt of such Transfer Notice (or such other notice), to elect to recapture the Premises subject to the proposed Transfer (the "Recapture Premises") and terminate this Lease with respect to the Recapture Premises effective sixty (60) days after the date of Landlord's Recapture Election; provided that, if Tenant proposes to sublease less than all of the Premises, the portion of the Premises subject to such sublease shall not be subject to recapture by Landlord as a result of such proposed sublease. Unless, within twenty (20) days after receipt by Tenant of a Recapture Election, Tenant delivers written notice to Landlord that Tenant withdraws its request for Transfer set forth in such Transfer Notice, Tenant shall be deemed to have waived any right to withdraw the Transfer Notice, and Tenant hereby agrees to take any and all actions reasonably requested by Landlord in order to accomplish Landlord's recapture of the Premises pursuant to and in accordance with such Recapture Election. If Landlord fails to deliver a Recapture Election within the time period set forth above, Landlord shall be deemed to have waived its right to deliver a Recapture Election for the proposed Transfer set forth in the related Transfer Notice, provided that such Transfer is accomplished by Tenant within one hundred eighty (180) days of the delivery of the Transfer Notice on the same terms and conditions set forth in the Transfer Notice. Except as provided herein with respect to a sublease of less than all of the Premises, Landlord's right to recapture the Premises shall apply to any and all assignments or subleases during the Term.

**9.4 Transfer Consideration.** Tenant shall pay to Landlord all Lease Consideration (as defined below in this Section) for any and all Transfers, which shall be deemed Additional Rent hereunder. If the Transfer is an assignment, the "Lease Consideration" shall mean the excess of the consideration received by Tenant for such Transfer over the sum of (i) broker's commissions and attorneys' fees paid by Tenant and (ii) costs of tenant improvements required by the assignee and paid for by Tenant in connection with the Transfer. If the Transfer is a subletting, the "Lease Consideration" shall mean the excess of the rent and other consideration received by Tenant for such Transfer over the sum of (a) the Rent payable by Tenant under this Lease, (b) broker's

commissions and attorneys' fees paid by Tenant and (c) costs of tenant improvements required by the sublessee and paid for by Tenant in connection with the Transfer.

## ARTICLE X DEFAULTS; REMEDIES

**10.1 Covenants and Conditions.** Tenant's performance of each of its obligations under this Lease is a condition as well as a covenant. Time is of the essence in the performance of all Tenant's covenants and conditions.

**10.2 Defaults.** An event of default by Tenant shall occur under this Lease if: (i) Tenant fails to pay Rent or perform any other monetary obligation in this Lease within five (5) days after the same is due; (ii) Tenant fails to perform or comply with any of Tenant's non-monetary obligations under this Lease for a period of thirty (30) days (the "Non-Monetary Cure Period") after written notice thereof is delivered by Landlord to Tenant (each, a "Default Notice"), provided that if Tenant commences and diligently pursues such performance or compliance during the Non-Monetary Cure Period and thereafter diligently pursues the same to completion, the Non-Monetary Cure Period shall be extended during the period Tenant continues same; provided further that in no event shall the Non-Monetary Cure Period extend beyond ninety (90) days from Tenant's receipt of a Default Notice; (iii) Tenant abandons or vacates any substantial portion of the Premises; (iv) any act or omission by Tenant results in a default by Landlord of any of the terms and conditions of the Sublease Agreement beyond applicable notice and cure periods thereunder; or (v) the occurrence of any of the following: (a) entry by a court having appropriate jurisdiction of a decree or order for relief in respect of Tenant in an involuntary case under any applicable bankruptcy, insolvency or other similar Applicable Law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or other similar official (hereinafter collectively referred to as "receiver or trustee") of Tenant or for any substantial part of Tenant's property, or ordering the winding-up or liquidation of Tenant's affairs, and such decree or order shall remain unstayed and in effect for a period of one hundred twenty (120) consecutive days; (b) Tenant's (w) commencement of a voluntary case under any applicable bankruptcy, insolvency or other similar Applicable Law now or hereafter in effect, (x) consent to the entry of an order for relief in an involuntary case under any such Applicable Law, (y) consent to the appointment of or taking possession by a receiver or trustee of Tenant or of any substantial part of Tenant's property, or ordering the winding-up or liquidation of Tenant's affairs, or (z) making of a general assignment for the benefit of creditors; or (c) dissolution or termination of Tenant's existence. Any Default Notice given pursuant to this Section shall be in lieu of, and not in addition to, any notice required under Applicable Laws.

### 10.3 Remedies.

**A. Available Remedies.** Landlord shall have the following remedies if an event of default by Tenant occurs as set forth above. These remedies are not exclusive and are cumulative and in addition to any other rights or remedies now or later allowed at law or in equity. Such remedies may be exercised without further notice or demand of any kind to Tenant or any other persons and include, without limitation, (i) the right of Landlord to terminate this Lease, (ii) the right of Landlord to take possession of the Premises on account of Tenant without terminating this Lease, and to collect Rent, (iii) the right to terminate this Lease after taking possession of the

Premises, (iv) the right to declare all “free” Rent, rent abatement or other rent concessions, if any, immediately due and payable, (v) the right of Landlord to cure any Tenant event of default as more fully provided below, and (vi) the right to seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease or restrain or enjoin a violation of any provision hereof, and Tenant hereby waives any right to require that Landlord post a bond or other security in connection therewith. Landlord shall use commercially reasonable efforts to mitigate its damages from and after the occurrence of an event of default by Tenant hereunder. For the purposes of this Article X, with respect to any duty of Landlord to mitigate its damages: (x) Landlord shall only be required to exercise commercially reasonable efforts to relet the Premises as Landlord would exercise or exert to lease other vacant space in the Building; (y) Landlord shall not be required to give preference to the Premises over other vacant space in the Building in reletting the Premises after Tenant’s default; and (z) Landlord shall not be required to lease the Premises at or below market rental rates or terms, or to a tenant that would, in Landlord’s reasonable business judgment, detract from the overall character of the Building.

**B. Termination of Lease.** If Landlord elects, in its sole discretion, to terminate this Lease under the provisions of Section 10.3.A above, Landlord may recover from Tenant as damages the sum of (i) the Worth at the Time of Award (as hereinafter defined) of the amount of the unpaid Rent which had been earned at the time of such termination, (ii) the Worth at the Time of Award of the amount by which the unpaid Rent for the balance of the Lease Term after the award exceeds the amount of such rental loss the Tenant proves could be reasonably avoided (provided, however, that Landlord shall not be deemed to be required to lease the Premises to a replacement tenant at below market rental rates or terms), and (iii) such other amounts in addition to, or in lieu of, the foregoing as may be permitted from time to time by Applicable Law, subject to Section 10.5 below.

**C. Definitions.** As used in Section 10.3.B(i) above, the term “Worth at the Time of Award” is computed by allowing interest at the lesser of the rate of twelve percent (12%) per annum or the maximum legal rate. As used in Section 10.3(B)(ii) above, the “Worth at the Time of Award” is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Chicago at the time of award plus one percent (1%).

**D. Re-Entry without Termination of Lease.** If Landlord elects to re-enter the Premises under the provisions of Section 10.3(A)(ii) or 10.3(A)(iii) above, Landlord shall not be deemed to have terminated this Lease, or the liability of Tenant to pay Rent thereafter to accrue, or its liability for damages under any of the provisions hereof, by any such re-entry or by any action in summary proceedings or otherwise to obtain possession of the Premises, unless Landlord shall have notified Tenant in writing that it has so elected to terminate this Lease. Tenant agrees that Landlord’s service of any notice pursuant to an unlawful detainer statute (each, a “Surrender Notice”) and Tenant’s surrender of possession of the Premises pursuant thereto shall not (unless Landlord elects by giving written notice to the contrary to Tenant at the time of or at any time subsequent to the serving of such Surrender Notice) constitute a termination of this Lease. In the event of any entry or taking possession of the Premises as aforesaid, Landlord shall have the right, but not the obligation, to remove therefrom all or any part of the personal property located therein and place the same in storage at a public warehouse or elsewhere at the expense and risk of the owner or owners thereof. Further, at Landlord’s sole option, Landlord may make such alterations and repairs to the Premises and/or divide or subdivide the Premises as Landlord determines is

necessary in order to relet the Premises, or any part or parts thereof, either in Landlord's name or otherwise, for a term or terms which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the Term and at such rent or rents and on such other terms and conditions as in Landlord's sole discretion may seem desirable and to such person or persons as may, in Landlord's discretion, seem desirable. All reasonable costs and expenses of such reletting, including reasonable brokerage fees and all costs of such alterations and repairs shall be paid by Tenant to Landlord. If such rentals received from such reletting during any month shall be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly on the date Rent would otherwise be due hereunder. Landlord shall have the right from time to time to begin and maintain successive actions or other legal proceedings against Tenant for the recovery of such deficiency and/or amounts in excess thereof payable by Tenant and to recover the amount upon the liability of Tenant herein provided, which liability, it is expressly agreed, shall survive any action to secure possession of the Premises. Nothing herein contained shall be deemed to require Landlord to wait to begin any such action or other legal proceeding until the date when the Lease would have expired had there been no default on the part of Tenant. No such re-entry or taking possession of the Premises or the making of alterations and/or repairs thereto or the reletting thereof shall be construed as an election on the part of Landlord to terminate this Lease unless Landlord gives Tenant written notice of such intention, and any such action may be taken without service of any notice and with or without resort to legal process (which Tenant hereby expressly waives) and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Tenant, for Tenant and Tenant's successors and assigns, hereby irrevocably constitutes and appoints Landlord as Tenant's agent, for purposes of this Section 10.3.D only, to collect the rents due and to become due under all subleases of the Premises or any parts thereof without in any way affecting Tenant's obligation to pay any unpaid balance of Rent due or to become due hereunder. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach pursuant to Section 10.3.A. The acceptance by Landlord of less than all of the Rent due under the terms of this Lease at any time shall not constitute a waiver by Landlord of its right to receive the remainder of the Rent or of its right to exercise any remedy specified in this Lease, including, but not limited to, the termination of this Lease.

**E. Performance of Tenant's Obligations.** If Tenant fails to perform or observe any of its covenants, agreements, or obligations hereunder for a period of thirty (30) days (or such shorter or longer period of time if applicable and provided in this Lease) after notice of such failure is given by the Landlord (if notice is required to be given herein), then Landlord shall have the right, but not the obligation, at its sole election (but not as its exclusive remedy), to perform or observe the covenants, agreements, or obligations which are asserted to have not been performed or observed at the expense of Tenant and to recover from Tenant all reasonable costs and expenses incurred in connection with attempting to do so, together with interest thereon at the highest rate allowed by law from the date expended until repaid. Notwithstanding the foregoing, if Landlord determines, in its reasonable good faith judgment, that an emergency involving imminent danger of injury or death to persons or damage to property, exists due to the Tenant's failure to observe or perform its covenants, agreements, and obligations hereunder, then Landlord may immediately perform or observe the covenants, agreements and obligations which give rise to such emergency at the expense of the Tenant and recover from the Tenant all reasonable costs and expenses incurred in connection with attempting to do so, together with interest thereon at the

highest rate allowed by law from the date expended until repaid. Any performance or observance by Landlord pursuant to this Section 10.3.E shall not constitute a waiver of the Tenant's failure to perform or observe.

F. **Substitute Performance.** After the lapse of any applicable cure period under this Lease, if any obligation of Tenant for performance of any term, covenant, provision or condition of this Lease, or before the expiration of such cure period in the event of a bona fide emergency (in which case Landlord shall be required to give only such notice as is reasonable and practical under the circumstances), Landlord may, at Landlord's election (but without obligation), make any payment required of Tenant under this Lease, or perform or comply with any covenant or condition imposed on Tenant under this Lease, and the amount so paid plus the cost of such performance or compliance, plus interest on such sums at the interest rate set for late payments under Section 3.6 of this Lease, shall be deemed to be Additional Rent payable by Tenant within ten (10) days after demand. No such payment, performance or observance by Landlord shall constitute a waiver of any default or event of default or of any remedy for default or render Landlord liable for any loss or damage resulting from any such act.

G. **Other Matters.** No re-entry or repossession, repairs, changes, alterations and additions, reletting, or any other action or omission by Landlord shall be construed as an election by Landlord to terminate this Lease or Tenant's right to possession, nor shall the same operate to release Tenant in whole or in part from any of Tenant's obligations hereunder, unless express notice of such intention is sent by Landlord to Tenant. Landlord is entitled to accept, receive and cash or deposit any payment made by Tenant for any reason or purpose or in any amount whatsoever, and apply the same, at Landlord's option, to any obligation of Tenant and the same shall not constitute payment of any amount owed except that to which Landlord has applied the same. No endorsement or statement on any check or letter of Tenant shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such check or payment shall be without prejudice to Landlord's right to recover any and all amounts owed by Tenant hereunder as the same accrue or after the same have accrued and Landlord's right to pursue any other available remedy, and no suit or recovery of any portion due hereunder shall be deemed a waiver of Landlord's right to collect all amounts to which Landlord is entitled hereunder, nor shall the same serve as any defense to any subsequent suit brought for any amount not therefor reduced to judgment. Landlord may pursue one or more remedies against Tenant and need not make an election of remedies until findings of fact are made by a court of competent jurisdiction. All rent and other consideration paid by any replacement tenants shall be applied at Landlord's option: (i) first, to the Costs of Reletting, (ii) second, to the payment of all costs of enforcing this Lease against Tenant, (iii) third, to the payment of all interest and service charges accruing hereunder, (iv) fourth, to the payment of Rent theretofore accrued, and (v) with the residue, if any, to be held by Landlord and applied to the payment of Rent and other obligations of Tenant as the same become due (and within any remaining residue to be retained by Landlord, Tenant hereby waiving any and all claims to same). "Costs of Reletting" shall include without limitation, all reasonable costs and expenses incurred by Landlord for any repairs or other matters described in Section 10.3.D above, brokerage commissions, advertising costs, attorneys' fees, any economic incentives given to enter leases with replacement tenants, and costs of collecting rent from replacement tenants. Landlord shall be under no obligation to observe or perform any provision of this Lease on its part to be observed or performed which accrues while Tenant is in

default hereunder. The times set forth herein for the curing of defaults by Tenant are of the essence of this Lease.

H. **Tenant's Waivers.** Tenant hereby irrevocably waives any right otherwise available under any Applicable Law to redeem or reinstate this Lease, or Tenant's right to possession, after this Lease, or Tenant's right to possession, is terminated based on a default by Tenant. Tenant further waives: (i) the benefit of all laws, now or hereafter in force, exempting any property of Tenant on the Premises or elsewhere from distraint, levy or sale in any legal proceedings taken by Landlord to enforce any rights under this Lease; (ii) [intentionally deleted]; (iii) the right to issue a writ of replevin for the recovery of any property of Tenant seized under a distress for Rent or levy upon an execution for Rent, damages or otherwise; (iv) the right to delay execution on any real estate that may be levied upon to collect any amount which may become due under the terms and conditions of this Lease and any right to have the same appraised and Tenant authorizes any Prothonotary or clerk to enter a writ of execution or other process upon Tenant's voluntary waiver and further agrees said real estate may be sold on a writ of execution or other process; (v) [intentionally deleted]; and (vi) the service of notice of intention to re-enter or to institute legal proceedings to that end and any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause or in any event of Landlord obtaining possession of the Premises by reason of the violation by Tenant of any of the covenants and conditions of this Lease.

10.4 **Termination.** If Landlord exercises its right to terminate this Lease as provided in this Article, Landlord's damages for Tenant's default shall include all reasonable costs and expenses (including, but not limited to, reasonable attorney's fees, court costs and expert fees) that Landlord incurs in connection with any action for summary proceedings, damages, in any bankruptcy court or other court with respect to this Lease, the obtaining of relief from any stay in bankruptcy restraining any action to evict Tenant, or with respect to Landlord's right to possession of the Premises. All such damages suffered (apart from Rent payable hereunder) shall constitute pecuniary damages which Tenant shall reimburse to Landlord prior to assumption of this Lease by Tenant or any successor to Tenant in any bankruptcy or other proceeding.

10.5 **Cumulative Remedies.** Landlord's exercise of any right or remedy shall not prevent it from exercising any other right or remedy now or hereafter existing at law or in equity or by statute; however, except in the event of a Tenant hold over as described in Section 2.5 above, in no event shall Landlord be entitled to recover punitive, speculative, consequential or special damages.

10.6 **Duty to Mitigate.** Landlord shall be required only to use reasonable efforts to mitigate, and any failure to mitigate as described herein with respect to any period of time shall only reduce the Rent and other amounts to which Landlord is entitled hereunder by the reasonable rental value of the Premises during such period, taking into account the factors described in Sections 10.3A and 10.3.B above. In connection with any efforts to re-let the Premises, Landlord shall not be required to give the Premises preferential treatment relative to other space within the Building.

10.7 **Waiver of Jury Trial.** The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matter whatsoever



arising out of, or in any way connected with, this Lease, the relationship of Landlord and Tenant created hereby, Tenant's use or occupancy of the Premises, and any claim for injury or damage.

#### 10.8 **Bankruptcy or Insolvency.**

A. **Tenant's Interest not Transferable.** Neither Tenant's interest in this Lease, or any estate hereby created in Tenant nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided pursuant to the United States Bankruptcy Code ("Bankruptcy Code").

B. **Termination.** In the event the interest or estate created in Tenant hereby shall be taken in execution or by other process of law, or if Tenant's guarantor, if any, or its executor, administrators, or assigns, if any, shall be adjudicated insolvent or bankrupt pursuant to the provisions of the laws of the State of Florida or the Bankruptcy Code or if Tenant is adjudicated insolvent by a Court of competent jurisdiction other than the United States Bankruptcy Court, or if a receiver or trustee of the property of Tenant or Tenant's guarantor, if any, shall be appointed by reason of the insolvency or inability of Tenant or Tenant's guarantor, if any, to pay its debts, or if any assignment shall be made of the property of Tenant or Tenant's guarantor, if any, for the benefit of creditors, then and in any such events, this Lease and all rights of Tenant hereunder shall automatically cease and terminate with the same force and effect as though the date of such event were the date originally set forth herein and fixed for the expiration of the Term, and Tenant shall vacate and surrender the Premises but shall remain liable as herein provided.

#### C. **Rights and Obligations Under the Bankruptcy Code.**

(i) Upon the filing of a petition by or against Tenant under the Bankruptcy Code, Tenant, as debtor and as debtor in possession, and any trustee who may be appointed, agree as follows: (1) to perform each and every obligation of Tenant under this Lease, including but not limited to the Permitted Use until such time as this Lease is either rejected or assumed by order of the United States Bankruptcy Court; (2) to pay monthly in advance on the first day of each month as reasonable compensation for use and occupancy of the Premises an amount equal to all Base Rent, Additional Rent and other charges otherwise due pursuant to this Lease; (3) to reject or assume this Lease within sixty (60) days of the filing of such petition under Chapter 7 of the Bankruptcy Code or within one hundred twenty (120) days (or such shorter term as Landlord, in its sole discretion, may deem reasonable so long as notice of such period is given) of the filing of a petition under any other Chapter; (4) to give Landlord at least forty-five (45) days prior written notice of any proceeding relating to any assumption of this Lease; (5) to give Landlord at least thirty (30) days prior written notice of any abandonment of the Premises, any such abandonment to be deemed a rejection of this Lease; (6) to do all other things of benefit to Landlord otherwise required under the Bankruptcy Code; (7) to be deemed to have rejected this Lease in the event of the failure to comply with any of the above; and (8) to have consented to the entry of an order by an appropriate United States Bankruptcy Court providing all of the above, waiving notice and hearing of the entry of same.

(ii) (No default of this Lease by Tenant, either prior to or subsequent to the filing of such a petition, shall be deemed to have been waived unless expressly done so in writing by Landlord.

(iii) (It is understood and agreed this Lease is a lease of real property as such a lease is described in the applicable provisions of the Bankruptcy Code.

(iv) Included within and in addition to any other conditions or obligations imposed upon Tenant or its successor in the event of assumption and/or assignment are the following: (1) the cure of any monetary defaults and the reimbursement of pecuniary loss within not more than thirty (30) days of assumption and/or assignment; (2) the deposit of an additional sum equal to the amount set forth in Section 1.14 of this Lease; (3) the Permitted Use as set forth in this Lease and the quality and type of services required to be provided are unchanged; (4) the recognized debtor or assignee of such debtor in possession or of Tenant's trustee demonstrates in writing it has sufficient background and meet all other reasonable criteria of Landlord as did Tenant upon execution of this Lease; (5) the prior written consent of any Secured Lender to which this Lease has been assigned as collateral security; and (6) no physical changes of any kind may be made to the Premises unless in compliance with the applicable provisions of this Lease.

## ARTICLE XI LANDLORD'S DEFAULT

11.1 **Notice.** Tenant shall give written notice of any failure by Landlord to perform any of Landlord's obligations under this Lease to Landlord, the Existing Lessors and any Secured Lender, whose name and address have been provided to Tenant in writing. Landlord shall not be in default under this Lease unless Landlord (or such Existing Lessor(s) or Secured Lender) fails to cure such failure to perform within thirty (30) days after receipt of Tenant's notice, provided that if such failure reasonably requires more than thirty (30) days to cure, Landlord shall not be in default if Landlord (or such Existing Lessor(s) or Secured Lender) commences such cure or provides to Tenant a reasonable action plan for curing such failure within such thirty (30) day period and thereafter Landlord (or such Existing Lessor(s) or Secured Lender) diligently pursues the same to completion within ninety (90) days from receipt of Tenant's initial notice.

11.2 **Limitation on Tenant's Right and Landlord's Liability.** Tenant shall not have the right, as a result of Landlord's default hereunder, to terminate this Lease, to receive consequential damages or special damages (such as lost profits), or to abate Rent under any circumstances or for any reason whatsoever except as specifically set forth in this Lease. Tenant's sole remedy in the event of Landlord's default shall be to seek the recovery of actual damages (except as otherwise provided by this Lease) and/or equitable remedies. Landlord's liability under this Lease is limited to Landlord's interest in the Property, and Tenant shall have no claim against Landlord or against any of Landlord's assets (other than Landlord's interest in the Property) for satisfaction of any claim or judgment with respect to this Lease.

ARTICLE XII  
PROTECTION OF LENDERS, EXISTING LESSORS AND PURCHASERS

12.1 **Subordination.** This Lease shall be subordinate to the Existing Leases and any mortgage with respect to the Existing Lessors' and Landlord's respective interests in the Property, any advances made on the security thereof, and any renewals, modifications, consolidations, replacements or extensions thereof, whenever made or recorded. Tenant shall cooperate with Landlord and any beneficiary or mortgagee that is acquiring a lien on or security interest in either Landlord's or the Existing Lessors' respective interests in the Property or this Lease (any such beneficiary or mortgagee, a "Secured Lender"), including without limitation in connection with the documentation of the same. Should any current or prospective Secured Lender require a modification or modifications to this Lease which will not cause an increased cost or otherwise materially and adversely change the rights and obligations of Tenant hereunder, Tenant agrees this Lease shall be so modified. Notwithstanding the foregoing, Tenant's right to quiet possession of the Premises during the Lease Term shall not be disturbed so long as Tenant pays the Rent and performs all of Tenant's other obligations under this Lease and is not otherwise in default hereunder. If any Secured Lender elects to have this Lease prior to the lien of its mortgage and gives written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage whether this Lease is dated prior or subsequent to the date of said mortgage or the date of the recording thereof. Tenant acknowledges that Landlord is or shall be the lessee under the Sublease Agreement, and Tenant further acknowledges and agrees that this Lease is subordinate to or will be subordinate to, and Tenant's rights hereunder are subject to, all of the terms and conditions of the Existing Leases. Tenant hereby waives the provisions of any Applicable Laws (now or hereafter adopted) which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease or Tenant's obligations hereunder if foreclosure or power of sale proceedings are initiated, prosecuted or completed.

12.2 **Attornment.** If Landlord's interest in the Premises is acquired by either of the Existing Lessors, any Secured Lender, or purchaser at a foreclosure sale or by deed in lieu of foreclosure, Tenant shall attorn to the transferee of or successor to Landlord's interest in the Premises and recognize such transferee or successor as Landlord under this Lease. However, in the event of attornment, no Secured Lender shall be: (i) liable for any act or omission of Landlord, or subject to any offsets or defenses which Tenant might have against Landlord (arising prior to such Secured Lender becoming Landlord under such attornment), (ii) liable for any security deposit or bound by any prepaid Rent not actually received by such Secured Lender, or (iii) bound by any modification of this Lease not consented to by such Secured Lender.

12.3 **Signing of Documents.** Except as expressly provided to the contrary herein, the provisions of this Article XII shall be self-operative; provided, however, Tenant shall execute, acknowledge and deliver any instruments or documents necessary or appropriate to evidence any such attornment or subordination, or agreement to do so, consistent with the terms and conditions set forth in this Article XII, within twenty (20) days after written request. If Tenant fails to do so within such twenty (20) day period, then (i) Tenant hereby makes, constitutes and irrevocably appoints Landlord, or any transferee or successor of Landlord, the attorney-in-fact of Tenant for the sole purpose of executing, acknowledging and delivering any such instrument or document, and (ii) Tenant shall be liable to Landlord for all actual damages incurred by Landlord as a result of Tenant's failure to execute and deliver such instruments or documents.

12.4 **Estoppel Certificates.** At Landlord’s written request, Tenant shall execute, acknowledge and deliver to the requesting party a written statement (each, an “Estoppel”) certifying such representations or information with respect to Landlord or this Lease as Landlord may reasonably request, or that any prospective purchaser, either of the Existing Lessors, or any Secured Lender may require. If Tenant fails to deliver an Estoppel to Landlord within twenty (20) days after receipt of a request therefor from Landlord or a third party, Tenant shall be deemed to have certified to Landlord and shall be estopped from denying the truth of, and such third party and Landlord and such third party may conclusively presume and rely on, the following facts: (i) the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord, (ii) this Lease has not been canceled or terminated except as otherwise represented by Landlord, (iii) not more than one month’s Rent has been paid in advance, and (iv) Landlord is not in default under this Lease.

12.5 **UCFREF Estoppel Certificate.** Landlord shall, within thirty (30) days of the Effective Date, deliver to Tenant an estoppel certificate from UCFREF in substantially the form attached hereto as **Exhibit M** (the “UCFREF Estoppel Certificate”). [**Note: Tenant to provide desired form of Estoppel.**] In the event that Landlord is unable to timely deliver the UCFREF Estoppel Certificate, and provided Tenant does not waive such requirement in writing, Tenant shall have the right to terminate this Lease without any liability to Landlord whatsoever, and any prepaid or deposited sums or amounts will be promptly returned to Tenant upon such termination.

12.6 **UCFBOT Estoppel Certificate.** Landlord shall, within thirty (30) days of the Effective Date, deliver to Tenant an estoppel certificate from UCFBOT in substantially the form attached hereto as **Exhibit N** (the “UCFBOT Estoppel Certificate”). [**Note: Tenant to provide desired form of Estoppel.**] In the event that Landlord is unable to timely deliver the UCFBOT Estoppel Certificate, and provided Tenant does not waive such requirement in writing, Tenant shall have the right to terminate this Lease without any liability to Landlord whatsoever, and any prepaid or deposited sums or amounts will be promptly returned to Tenant upon such termination.

12.7 **Mortgagee Non-Disturbance and Attornment Agreement.** Landlord shall, within sixty (60) days of the Effective Date, use commercially reasonable efforts to deliver to Tenant a non-disturbance and attornment agreement from Orange County, Florida, as Landlord’s mortgagee, in substantially the form attached hereto as **Exhibit O** (the “NDAA”). [**Note: Tenant to provide desired form of NDAA.**] Landlord shall keep Tenant reasonably apprised of the status of the NDAA and Landlord’s efforts to obtain it. In the event that Landlord is unable to timely deliver the NDAA despite Landlord’s commercially reasonable efforts, Landlord shall not be in default of this Lease and Tenant shall have no right to terminate this Lease or to reduce or offset any amounts owed by Tenant hereunder.

### ARTICLE XIII MISCELLANEOUS PROVISIONS

13.1 **Landlord.** With respect only to obligations to be performed by Landlord under this Lease, the term “Landlord” means only the current holder of the leasehold estate under the Sublease Agreement at the time in question. Each Landlord is obligated to perform the obligations

of Landlord under this Lease only during and with respect to the time such Landlord owns such interest or title. Any Landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer, except as to those obligations to have been performed prior to the date of transfer. However, each Landlord shall deliver to its transferee all funds that Tenant previously paid, if such funds have not yet been applied under the terms of this Lease. Within ten (10) days following the date of such transfer, any successor Landlord shall notify Tenant in writing of its name, address and telephone number (both voice and facsimile), provided that Landlord's failure to give such notice shall in no way affect Tenant's obligations under this Lease. Notwithstanding anything to the contrary contained in this Lease, none of the Landlord Indemnitees shall have any liability under, and no recourse or relief shall be had against any of the Landlord Indemnitees for any Claims arising out of or in connection with, this Lease, except, it being expressly understood and agreed by Tenant hereby on behalf of the Tenant Group, that all obligations of Landlord under or relating to this Lease are solely obligations payable out of and with recourse limited specifically and exclusively to Landlord's interest in the Property and are compensable solely therefrom. It is expressly understood that all such liability is and is being expressly waived and released as a condition of and as a condition for the execution of this Lease, and Tenant expressly waives and releases all such liability as a condition of, and as a consideration for, the execution of this Lease by Landlord.

**13.2 Survival.** Tenant's obligations with respect to (i) the payment of Base Rent and all items of Additional Rent, (ii) confidential information, (iii) any provisions of this Lease with respect to indemnities given to Landlord, including, without limitation, the provisions of Section 6.3 and Section 4.9, (iv) the removal of all property of Tenant and the repair of all damage to the Premises caused by such removal at the expiration or termination of this Lease; (v) the representations and warranties of Tenant, and (vi) any other obligation that expressly survives the expiration or termination of this Lease, shall survive the expiration or termination of this Lease.

**13.3 Brokers.** Each party represents to the other that it has not engaged or dealt in any manner with any other person in connection with this Lease, including without limitation any real estate broker. Each party agrees to indemnify, defend and hold the other harmless from and against all Claims of any kind (including but not limited to, court costs, attorneys' fees and expert fees) resulting from a claim made by any person alleging to have performed, on behalf of the indemnifying party, services related to the lease of the Premises from Landlord to Tenant.

**13.4 Confidentiality.** Tenant acknowledges that (i) Landlord's ability to lease space within the Building and operate the Building in an efficient manner requires that the Rent and other terms of this Lease remain confidential, and (ii) the disclosure of such terms could cause Landlord to suffer substantial damage. Tenant therefore unconditionally agrees that Tenant will not, except as required by Applicable Laws or with the prior written consent of Landlord, voluntarily disclose to any third party (including but not necessarily limited to any other tenant or potential tenant) the Rent, the duration of the Lease Term or any other term of this Lease. Notwithstanding the foregoing, Tenant may disclose the terms of this Lease to Tenant's agents and employees, including Tenant's attorneys, financial advisors and prospective or current lenders, provided that such agents and employees shall be subject to the same requirement of confidentiality as applies to Tenant hereunder and Tenant shall be responsible for any unauthorized disclosures by its agents or employees. Further, and notwithstanding anything to the contrary set forth in this Section 13.4,

Tenant hereby acknowledges and agrees that this Lease (and any confidentiality terms and conditions of this Lease) are and shall be subject to the applicable University of Central Florida disclosure policies and public records laws as the same may exist from time to time.

13.5 **Severability.** If all or any portion of any provision of this Lease or the application thereof to any Person or circumstance shall, to any extent, be determined by any governmental authority or by mutual agreement of the parties hereto to be invalid, illegal or unenforceable, the remainder of such provision, or the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each and every provision of this Lease shall be valid and enforceable to the fullest extent permitted by Applicable Law. Each term and each provision of this Lease to be performed by Tenant shall be construed to be both an independent covenant and a condition.

13.6 **Person.** The term “Person(s)” shall include all natural persons and all corporations, partnerships, limited liability companies, trusts, associations, governmental agencies and authorities and all other private and governmental entities.

13.7 **Incorporation of Exhibits and Prior Agreements; Modifications.** All Exhibits attached hereto are hereby incorporated into this Lease as though fully set forth at length. This Lease is the only agreement between the parties pertaining to the lease of the Premises and no other agreements are effective. All amendments and addendums to this Lease shall be in writing and signed by all parties. Any other attempted amendment or addendum shall be void.

13.8 **Notices.** Any and all notices, demands, requests, submissions, approvals, consents, or other communications or documents required to be given, delivered or served or which may be given, delivered or served under or by the terms and conditions of this Lease or pursuant to Applicable Law or otherwise, shall be in writing and delivered to the parties or such other Person at their respective addresses set forth in Section 1.16 above by: (i) personal/hand delivery, which shall be deemed to have been delivered on the date received by the recipient; (ii) registered or certified U.S. Mail with return-receipt requested, which shall be deemed to have been delivered on the earlier of (a) the date of delivery to recipient set forth on the return-receipt or (b) the date that is three (3) business days after being deposited with the U.S. Mail by sender; (iii) overnight delivery service (such as Federal Express or other reputable service) with confirmation receipt requested, which shall be deemed to have been delivered on the earlier of (x) the date of delivery set forth on the confirmation receipt or (y) one (1) business day after being deposited with such service by sender; or (iv) electronically (with a copy sent by any of the foregoing methods), which shall be deemed to have been delivered on the date received by the recipient; provided that, in all cases, postage or delivery charges shall be prepaid. Any party may send any notice, request, demand, claim or other communication hereunder to the intended recipient at the address set forth above using any other means, but no such notice, request, demand, claim or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth, but such notice shall be effective only on receipt. Any party’s attorney may give any notice on such party’s behalf.

13.9 **Waivers.** All waivers shall be in writing and signed by the waiving party. A party's failure to enforce any provision of this Lease or its acceptance of Rent shall not be a waiver and shall not prevent such party from enforcing that provision or any other provision of this Lease in the future. Landlord may negotiate any payment check without being bound to the conditions of any statement written thereon.

13.10 **No Recordation.** Tenant shall not record this Lease or any "short form" memorandum of this Lease.

13.11 **Assignment; Attornment; Binding Effect; Choice of Law.** Landlord may assign this Lease without Tenant's consent, and Tenant shall attorn to any such assignee and recognize such assignee as Landlord under this Lease. This Lease binds any party who legally acquires any right or interest in this Lease from Landlord or Tenant, including without limitation all covenants, agreements or indemnities to be performed or observed by Tenant which shall apply to Tenant's successors, assignees, sublessees, licensees, contractors and invitees, to the extent applicable; provided, however, the foregoing shall not be construed to permit any Transfer by Tenant except in accordance with the terms and conditions of this Lease, and Landlord shall have no obligation to Tenant's successor unless the rights or interests of Tenant's successor are acquired as permitted by the terms of this Lease. The laws of the state in which the Premises are located shall govern this Lease.

13.12 **Authority.** Tenant represents and warrants that: (i) there are no proceedings pending or, to the knowledge of Tenant, threatened before any court or administrative agency that would materially adversely affect the financial condition of Tenant, the ability of Tenant to enter into this Lease or the validity or enforceability of this Lease; (ii) there is no provision of any existing mortgage, indenture, contract or agreement binding on Tenant which would conflict with or in any way prevent the execution, delivery or performance of the terms of this Lease, except for consents which have already been obtained; (iii) the financial statements of Tenant provided to Landlord in connection with this Lease are complete and correct and fairly present the financial condition of Tenant as of the date and for the period referred to therein and have been prepared in accordance with generally accepted accounting principles consistently applied; (iv) there has been no material adverse change in the financial condition of Tenant since the date of such financial statement and, to the knowledge of Tenant, no such material adverse changes are pending or threatened; and (v) Tenant has full power and authority to execute and deliver this Lease, and upon such execution and delivery, this Lease shall be binding upon Tenant and enforceable in accordance with its terms. Landlord is executing this Lease in reliance upon the foregoing representation and warranty and that such representation and warranty is a material element of the consideration inducing Landlord to enter into and execute this Lease. If this Lease is executed by more than one party (whether any such party is an individual or a corporation, partnership, limited partnership, joint venture, sole proprietorship or any other firm, person or entity), the parties executing this Lease shall be jointly and severally liable hereunder.

13.13 **Force Majeure.** If either party cannot perform any of its obligations due to events beyond its control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events; provided, however, that failure to perform monetary obligations shall never be deemed to be an event beyond a party's control. Events beyond the parties' control (also referred to in this Lease as "Force Majeure Events") include, but are not

limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or material, government regulation or restriction, terrorism, and weather conditions.

13.14 **Execution of Lease.** This Lease may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. A party's delivery of this Lease to the other shall not be deemed to be an offer to lease and shall not be binding on either party until executed and delivered by both parties.

13.15 **Joint and Several Liability.** All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant under this Lease.

13.16 **Relationship of the Parties.** Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Landlord and Tenant. Neither the computation of rent nor any other provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

13.17 **Certification.** Tenant hereby represents, covenants and warrants to Landlord that: (i) Tenant (which, for the purpose of this certification, includes its partners, members and principal shareholders), to the best of its knowledge, is not in violation of any laws, executive orders or regulations relating to terrorism or money laundering, including Executive Order No. 13224 – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001 (the “Executive Order”) and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT ACT) of 2001 (Public Law 107 56) the “USA Patriot Act”) , enacted October 26, 2001, as amended, and Tenant has not been designated as a “Specially Designated National and Blocked Person” or other banned or blocked person, entity, nation or transaction pursuant to the Executive Order, the Patriot Act or any other law, order, rule or regulation; (ii) Tenant is currently in compliance with and will at all times during the Lease Term (including any extension thereof) remain in compliance with the Executive Order, the USA Patriot Act and regulations of the Office of Foreign Assets Control of the United States Department of the Treasury, and any statute, executive order and other governmental action relating thereto; and (iii) Tenant is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation.

13.18 **Time of Essence.** Time is of the essence with respect to the performance of every provision of this Lease.

13.19 **Incorporation of Prior Agreements; Amendments.** This Lease and the Exhibits attached hereto and incorporated herein contain all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.



13.20 **Waiver**. No waiver by Landlord or Tenant of any breach or default of any term, agreement, covenant or condition of this Lease shall be deemed to a waiver of any other term, agreement, covenant or condition hereof or of any subsequent breach by Landlord or Tenant of the same or any other term, agreement, covenant or condition. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant, whether or not similar to the act as consented to or approved. No act or thing done by Landlord or Landlord's agents during the Term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord. The subsequent acceptance of Rent shall not be deemed a waiver of any preceding breach by Tenant of any agreement, covenant or obligation of Tenant or any other term or condition of this Lease. No delay in billing or any failure to bill Tenant for any Rent, nor any inaccurate billing of Rent shall constitute a waiver by Landlord of its right to collect and to enforce Tenant's obligation to pay the full amount of Rent due and payable under this Lease, as the same may be adjusted or increased from time to time.

13.21 **Accord and Satisfaction**. No payment by Tenant or receipt by Landlord of an amount less than is due hereunder shall be deemed to be other than payment towards or on account of the earliest portion of the amount then due by Tenant nor shall any endorsement or statement on any check or payment (or in any letter accompanying any check or payment) be deemed an accord and satisfaction (or payment in full) and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such amount or pursue any other remedy provided herein.

13.22 **Radon Gas**. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the local county public health unit.

13.23 **Governing Law**. This Lease shall be governed by the laws of the State of Florida. Any litigation arising out of or relating in any way to this Lease shall be brought only in a court of competent jurisdiction of Orange County, Florida and the parties hereto irrevocably consent to such jurisdiction.

13.24 **Limitation of Liability**. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST INCOME, LOST REVENUES, BUSINESS INTERRUPTION, OR LOST BUSINESS ARISING FROM THE RELATIONSHIP BETWEEN THE PARTIES, INCLUDING ALL PRIOR DEALINGS AND AGREEMENTS, OR THE CONDUCT OF BUSINESS UNDER, OR BREACH OF, OR THE TERMINATION OF, THIS LEASE, OR ANY BUSINESS RELATIONS AMONG THE PARTIES, REGARDLESS OF WHETHER EITHER PARTY SEEKS DAMAGES UNDER ANY THEORY OF LAW AND EVEN IF SUCH PARTY ADVISED THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES MAY ONLY RECOVER ACTUAL DAMAGES. THIS PROVISION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.

13.25 **Business Day.** If any due date contained herein falls on a Saturday, Sunday or legal holiday, the due date shall be deemed to be the following business day.

13.26 **Termination of Sublease Agreement; Attornment to UCFBOT.** In the event that for any reason whatsoever the Sublease Agreement terminates or expires prior to the expiration or earlier termination of this Lease (except for a termination based on or resulting from Tenant's default hereunder), then this Lease shall become a direct lease between UCFBOT as Landlord and Tenant. In such event Tenant shall attorn to UCFBOT as Landlord under this Lease and UCFBOT shall recognize Tenant's rights and interests as the holder of the valid leasehold title conveyed hereunder.

[SIGNATURE PAGES FOLLOW]

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this Lease as of the date set forth above.

WITNESSES:

LANDLORD:

**UCF ACADEMIC HEALTH, INC.**, a Florida not-for-profit corporation, which also is a direct support organization of the University of Central Florida Board of Trustees under the laws of the State of Florida

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_

WITNESSES:

TENANT:

**FLORIDA CANCER SPECIALISTS &  
RESEARCH INSTITUTE, LLC, A  
FLORIDA LIMITED LIABILITY  
COMPANY**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_

## JOINDER BY UCFREF, UCFBOT AND LANDLORD

The University of Central Florida Real Estate Foundation, L.L.C., a Florida limited liability company (“**UCFREF**”), and University of Central Florida Board of Trustees (“**UCFBOT**”), join in the execution of the Clinical and Research Space Sub-Sublease to which this Joinder is attached (the “**Lease**”), for the following limited purposes and subject to the limitations and conditions set forth herein. UCF Academic Health, Inc. (“**Landlord**”), UCFREF and UCFBOT agree as follows:

1. **Fee Simple and Leasehold Interests.** As of the Effective Date of the Lease, fee simple title to the Land is held by UCFREF. Further, the Land is subject to: (i) that certain Master Lease by and between UCFREF, as landlord, and UCFBOT, as tenant, dated August 27, 2018 (the “**Master Lease**”), and (ii) that certain Sublease Agreement by and between UCFBOT, as landlord, and Landlord, as tenant, dated December 1, 2018, as amended by that certain First Amendment to Sublease Agreement dated January 23, 2019 and by that certain Second Amendment to Sublease Agreement dated June 7, 2019 (collectively, the “**Sublease Agreement**”) (with the Master Lease and the Sublease Agreement being together referred to as the “**Existing Leases**”). In addition, the Land and the Building are subject to that certain Mortgage by UCFREF to and in favor of Orange County, Florida, a charter county and political subdivision of the State of Florida (the “**County**”), recorded August 28, 2018 under Document No. 20180511192 of the Public Records of Orange County, Florida (together with all other security documents or agreements executed in favor of the County, collectively, the “**Mortgage**”). For the purposes of this Joinder, the superior title interests of (a) UCFREF, (b) UCFBOT, (c) Landlord, (d) any future successor to the fee simple title or leasehold estate of UCFREF, UCFBOT or Landlord, and (e) any mortgage lien granted by UCFREF, UCFBOT or Landlord (or their successors in interest whether by new/replacement lease or otherwise) that may in the future be superior to the Lease in time or pursuant to Law (defined below); together with any replacement or substitute new lease resulting from foreclosure, bankruptcy or surrender/termination of any such superior interests, shall be collectively or individually referred to herein as the “**Superior Interest(s)**”, and the owners of any such Superior Interests from time to time at any tier shall be collectively or individually referred to herein as the “**Superior Interest Holder(s)**”. Except as otherwise disclosed herein or in the Lease, UCFREF, UCFBOT, and Landlord each represent and warrant to Tenant that as of the Effective Date of the Lease there are no other Superior Interest Holders except UCFREF, UCFBOT, and Landlord.

2. **Nondisturbance and Recognition.** Subject to the limitations of Section 4 below, UCFREF, UCFBOT and Landlord hereby covenant and agree (with the intent that all Superior Interest Holders taking a title interest by, through, or under UCFREF, UCFBOT or Landlord by foreclosure or otherwise shall be fully bound hereby), that in the event the Master Lease or Sublease Agreement (or both of them) is/are terminated (including but not limited to in bankruptcy) or merged (collapsed) or in the event otherwise taken by any lender to any of them, then the Lease and the Tenant’s rights thereunder shall not be disturbed by any Superior Interest Holders but shall be fully recognized by all Superior Interest Holders; provided however that notwithstanding the foregoing, such agreement of non-disturbance and recognition shall not excuse any Tenant obligations or events of default for which Tenant shall be subject to remedies as are provided under the Lease. Upon any Superior Interest Holder becoming the successor Landlord under the Lease (the “**Successor Landlord**”), such Successor Landlord shall be deemed to assume the obligations of the Landlord under the Lease accruing after the date of such succession subject to the Limitations set forth in Section 4 of this Joinder. Tenant shall attorn to

each remaining Superior Interest Holder that has fully recognized Tenant hereunder and that succeeds to the interest of Landlord under the Lease, as its landlord, said attornment of Tenant and recognition by such Superior Interest Holder(s) is to be effective and self-operative without the necessity for execution of any further instruments, upon such Superior Interest Holder succeeding to the interest of Landlord under the Lease. However, Tenant shall only be required to attorn to a Superior Interest and Superior Interest Holder that acknowledges in a recordable instrument this recognition and non-disturbance of Tenant under the Lease.

3. **Consents and Approvals.** In the event any Superior Interest(s) are eliminated due to any such termination or merger of Superior Interests, and any request is made to the Successor Landlord for a consent or approval contemplated by the Lease, then such consent or approval shall not be unreasonably withheld, conditioned or delayed by Landlord but only to the extent that (i) the Lease expressly states that such consent or approval shall not be unreasonably withheld, conditioned or delayed, and (ii) in the reasonable opinion of the party giving such consent or approval, the requested consent or approval does not potentially expose UCFREF or UCFBOT to any liability or obligation beyond what is contemplated in this Joinder, and (iii) any reasonable condition to the giving of such consent or approval is satisfied by the requesting party in a manner reasonably satisfactory to the party giving the consent or approval. The response by UCFREF and UCFBOT to any such request may be delayed as reasonably required for the request to move through a number of layers of review.

4. **Limitations.** Notwithstanding the foregoing, Superior Interest Holders shall not be:

(i) liable for any act or omission of Landlord or Tenant, including, but not limited to, any loss or misappropriation of any rental payments or security deposits except to the extent such funds were actually received by a Superior Interest Holder(s); provided however such shall not be deemed to limit (i) rights of Tenant against the Landlord who committed such act or omission, (ii) rights of cure of Tenant under the Lease, or (iii) the obligations of a Successor Landlord which accrue after the date a Superior Interest Holder becomes a Successor Landlord (the "**Transition Date**");

(ii) subject to any credits, claims, setoffs, offsets or defenses which any subtenant may have against Tenant;

(iii) responsible for any security deposit unless transferred to such Superior Interest Holder;

(iv) bound by any amendment (in whole or in part), extension, renewal, supplement, or modification of the Lease to which the Superior Interest Holder has not consented to in writing (excluding Tenant's exercise of any renewal options or right of first offer under the Lease which are contained in the Lease as of the date hereof, it being agreed that the Superior Interest Holders hereby consent to same);

(v) bound by any assignment or subletting to which the Superior Interest Holder has not consented to in writing, other than those assignments and sublettings as Tenant is

permitted to enter into under the terms of the Lease upon satisfaction by Tenant of all Lease conditions and requirements to such assignment or subletting;

(vi) liable for latent and/or patent defects in the construction of the Tenant Improvements;

(vii) liable for any breach of any warranty in the Lease by Landlord, or any prior landlord under the Lease, which breach occurs prior to the Transition Date; and

(viii) liable for any reason for amounts in excess of the value of its interest in the Land and Building, its interest in the relevant leasehold estates, or for consequential or punitive damages of any kind.

For purposes of this Agreement, the foregoing limitations described in the above subparagraphs (i) – (viii), inclusive, are collectively referred to as the “**Limitations**”.

5. **Further Assurances.** UCFREF, UCFBOT and Landlord (with the intent that all Superior Interest Holders will be bound hereby) acknowledge that from time to time each may be asked by Tenant to enter into certain instruments, documents or other agreements to satisfy concerns of Tenant’s title company, and each agrees that it will in good faith review and consider, in a reasonably prompt manner, the execution of any such requested estoppel certifications, non-disturbance and recognition agreements and recordable memorandum of the Lease as may be requested by Tenant. To the extent that the requested document is either required hereby or contemplated by the terms hereof and is (i) not inconsistent with the terms of this Joinder, nor the Master Lease, Sublease Agreement, or Lease, and (ii) does not expose UCFREF, UCFBOT or Landlord (as applicable) to any liability or obligation beyond what is contemplated in this Joinder, the UCFREF, UCFBOT and Landlord will not unreasonably decline to execute such document. The response by UCFREF and UCFBOT to any such request may be delayed as reasonably required to move through a number of layers of review.

6. **Consent to Lease.** UCFREF and UCFBOT (with the intent that all other Superior Interest Holders be bound hereby) hereby acknowledge, agree and confirm that no further consent to the Lease is required from UCFREF under the Master Lease nor from UCFBOT under Sublease Agreement. Without limitation, so long as none of the following purport to encumber the fee simple title to the Land or Building (as opposed to Tenant’s leasehold interest in the Building), no such consent is required for any sublease or assignment of Tenant's interest in the Lease in compliance with the terms of the Lease. UCFREF, UCFBOT and Landlord agree to provide further confirmation, in form and substance reasonably acceptable to UCFREF and UCFBOT, that no such consent(s) are required as reasonably requested from time to time by a permitted assignee of Tenant.

7. **Compliance with Prior Leases.** UCFREF and UCFBOT (with the intent that all other Superior Interest Holders be bound hereby) hereby acknowledge, agree and confirm that compliance by Tenant with the terms of the Lease shall be considered compliance with the terms of the Master Lease and Sublease Agreement, notwithstanding any conflict between the terms of the Lease and the Master Lease and/or Sublease Agreement. Without limitation, such compliance shall include (i) the Permitted Use description under the Lease which UCFREF and UCFBOT

acknowledge complies with the use limitations set forth in the Master Lease and the Sublease Agreement, and (ii) all architectural approvals and construction/development requirements of the Master Lease and Sublease Agreement related to the proposed improvements to be located on the Land and within the Building are satisfied to the extent that such have been approved by Landlord and comply with applicable Laws, the Restrictions, and covenants and restrictions under any Permitted Exceptions, and (iii) under no circumstances shall Tenant be required to pay rent, additional rent or other charges under the Master Lease or Sublease Agreement. Notwithstanding the foregoing, but without superseding any of the terms of this Joinder, nothing in this Section 7 or elsewhere in this Joinder shall be construed to modify the Master Lease or the Sublease Agreement with respect to any of the rights or obligations of any of the parties thereto or their successors or assigns.

8. **Notice.** Any notice to be given by Tenant to UCFREF or UCFBOT hereunder must be in writing and shall be deemed effectively given when personally delivered, when received by telegraphic or other electronic means (including facsimile transmission or electronic mail), so long as such telegraphic or other electronic means is accompanied by prompt notice by United States mail, or overnight courier, or five (5) days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows: **To UCFREF:** \_\_\_\_\_; **OR** **To UCFBOT:** University of Central Florida, Post Office Box 164360, Orlando, FL 32816-3630, Attn: Vice-President and Chief Operating Officer; with a copy to University of Central Florida, 4000 Central Florida Boulevard, Suite 360, Orlando, FL 32816-0015, Attention: Vice President and General Counsel; or to such other address and to the attention of such person or officer as UCFREF or UCFBOT may hereafter designate by notice to Tenant at the address for notices to Tenant under Section 13.8 of the Lease, or such other notice address hereafter designated by Tenant to UCFREF and UCFBOT. Notices to be given to Landlord or to Tenant shall be given as provided in the Lease.

9. **PET-CT Services Exclusive.** In addition to the foregoing, the Superior Interest Holders acknowledge and consent to Tenant's Exclusivity Period for PET-CT Services within the Building (as such terms are defined in the Lease) per Section 4.15 of the Lease, and hereby agree that during the Exclusivity Period, the Superior Interest Holders will not permit any other space in the Building to be used for PET-CT Services. The Superior Interest Holders represent and warrant to Tenant that no other existing leases or occupancy agreements entered into by any of the Superior Interest Holders allow the use of PET-CT Services within the Building during the Exclusivity Period.

10. **Defined Terms.** Except as specifically defined otherwise herein, all capitalized words and terms used in this Joinder shall have the same meaning and definition as in the Lease.

[SIGNATURES ON FOLLOWING PAGES]



Executed in the presence of:

**UCFREF:**

**UCF REAL ESTATE FOUNDATION,  
L.L.P.**, a Florida limited liability company

\_\_\_\_\_

Print Name: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Executed in the presence of:

**UCFBOT:**

**THE UNIVERSITY OF CENTRAL  
FLORIDA BOARD OF TRUSTEES**

\_\_\_\_\_

Print Name: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Executed in the presence of:

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

**LANDLORD:**

**UCF ACADEMIC HEALTH, INC.**, a Florida  
not for profit corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT A**

### **Legal Description of Land**

Lot 1 of BURNHAM INSTITUTE FOR MEDICAL RESEARCH AT LAKE NONA PHASE 1, according to the Plat thereof, as recorded in Plat Book 73, Pages 40-42 of the Public Records of Orange County, Florida.

**EXHIBIT B**

**Floor Plan and Depiction of Premises**

# EXHIBIT B

## Floor Plan and Depiction of Premises

### Floorplan





**EXHIBIT C**

**(Intentionally Deleted)**



## EXHIBIT D

### Tenant Improvements Work Letter

1. Tenant Improvements. Tenant may construct or cause to be constructed, at its sole cost and expense (subject to Base Rent credits in the amount of the Tenant Improvement Allowance as provided in Section 3 of this **Exhibit D**), the Tenant Improvements in a good and workmanlike manner in accordance with all Applicable Laws and in accordance with the Tenant Improvement Plans as defined in Section 2 below. “Tenant Improvements” shall mean those improvements to the Premises to be constructed by Tenant in accordance with this **Exhibit D** (the “Work Letter”), and shall include all work to be done within the Premises including but not limited to demolition, partitioning, interior doors, floor covering and finishes, ceiling, electrical wiring and fixtures, electrical outlets and switches, telephone wiring and outlets, plumbing (for both water and gas) and fixtures, paint and wall coverings, shelving and other millwork and finishes, construction and/or installation of the Generator, and all work related to such items, including the preparation of any plans related thereto.

Tenant acknowledges and agrees that Landlord shall have no obligation to construct or cause to be constructed any of the Tenant Improvements.

2. Tenant Plans. Prior to the commencement of any Tenant Improvements, Tenant shall submit plans therefor in accordance with the requirements of this Work Letter. With respect to Landlord’s review of Tenant’s plans, Landlord has retained Hunton Brady Architects, Project Management Advisors, and Affiliated Engineering, Inc. (collectively, the “Landlord’s Consultants”) to review Tenant’s plans and to advise Landlord with respect to the same. Tenant shall pay to Landlord, prior to and as a condition of Landlord’s review of the Preliminary Plans (defined below), a review fee of \$10,035.00 to compensate Landlord for the services of Landlord’s Consultants. Tenant’s architect for the Tenant Improvements (the “Architect”) shall be subject to Landlord’s prior approval, such approval not to be unreasonably withheld, conditioned or delayed. Tenant’s Architect will prepare the Preliminary Plans, the Design Development Drawings, and the Construction Drawings, all as defined below. The Preliminary Plans, Design Development Drawings and Construction Drawings are sometimes individually and collectively referred to as “Plans”.

The Architect shall develop and prepare schematic/conceptual plans for the Premises, depicting wall layout, walls, doors, and other elements of a preliminary space plan (the “Preliminary Plans”). Tenant shall submit the Preliminary Plans to the Landlord for review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. If Landlord desires modifications to the Preliminary Plans, Landlord shall notify Tenant in writing within ten (10) business days following its receipt thereof, and the parties shall promptly confer to reach agreement on the Preliminary Plans. If Landlord fails to notify Tenant of any objections to the Preliminary Plans within such ten (10) business day period, Landlord shall be deemed to have approved the Preliminary Plans.

Promptly after Landlord approves the Preliminary Plans, Tenant shall submit to Landlord for review and approval, sixty percent (60%) design development drawings and specifications

sufficient to indicate the architectural design of the Premises, including, without limitation, the following element (the “Design Development Drawings”):

- (a) Special loading, such as the location of file cabinets or special equipment;
- (b) Special equipment including fume hoods, bio safety cabinets and chemical storage units;
- (c) Openings in the walls, ceilings or floors, including all access panels and the proposed locations of all slab saw cuts and trenching;
- (d) Special electrical, air conditioning, fire protection or plumbing work;
- (e) Location and dimensions of telephone/computer equipment rooms, and telephone, computer and electrical outlets for both normal and emergency power;
- (f) Partitions – locations and type, including doors and any non-building standard hardware;
- (g) Special cabinet work or other millwork items; and
- (h) Variations to standard ceiling heights.

The Design Development Drawings shall be consistent with the approved (or deemed approved) Preliminary Plans. The Design Development Drawings shall use and reflect finishes and colors that are compatible with the remainder of the Building (including, without limitation, door hardware [Schlage brand door handles], door finishes, ceiling tiles, lighting, base, bathroom fixtures, sinks, and the like). Landlord’s review and approval of the Design Development Drawings shall not be unreasonably withheld, conditioned or delayed. If Landlord desires modifications to the Design Development Drawings, Landlord shall notify Tenant in writing within fifteen (15) days following its receipt thereof and the parties shall promptly confer to reach an agreement on the Design Development Drawings. If Landlord fails to notify Tenant of any objections to the Design Development Drawings within such fifteen (15) day period, Landlord shall be deemed to have approved the Design Development Drawings.

After the Design Development Drawings have been approved (or deemed approved) by Landlord, the Architect shall prepare final, 100% construction plans and specifications for the Tenant Improvements (the “Construction Drawings”), which Construction Drawings shall be signed and sealed by the Architect. The Construction Drawings shall be consistent with the approved Design Development Drawings and will include detail architectural, structural, mechanical, electrical, and plumbing plans for the Tenant Improvements and the Premises. Without limiting the foregoing, the Construction Drawings will include, to the extent applicable: (1) all electrical outlet locations, circuits and anticipated usage therefor; (2) reflected ceiling plan, including lighting, switching and special ceiling specifications; (3) mechanical drawings which include duct locations for HVAC equipment; (4) details of all millwork; (5) dimensions of all equipment and built-in cabinets; (6) furniture plan showing details of space occupancy; (7) keying schedule (Premises must be keyed to permit entry by Building master key), if any; (8) lighting arrangement; (9) special HVAC equipment and requirements; (10) weight and location of heavy

equipment, and anticipated loads for special usage rooms; (11) demolition plan; (12) partition construction plan; (13) all requirements under the Americans With Disabilities Act and other Applicable Laws; (14) final finish selections; (15) plumbing plans; (16) electrical plans which provide projected power requirements for all special equipment belonging to Tenant; and (17) any other details or features requested by Landlord. The approval process for the Construction Drawings will be identical to the approval process for the Design Development Drawings described above.

The Construction Drawings as approved (or deemed approved) by Landlord are referred to herein as the “Tenant Improvement Plans.” The Tenant Improvement Plans shall not be changed without Landlord’s prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that the Landlord reserves the right to require changes to the Tenant Improvement Plans when necessary by reason of code requirements or directives of Governmental Authorities having jurisdiction over the Premises. The Landlord’s approval of the Tenant Improvement Plans shall not constitute an acknowledgment that work done in accordance therewith will so conform or that the Tenant Improvement Plans comply with Applicable Laws, and the Tenant shall be solely responsible for corrections in the Tenant’s work required by any Governmental Authorities or insurance underwriters.

3. Cost of the Tenant Work. Tenant shall install the Tenant Improvements (the “Tenant Work”) at its expense in accordance with the Tenant Improvement Plans and this **Exhibit D**. “Substantial Completion” of the Tenant Work (and the Tenant Improvements) shall be deemed to have occurred on the date on which the Tenant Work has been inspected by the applicable governmental authority and a certificate of occupancy/certificate of approval for such work has been issued by such governmental authority. Within five (5) days after its receipt of such certificate of occupancy/certificate of approval, Tenant shall deliver a copy of the same to Landlord. In addition, upon Substantial Completion, Tenant shall deliver to Landlord (i) copies of final lien waivers from Tenant Contractor (defined below) and all sub-contractors, and (ii) written evidence, satisfactory to Landlord in its reasonable discretion, of the total cost of the Tenant Improvements.

Upon Tenant’s performance and satisfaction of the requirements of this Section 3 above, and provided (x) no event of default remains uncured and (y) Tenant has paid or reimbursed Landlord all amounts then owed to Landlord pursuant to this Lease, then Landlord shall provide to Tenant a tenant improvement allowance in the amount of Twenty Five and 00/100 Dollars (\$25.00) per Rentable Square Foot of the Premises (the “Tenant Improvement Allowance”). Subject to reduction by the “Pre-Rent Commencement Occupancy Factor” as defined below, the Tenant Improvement Allowance shall be applied in the form of a credit against the Base Rent due and payable during the first five (5) Lease Years of the Initial Term of the Lease, and shall be credited and applied to such Base Rent in equal annual installments over the first five (5) Lease Years of the Initial Term (i.e., the Tenant Improvement Allowance shall be credited in the amount of Five and 00/100 Dollars (\$5.00) per Rentable Square Foot during each of the first five (5) Lease Years of the Initial Term). Notwithstanding anything herein to the contrary, however, in the event the cost of Tenant Improvements is less than the amount of the Tenant Improvement Allowance described above, then the Tenant Improvement Allowance shall be an amount equal to the actual cost of the Tenant Improvements (applied and credited as provided above).

Notwithstanding the foregoing and Sections 1.4 and 1.5 of this Lease and any other provisions of the Lease to the contrary, if Substantial Completion of the Tenant's Work occurs prior to December 1, 2020 and Tenant desires to occupy and use the Premises to conduct the Permitted Use before December 1, 2020, then Landlord shall reasonably cooperate to allow such early occupancy by Tenant and the period beginning on the date Tenant occupies and uses the Premises to conduct the Permitted Use through and including November 30, 2020 shall be known as the "Early Occupancy Period". Tenant shall not be required to pay Base Rent pursuant to this Lease during the Early Occupancy Period. The expiration of the Early Occupancy Period shall be extended by one (1) day for each Rent Commencement Date Delay (defined in Section 10 of this Work Letter). The amount of the Tenant Improvement Allowance shall be reduced by an amount equal to the product obtained by multiplying (a) the Rentable Square Feet in the Premises, times (b) Thirty-Four Dollars (\$34.00) per Rentable Square Foot, divided by (c) three hundred sixty five (365), times (d) the number of days contained in the Early Occupancy Period) (such calculation being referred to as the "Pre-Rent Commencement Occupancy Factor"). The amount of the Pre-Rent Commencement Occupancy Factor shall not increase as a result of any Rent Commencement Date Delay (defined in Section 10 of this Work Letter).

Conversely, if Substantial Completion of the Tenant's Work has not occurred by December 1, 2020 and a Rent Commencement Date Delay is not the reason therefor, then the Rent Commencement Date shall be December 1, 2020 notwithstanding that Tenant is unable to occupy and use the Premises for the Permitted Use. If such delay in the Substantial Completion of the Tenant's Work is not caused by either Tenant's failure to diligently pursue Substantial Completion of the Tenant's Work or a Rent Commencement Date Delay, then Tenant shall receive a Rent credit equal to the amount of Rent paid by Tenant for the period beginning on December 1, 2020 and continuing through and including the day before the thirtieth (30<sup>th</sup>) day following the Substantial Completion of the Tenant's Work ("Rent Credit"). One-twelfth (1/12<sup>th</sup>) of the Rent Credit will applied to reduce Rent owed during each month of the third (3<sup>rd</sup>) Lease Year. If the Lease terminates prior to the end of the third (3<sup>rd</sup>) Lease Year for any reason other than a Tenant default, then Landlord will reimburse Tenant for any unused portion of the Rent Credit, less any amounts owed to Landlord pursuant to this Lease. The purpose of the Rent Credit is to make Tenant whole in the event Landlord and Tenant have underestimated the time it will reasonably take for Tenant to achieve Substantial Completion of the Tenant's Work.

4. Tenant Contractor. The general contractor retained by Tenant to construct the Tenant Improvements (the "Tenant Contractor") shall be licensed in the State of Florida, shall have experience working in a healthcare environment, and shall be subject to Landlord's prior approval, such approval not to be unreasonably withheld, conditioned or delayed. The Tenant Contractor must (and its contract must so provide):

(i) Conduct its work in such a manner so as not to unreasonably interfere with other tenants, Building operations, or any other construction occurring on or in the Building or in the Premises (provided, Landlord agrees that, prior to declaring Tenant and/or Tenant Contractor in default of this requirement, it will ask Tenant Contractor to modify or cease any activities it deems potentially disruptive and will provide Tenant Contractor a reasonable period within which to take corrective action or otherwise respond);

(ii) Comply with all rules and regulations relating to construction activities in or on the Building or the Property as may be reasonably promulgated from time to time, delivered (prior to the time they are to become effective) in written form to Tenant and Tenant Contractor, and uniformly enforced by Landlord or its agents (including, without limitation, those construction-related rules and regulations included in **Exhibit F** of this Lease);

(iii) The Tenant Contractor and all subcontractors shall maintain such insurance in force and effect as set forth in **Exhibit G** attached to this Lease or as otherwise required by Applicable Laws; further, Landlord shall have the right to require the Tenant Contractor to furnish bonds covering faithful performance of its contract with Tenant and payment of all obligations arising thereunder; and

(iv) Be responsible for reaching an agreement with Landlord and its agents as to the terms and conditions for all contractor items relating to the conducting of its work including, but not limited to, those matters relating to hoisting, systems interfacing, use of temporary utilities, storage of materials and access to the Premises.

Landlord will also have the right to approve all subcontractors to be used by Tenant's Contractor, which approval will not be unreasonably withheld, conditioned or delayed. As a condition precedent to Landlord permitting the Tenant Contractor to commence the Tenant Work, Tenant and the Tenant Contractor will deliver to Landlord such assurances or instruments as may be reasonably requested by Landlord to evidence the Tenant Contractor's and its subcontractors' compliance or agreement to comply with the provisions of this **Exhibit D**.

5. Indemnity. Subject to the applicable waivers of claims and rights of subrogation set forth in the Lease, Tenant will indemnify, defend and hold harmless Landlord and its agents or employees (including, without limitation, the Landlord's Consultants) against any claims, costs, including reasonable attorneys' and paralegals' fees, and liabilities, including without limitation, for injury to or death of any person, damage to any property and mechanics' liens or other liens or claims, arising out of or in connection with the work done by Tenant Contractor (and its subcontractors and sub-subcontractors) under its contract with Tenant (but excepting those resulting from the negligence or willful misconduct of Landlord, its employees, contractors, servants, agents, or representatives).

6. Permits. Tenant will cause the Tenant Contractor to apply for any building permits, inspections and occupancy certificates required for or in connection with the Tenant Work, and will promptly after receipt submit to Landlord copies of the same; provided, however, that Landlord shall cooperate with Tenant and Tenant Contractor in executing permit applications and performing other ministerial acts reasonably necessary to enable Tenant Contractor to obtain any such permit or certificate of occupancy.

7. Change Orders. Tenant may authorize change orders in the Tenant Work, but all such changes that affect the Building structure, exterior or footprint must be submitted to Landlord for approval, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord shall approve any proposed change order or notify Tenant of the specific changes Landlord requires within five (5) business days after Tenant submits the proposed change order to Landlord. Other than Landlord Delays (as hereinafter defined), in which event the costs and

expenses resulting from change orders shall be borne solely by Landlord, Tenant will be responsible for any delays or additional costs caused by such change orders.

8. As-Built Plans. Tenant will deliver to Landlord the as-built plans and specifications for the Tenant Work (and the Tenant Improvements), in both electronic and paper form (including three (3) sets of paper as-built plans and specifications), within thirty (30) days after Substantial Completion of the Tenant Work. Tenant also will deliver to Landlord a copy of the final pay request from the Tenant Contractor.

9. Compliance. Tenant will cause the Tenant Work to comply in all material respects with the following: (i) the Tenant Improvement Plans (as revised by any approved change orders), (ii) all applicable building codes and other Applicable Laws, including the Americans With Disabilities Act and other applicable acts, laws, or governmental rules or regulations pertaining to persons with disabilities, and (iii) the work rules and procedures referenced in Section 4 above. Landlord's right to review plans and specifications and to monitor construction will be solely for its own benefit, and Landlord will have no duty to see that such plans and specifications or construction comply with Applicable Laws.

10. Rent Commencement Date. Subject to Section 3 of this **Exhibit D**, any delay in the completion of the Tenant Work will have no effect on the Occupancy Date or the Rent Commencement Date of this Lease and will not serve to abate or extend the time for the commencement of Rent for the Premises, except to the extent of one (1) day for each day that (i) a Landlord Delay (defined below) or event of Force Majeure delays Substantial Completion of the Tenant Work and (ii) Tenant's ability to reasonably use the Premises by the date when Tenant would otherwise have Substantially Completed the Tenant Work is actually delayed thereby (a "Rent Commencement Date Delay"). As used herein, the term "Landlord Delay" means any delay in the substantial completion of the Tenant Work that is a result of: (x) Landlord's failure to give any approval (or written notice of the specific reason(s) for its disapproval) required hereunder within the times permitted herein; or (y) any intentional interference by Landlord or Landlord's contractors, subcontractors, materialmen, employees, or agents with the performance of the Tenant Work. If the Rent Commencement Date has not occurred by December 1, 2020 due solely to Rent Commencement Date Delay(s) resulting from Force Majeure delays, then Tenant shall receive a per diem Base Rent credit for the number of days that accrue from (and including) December 1, 2020 until (and including) the actual Rent Commencement Date, and such Base Rent credits shall be applied on the actual Rent Commencement Date and each day thereafter until exhausted. If the Rent Commencement Date has not occurred by December 1, 2020 due solely to Rent Commencement Date Delay(s) resulting from a Landlord Delay, then Tenant shall receive a per diem Rent credit for the number of days that accrue from (and including) December 1, 2020 until (and including) the actual Rent Commencement Date, and such Rent credits shall be applied on the actual Rent Commencement Date and each day thereafter until exhausted.

11. Additional Terms and Conditions.

(i) All policies of insurance required to be maintained or provided pursuant to this **Exhibit D** shall be endorsed to include as additional insureds the parties listed on, or required by, this Lease to be named as additional insureds, including, without limitation, the Landlord, the Landlord's Consultants, and their respective members, partners, directors, officers, employees and agents, and such additional persons as Landlord may designate to Tenant in writing. The waiver of subrogation provisions contained in this Lease shall apply to all insurance policies (except Tenant's worker's compensation policy) to be obtained by Tenant pursuant to this Lease. Additionally, where applicable, each policy shall contain a cross-liability and severability of interest clause. **[NOTE: PENDING REVIEW BY TENANT'S RISK MANAGEMENT].**

(ii) Tenant shall enter into a construction contract with the Tenant Contractor for the construction of the Tenant Improvements, which shall be in form and substance as determined by Tenant, subject to the requirements of this Work Letter and approved in writing by Landlord, which approval shall not be unreasonably withheld or delayed. Tenant shall upon the execution thereof provide a copy of said construction contract to Landlord. If any redesign and rebidding by Tenant causes changes in materials or other construction schedule impacts or is the cause of a delay in Substantial Completion, then such delay will constitute a tenant delay.

(iii) During construction, Tenant (and its Tenant Contractor and all subcontractors) shall comply with and adhere to all applicable Infection Control Remediation Assessment (ICRA) (a) recommendations of the Centers for Disease Control and Prevention, and (b) requirements and measures as the Landlord may reasonably require from time to time.

(iv) Landlord and Tenant each hereby appoint a representative (each, a "Designated Representative"), and in the event that a Designated Representative is unavailable for any reason whatsoever, an alternative representative (each, an "Alternative Representative"), to make timely binding decisions on design, development and construction matters (including pricing and scheduling changes) relating to the Tenant Improvements. The Designated Representatives are:

Landlord: \_\_\_\_\_

Tenant: Frank Nunziato

The Alternative Representatives are:

Landlord: \_\_\_\_\_

Tenant: Daniel Farrar

(v) At any time and from time to time hereafter, Landlord and Tenant will each have the right to appoint a successor or substitute Designated Representative and/or Alternative Representative to act on behalf of such party, each such appointment to be effected by delivering five (5) days' prior written notice to the other party hereto in accordance with the notice provisions of the Lease. Any action which may be taken by a Designated Representative may also be taken

by an Alternative Representative and any party may rely thereon as if such action had been taken by the Designated Representative and such party will have no duty to inquire why the Designated Representative was unavailable to act. All notices shall be in writing.

(vi) Landlord shall have the right, at no cost to Landlord, to cause the Architect, and any other contractors or subcontractors performing work in the Premises by or on behalf of Tenant, to carry liability (including, with respect to the Architect, professional liability insurance in the amount of \$3,000,000.00 per occurrence and \$3,000,000.00 in the aggregate) and other insurance as to contractors, all as is described in this **Exhibit D** and naming Landlord as an additional insured thereunder.

12. Miscellaneous.

(i) Except to the extent otherwise indicated herein, the capitalized terms used in this **Exhibit D** will have the meanings assigned to them in the Lease to which this **Exhibit D** is attached.

(ii) The terms and provisions of this **Exhibit D** are intended to supplement and are specifically subject to all the terms and provisions of the Lease to which this **Exhibit D** is attached.

(iii) This **Exhibit D** may not be amended or modified other than by supplemental written agreement executed by authorized representatives of the parties hereto.

(iv) Landlord's preparation or review and approval of the Plans shall not create or imply any responsibility or liability on the part of Landlord with regard to the completeness and design sufficiency of the Plans or the Tenant Work, or with regard to the compliance of the Plans or the Tenant Work with all Applicable Laws.

(v) In all instances in this Work Letter where Landlord's or Tenant's consent or approval is required, such approval shall not be unreasonably withheld, conditioned, or delayed



## EXHIBIT E

### Rent Commencement Date Agreement

This Rent Commencement Date Agreement (this "Agreement") is made and dated \_\_\_\_\_, 2020, by and between **UCF ACADEMIC HEALTH, INC., a direct support organization of the University of Central Florida and its College of Medicine** ("Landlord") and \_\_\_\_\_ ("Tenant").

### RECITALS

I. On \_\_\_\_\_, 2020, Landlord and Tenant entered into the Clinical Space Lease (the "Lease") relating to certain premises located in Orange County, Florida as more particularly described in the Lease. All defined terms in this Agreement that are not defined herein, but are defined in the Lease, shall have the meaning in this Agreement as set forth in the Lease.

II. The Lease Term has commenced, and Landlord and Tenant desire to confirm the Rent Commencement Date and the date of expiration of the Lease Term.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Landlord and Tenant agree as follows:

(a) The Lease Term commenced on, and the Rent Commencement Date shall be, \_\_\_\_\_. The Occupancy Date is \_\_\_\_\_.

(b) Tenant's Rent obligation under the Lease commenced on the Rent Commencement Date.

(c) The Initial Term shall expire on \_\_\_\_\_.

(d) The Rentable Square Footage of the Building subleased by the Landlord pursuant to the Sublease Agreement as of the date hereof is \_\_\_\_\_ (\_\_\_\_\_) square feet.

(e) The Rentable Square Footage of the Premises is \_\_\_\_\_ (\_\_\_\_\_) square feet.

(f) Base Rent as of the Rent Commencement Date is \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per year. Tenant's Proportionate Share is \_\_\_\_\_ percent (\_\_\_\_%).

(g) The Pre-Rent Commencement Occupancy Factor is \$\_\_\_\_\_.

(h) The amount of Rent Credit is \$\_\_\_\_\_.

(i) The Lease is in full force and effect and is hereby ratified and confirmed.

(j) Except as to Latent Defects, if any, all work and improvements to the Premises required by the Lease to have been performed by Landlord have been completed in accordance with provisions of the Lease, and Tenant has accepted and taken possession of the Premises. However, nothing herein shall be deemed to waive Tenant's rights and remedies if it is discovered after the date of this Agreement that Landlord failed to deliver the Premises to Tenant in the Required Condition (as set forth in Section 2.4 of the Lease).

(k) Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Lease.

[Signatures on the Following Page]

IN WITNESS WHEREOF, Landlord and Tenant shall have caused this Rent Commencement Date Agreement to be duly executed on the date first written above.

Landlord:

**UCF ACADEMIC HEALTH, INC.**, a Florida not-for-profit corporation, which also is a direct support organization of the University of Central Florida Board of Trustees under the laws of the State of Florida

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Tenant:

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

## EXHIBIT F

### Rules and Regulations

(a) Tenant shall not perform, or contract to be performed, any work in the Premises, that will in any way increase the risk of fire or the rate of fire or other insurance on the Building, or that conflicts with the laws of any governing body or public authority, thereof, or with any insurance policy on the Building.

(b) Tenant shall comply with all safety, fire prevention, hurricane and emergency preparedness, and evacuation procedures and regulations established by Landlord or any applicable governmental agency. All tenants will cooperate with Landlord and abide with local code in the testing and servicing of the building life safety system.

(c) Movement within, to, or from the Building of furniture, office equipment, or other bulky material that requires the use of elevators, stairways, or Building entrance and lobby shall be restricted to hours established by Landlord. Prior arrangements with Landlord should be made regarding the time, method, and routing of movement and tenants shall assume all risks of damages to articles moved and injury to persons or public resulting from such moves. Landlord shall not be liable for any acts or damages resulting from any such activity.

(d) With the exception of Tenant's pharmaceuticals locker or storage facility, Tenant shall not change the locks or install additional locks on any doors of the Premises without Landlord's prior written consent. Upon approval from Landlord to change or install additional locks, Tenant shall key all locks to a Building master and furnish Landlord with five (5) copies thereof. Tenant shall return to Landlord all keys to the Building and the Premises upon termination of the Lease.

(e) The sidewalks, doorways, halls, stairways, vestibules and other similar areas shall not be obstructed or used for any purpose other than ingress to and egress from Tenants' respective leased premises and for going from one part of the Building to another part.

(f) Tenant shall not use the plumbing facilities in the Building for any purpose other than that for which they were constructed and installed and no substances of any kind shall be deposited therein which the fixture is not designed to handle.

(g) All contractors and tradesman rendering any service to Tenant shall be subject to submission of proof of insurance requirements, including the naming of the appropriate additional insured's, and supervision of Landlords agent if required, prior to performing services.

(h) No Tenant shall use or keep on its leased premises any kerosene, gasoline, or inflammable or combustible fluid or material other than limited quantities reasonably necessary for the operations of Tenant's business.

(i) Landlord will not be responsible for lost or stolen personal property, money or jewelry from any Tenant's leased premises or public areas, regardless of whether such loss occurs when such area is locked against entry.

(j) Tenant will work with Landlord in informing and enforcing building rules with Tenant's employees, patients, guests, delivery personnel, agents or invitees.

(k) No specimen containers, waste containers, or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the public halls, corridors, or vestibules without the prior written consent of Landlord.

(l) Landlord reserves the right to modify or rescind any of these rules and regulations and to make future rules and regulations. Such rules and regulations, upon implementation and notice provided to Tenant, shall be binding upon Tenant as if originally herein prescribed.

(m) Landlord reserves the right to waive any one or more of these rules and regulations as to any particular Tenant, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Tenant.

(n) Neither Tenant, nor any of Tenant's servants, employees, agents, visitors, patients, invitees, or licensees, shall at any time light, use or smoke cigarettes, cigars, pipes, or other tobacco products in or about the public portion of the Building, including, without limitation, parking areas, entrances, passages, walkways, restrooms, lobbies, courts, elevators, vestibules, stairways, corridors and halls. Landlord may take all appropriate steps to enforce such "no smoking" policy, including the posting of no smoking signs, demanding that persons who violate the "no smoking" policy cease and desist from such violation and removing violators from the Building. Landlord shall in no case be liable for damages in enforcing the "no smoking" policy.

(o) Tenant shall not make or permit any noise, odor or act that is objectionable to other occupants of the Building to emanate from the Premises, and shall not create or maintain a nuisance thereon.

(p) The sash doors, sashes window glass doors, lights and skylights that reflect or admit light into the halls or other places of the Building shall not be covered or obstructed. The toilets and urinals shall not be used for any purpose other than those for which they were intended and constructed, and no rubbish, newspapers or other substance of any kind shall be thrown into them. Waste and excessive or unusual use of water shall not be allowed. Tenant shall not mark, drive nails, screw or drill into, paint, nor in any way deface the walls, ceilings, partitions, floors, wood, stone or iron work. The expense of any breakage, stoppage or damage resulting from a violation of this rule by Tenant shall be borne by Tenant. Tenant shall be permitted to hang pictures on office walls, but it must be done in a workmanlike manner and in such a way as not to damage or deface such walls.

(q) Electrical wiring of every kind shall be introduced and connected only as directed or approved by Landlord, and no boring nor cutting of wires will be allowed except within the consent of Landlord. The location of the telephone, call boxes, etc., shall be subject to the approval of Landlord.

(r) Landlord shall approve the weight, size and position of all fixtures, equipment and other property brought into the Building, and the times of moving (which must be done under the supervision of Landlord). Landlord will not be responsible for any loss of or damage to any such equipment or property from any cause, and all damage done in the Building by moving or

maintaining any such property shall be repaired at the expense of Tenant. All equipment shall be installed as required by law, and in accordance with and subject to written approval received on written application of Tenant.

(s) The requirements of Tenant will be attended to only upon application at the office of Landlord or its property manager, employees of Landlord or its property manager shall not perform any work nor do anything outside their regular duties unless under special instructions from Landlord or its property manager. No such employees shall admit any person, Tenant or otherwise, to any other office without instruction from the office of Landlord or its property manager. All janitorial services personnel, guards or any outside contractors employed by Tenant shall be subject to the regulations and control of Landlord, but shall not act as an agent or servant of Landlord.

(t) Tenant shall comply with all policies established from time to time by Landlord regarding the storage and disposal of hazardous substances wastes and materials, and medical, special or infectious wastes.

(u) Any person entering or leaving the Building may be questioned by Building security regarding his/her business in the Building and may be required to sign in and out. Anyone who fails to provide a satisfactory reason for being in the Building may be excluded.

(v) Tenant shall not allow anything to be placed on the outside window ledges of the Premises or to be thrown out of the windows of the Building. No bicycle or other vehicle, and no animal, shall be brought into the offices, halls, corridors, elevators or any other parts of the Building by Tenant or the agents, employees or invitees of Tenant, and Tenant shall not place or permit to be placed any obstruction or refuse in any public part of the Building.

(w) Tenant shall give Landlord prompt notice of any accidents to or defects in the water pipes, gas pipes, electric lights and fixtures, heating apparatus, or any other service equipment.

(x) Unless otherwise specified by Landlord, Tenant and its employees may park automobiles only in spaces designated by Landlord for such purpose and shall in no event park in spaces reserved for public parking. Tenant agrees that Landlord assumes no responsibility of any kind, whatsoever in reference to such automobile parking area or the use thereof by Tenant or its agents or employees.

(y) Tenant will see that all windows and doors are securely locked, and that all faucets and electric light switches are turned off before leaving the Building.

(z) Tenant shall not place any sign upon the Premises or the Building without Landlord's prior written consent.

In addition, the following construction-related rules and regulations shall apply to Tenant's use and occupancy of the Premises:

1. Construction personnel are to use only the freight elevator and/or such other access points and routes as may be designated by the Landlord from time to time. Flooring and wall protection of the freight elevator must be provided at all times. Construction personnel also shall

comply with all procedures designated by the Landlord for the delivery of materials to and within the Building, and for the protection of flooring and walls within the Building for use by construction personnel. Passenger elevators will not be used under any circumstances.

2. All construction personnel will be required to sign in each day and to obtain a contractor's badge.

3. All construction personnel will be required to comply with and adhere to all Applicable Laws relating to such construction and work (including, without limitation, OSHA Safety Regulations and Standards) while working in or about the Building.

4. Construction personnel are to park in the Building's employee parking lot which is located on the south side of the Building. Parking spaces will be assigned by the Building manager.

5. Contractor's employees and deliveries must enter the Building via the shipping/receiving area loading dock. No deliveries will be allowed through the main lobbies of the Building.

6. Contractor's employees must use restrooms assigned by the Building manager.

7. Any work to be performed during off hours must be approved in 48 hours in advance by the Facility Manager.

8. Under no circumstances will contractor's employees be allowed to wander through the Building.

9. No heavy demolition, coring or drilling will be allowed during Normal Operating Hours, unless approved by Landlord.

10. Contractor will not disconnect or disable any portion of the Life Safety System (i.e. smoke/heat detectors, pull stations, sprinkler flow alarms, etc.); this work will be performed by the Landlord's service contractor and the cost billed to the general contractor.

11. All smoke detection devices must be protected during construction and reactivated daily to insure that all devices are working properly each evening and each weekend.

12. All utility shut downs must be arranged 72 hours in advance and must be scheduled in writing through the Facility Manager.

13. This Building may be fully or partially occupied and operational during construction. The contractor will take all necessary precautions to protect the general public.

14. The contractor will be responsible for the installation of temporary polyethylene barriers at all work areas to limit the migration of dust and debris.

15. Protection of all flooring surfaces is the responsibility of the contractor and typically will include the entire path of travel from the Building access point for all construction personnel and deliveries to the construction zone.

16. The construction zone and the entire path of travel to the construction zone will be broom swept at the end of each construction shift, and as often as may be deemed necessary by the Building manager, throughout the duration of the work. The adequacy of this cleaning shall be determined by the Building manager.

17. The Contractor will coordinate the on-site storage of material with the Building manager.

18. Replace, patch and touch up marred surfaces to match adjacent finishes.

19. Clean all finished surfaces prior to the date of Substantial Completion.

20. Permits shall be secured by the contractor. Copies of all permits shall be provided to the building manager.

21. The contractor shall provide the Building manager with emergency contact information for all supervisory staff on the contractor's team.



## EXHIBIT G

### Insurance Requirements

Tenant shall keep in force throughout the Lease Term: (a) Commercial General Liability insurance policy or policies (ISO Form CG 0001 or its equivalent) to protect the Tenant against liability to the public or to any invitee of Tenant or a Landlord incidental to the use of or resulting from any accident occurring in or upon the Premises with a limit \$3,000,000 per occurrence and \$3,000,000 in the annual aggregate covering bodily injury and property damage and \$3,000,000 products/completed operations aggregate, which limits may be achieved through a combination of primary and umbrella/excess coverage; (b) Business Auto Liability covering owned, non-owned and hired vehicles with a limit of \$1,000,000 per accident Combined Single Limit for Bodily Injury and Property Damage; (c) Worker's Compensation Insurance as required by state statute with Employer's Liability limits of \$500,000 each accident, \$500,000 disease policy limit, \$500,000 disease each employee; (d) if Tenant is engaged in the business of providing Professional Services, Tenant shall carry a Professional Liability Policy covering the Scope of Professional provided by the Tenant with limits of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate; (e) Umbrella Liability with limits of \$3,000,000 per occurrence/\$3,000,000 annual aggregate; (f) all Risk or ISO Special Cause of Loss Form property coverage protecting Tenant against loss of or damage to Tenant's alterations, additions, improvements (including Tenant Improvements), carpeting, floor coverings, paneling, decorations, fixtures, inventory, and other business personal property situated in or about the Premises to the full replacement cost of the property so insured, with Tenant being the named loss payee on such policy(ies); (g) in connection with any construction in or about the Premises, Tenant (and/or its contractor) shall provide property insurance written on a Builder's Risk "All Risk" completed value or equivalent policy form and sufficient to cover the total value of the Property so insured; and (h) Business Interruption Insurance with limit of liability representing loss of at least approximately twelve (12) months of income.

The aforesaid policies must: (i) be provided at Tenant expense; (ii) for the aforesaid commercial general (CG), business auto and umbrella policies only, include the Landlord (and such additional persons or entities as Landlord may designate to Tenant in writing, including, without limitation, the Landlord's Consultants) as an additional insured with the additional insured form attached to the certificate of insurance; (iii) be issued by an insurance company with a minimum A.M. Best Rating of A- VII during the Lease Term; and (iv) provide that said insurance will not be canceled unless thirty (30) days prior written notice (ten days for non-payment of premium) has been given Landlord (or if the insurer is unwilling to provide such cancellation notice to Landlord, then Tenant shall be required to provide such cancellation notice to Landlord promptly after receiving such cancellation notice from the insurer); a certificate of insurance evidencing said coverages must be delivered to Landlord by Tenant within five (5) days of the Effective Date and at least (30) days prior to each renewal of said insurance; (v) all insurance, primary and umbrella, purchased by Tenant in compliance with this lease will be primary to any other insurance owned, secured, or in place by Landlord, which insurance will not be called upon by Tenant's insurer (s) to contribute in any way; (vi) notwithstanding anything to the contrary contained in this Lease, (aa) Tenant hereby waives and releases Landlord and the holder of any mortgage from any and all liabilities, claims and losses for which Landlord is or may be held liable to the extent Tenant either is required to maintain insurance for such losses pursuant to this Lease

or receives insurance proceeds on account thereof, and (bb) Landlord hereby waives and releases Tenant from any and all liabilities, claims and losses for which Tenant is or may be held liable to the extent Landlord either is required to maintain insurance for such losses pursuant to this Lease or receives insurance proceeds on account thereof. Both parties will secure waiver of subrogation endorsements from their respective insurance carriers as to the other party.

## EXHIBIT H

### Option to Renew

Provided that (i) this Lease is then in full force and effect, and (ii) Tenant is not then in default under any of Tenant's obligations under this Lease beyond any applicable cure period, Tenant shall have the option to renew this Lease for the Extension Term. In order to exercise such option to renew, Tenant shall give Landlord written notice (the "Renewal Notice") of Tenant's election to exercise a renewal option not later than two hundred seventy (270) days prior to the expiration of the Initial Lease Term or the preceding Extension Term, as applicable. Tenant's failure to timely give a Renewal Notice by said date, whether due to Tenant's oversight or failure to cure any existing defaults or otherwise, shall render such renewal option null and void. Within thirty (30) days of receipt of Tenant's Renewal Notice, Landlord shall advise Tenant of the Fair Market Rental Rate (the "Rent Advice") for the pending Extension Term. If Tenant and Landlord cannot agree on the Fair Market Rental Rate within forty-five (45) days after Tenant's receipt of Landlord's Rent Advice, then the Fair Market Rental Rate shall be determined by binding arbitration as follows: The arbitrators shall be three (3) Qualified Brokers, one appointed by each party (with notice of the identity of such appointment to the other party) and the third appointed by the other two Qualified Brokers; such appointments shall be made within fifteen (15) days following Landlord's receipt of Tenant's notice that it selects arbitration. Each party shall submit its estimation of the Fair Market Rental Rate to the arbitrators, and the Fair Market Rental Rate shall be the rate determined by a majority of the arbitrators; the arbitrators shall notify Landlord and Tenant, in writing, of the Fair Market Rental Rate they have determined within forty-five (45) days following Landlord's receipt of Tenant's notice that it selects arbitration. The Fair Market Rental Rate as determined by the Qualified Brokers shall be the Base Rent during the first Lease Year of the Extension Term.

The covenants and conditions of this Lease in force during the Initial Lease Term, as the same may be modified from time to time, shall continue to be in effect during each Extension Term, except as follows:

(i) The "Base Rent" for the first Lease Year of each Extension Term shall be at the then Fair Market Rental Rate (as hereinafter defined) for renewing tenants. For purposes of this subparagraph, the term (a) "Fair Market Rental Rate" shall mean a base rental rate per square foot of rentable area available in the Pertinent Market (as defined below); (b) "Pertinent Market" shall mean improved space in "Class A" office buildings in the Southeast Orlando/Lake Nona business area which are comparable to the Building in the level and quality of services provided, including costs of parking, and which have reached economic stabilization and are not, for any other reason, offering below market rents (the foregoing factors not being exclusive in identifying comparable buildings); and (c) "Qualified Broker" shall mean a real estate broker unaffiliated with either Landlord or Tenant who specializes in office product, is licensed by and in good standing with the State of Florida and has at least ten (10) years of experience leasing commercial real estate in the Southeast Orlando/Lake Nona business area. If the Tenant elects to proceed to arbitration as provided above, then the parties shall submit the determination of the Fair Market Rental Rate to arbitration as described above.

(ii) Base Rent for each Lease Year of such Extension Term shall be increased as of each Adjustment Date during such Extension Term by an amount equal to three percent (3%) of the Base Rent payable during the immediately prior Lease Year. Tenant shall also continue to pay other Additional Rent as required by this Lease. All other terms and provisions of this Lease shall apply during any Extension Term without modification.

(iii) Following expiration of the Extension Term(s) as provided herein, Tenant shall have no further right to renew or extend this Lease.

Within a reasonable period of time following the valid exercise by Tenant of a renewal option, such period not to exceed sixty (60) days, Landlord and Tenant shall enter into a written amendment to this Lease confirming the terms, conditions and provisions applicable to such Extension Term as determined in accordance with the provisions of this **Exhibit H**. No new options to extend shall be deemed to be created by a valid exercise of a renewal option and no other provisions inapplicable to an Extension Term such as, but not limited to, an obligation to construct or pay for construction or improvements or to grant rent abatements, shall be construed to govern such Extension Term.

Tenant's option to renew this Lease shall not be transferrable by Tenant, but shall be personal and exclusive to the original Tenant named herein, and to any assignee approved by Landlord pursuant to Section 9.1 of the Lease which may have succeeded to any rights hereunder.

## **EXHIBIT I**

### **Permitted Exceptions**

1. Taxes and assessments for the year 2020 and subsequent years.
2. Orange County/Lake Nona Corporation Water and Wastewater Utilities Agreement recorded August 25, 1986 in Official Records Book 3814, Page 2159; First Amendment recorded August 25, 1988 in Official Records Book 4008, Page 3245; Lake Nona Utility Agreement recorded July 5, 1994 in Official Records Book 4764, Page 1185; First Amendment recorded November 20, 1998 in Official Records Book 5620, Page 2327; Second Amendment recorded November 20, 1998 in Official Records Book 5620, Page 2331; and Third Amendment recorded September 29, 2000 in Official Records Book 6097, Page 4121; all in the Public Records of Orange County, Florida.
3. Declaration of Covenant and Waiver recorded February 29, 1988 in Official Records Book 3961, Page 1078 in the Public Records of Orange County, Florida.
4. Declaration and Dedication of Avigation Easement recorded February 29, 1988 in Official Records Book 3961, Page 1089; Amendment to Declaration and Dedication of Avigation Easement recorded July 23, 2008 in Official Records Book 9735, Page 3416; all in the Public Records of Orange County, Florida.
5. Stipulated Final Judgment recorded August 5, 1994 in Official Records Book 4778, Page 1036, under Case No. CI-91-692 and CI-91-4738; First Amendment to Schedule A recorded November 20, 1998 in Official Records Book 5620, Page 2336; Amendment to Stipulated Settlement Agreement recorded July 23, 2008 in Official Records Book 9735, Page 3410; all in the Public Records of Orange County, Florida.
6. Developer's Agreement by and between the City of Orlando, Lake Nona Corporation and Orlando Utilities Commission recorded July 16, 1996 in Official Records Book 5090, Page 924, in the Public Records of Orange County, Florida.
7. Assignment and Agreement Regarding Development Rights and Obligations by and among Lake Nona Property Holdings, Inc., as Trustee under that Certain Land Trust Agreement Dated as of March 5, 1996, Lake Nona Land Company, Lake Nona Estates I, Inc., LNAP, Inc. and Lake Nona Property Holdings, Inc. recorded February 18, 1997 in Official Records Book 5202, Page 4038, in the Public Records of Orange County, Florida.
8. Notice of Establishment of the Boggy Creek Improvement District, a Community Development District recorded December 20, 2001 in Official Records Book 6417, Page 3725; Notice of Boundary Amendment of the Boggy Creek Improvement District recorded January 12, 2004 in Official Records Book 7261, Page 3561; Notice of Boundary Amendment of the Boggy Creek Improvement District recorded March 31, 2006 in Official Records Book 8559, Page 221; Notice of Boundary Amendment of the Boggy Creek Improvement District recorded June 3, 2008 in Official Records Official Records Book 9706, Page 10830; Notice of Boundary Amendment of the Boggy Creek Improvement

District recorded November 11, 2016 in Instrument No. 20160591805; all in the Public Records of Orange County, Florida.

9. Interlocal Agreement by and between City of Orlando, Florida and Boggy Creek Improvement District recorded February 7, 2002 in Official Records Book 6452, Page 6958; First Amendment to Interlocal Agreement recorded April 11, 2003 in Official Records Book 6865, Page 2178; Second Amendment to Interlocal Agreement recorded August 11, 2006 in Official Records Book 8800, Page 4934; Third Amendment to Interlocal Agreement recorded June 12, 2008 in Official Records Book 9711, Page 2576, Fourth Amendment to Interlocal Agreement recorded January 11, 2017 under Document Number 20170019669; all in the Public Records of Orange County, Florida.
10. Ordinance Establishing a Community Development District, to be known as the Boggy Creek Improvement District recorded June 27, 2002 in Official Records Book 6554, Page 1847; Ordinance Expanding a Community Development District, Known as the Boggy Creek Improvement District, recorded April 11, 2003 in Official Records Book 6865, Page 2169; all in the Public Records of Orange County, Florida; unrecorded Ordinance Contracting the Boundaries of the Community Development District, Known as the Boggy Creek Community Development District; Providing a Severability Clause; and Providing an Effective Date, dated February 13, 2006; unrecorded Ordinance Amending the Boundaries of the Community Development District Known as the Boggy Creek Improvement; Providing a Severability Clause; and Providing an Effective Date approved on May 19, 2008.
11. Interlocal Agreement among the Boggy Creek Improvement District, the Myrtle Creek Improvement District and the Greenway Improvement District Regarding the Construction, Management and Financing of Certain Infrastructure Improvements, recorded May 25, 2006 in Official Records Book 8663, Page 1398; First Amendment to Interlocal Agreement among the Boggy Creek Improvement District, the Myrtle Creek Improvement District and the Greenway Improvement District Regarding the Construction, Management and Financing of Certain Infrastructure Improvements, recorded August 2, 2006 in Official Records Book 8782, Page 3865; Second Amendment to Interlocal Agreement among the Boggy Creek Improvement District, the Myrtle Creek Improvement District and the Greenway Improvement District Regarding the Construction, Management and Financing of Certain Infrastructure Improvements, recorded September 23, 2008 in Official Records Book 9765, Page 4236; Third Amendment to Interlocal Agreement among the Boggy Creek Improvement District, the Myrtle Creek Improvement District and the Greenway Improvement District Regarding the Construction, Management and Financing of Certain Infrastructure Improvements, recorded October 21, 2008 in Official Records Book 9776, Page 9296; all in the Public Records of Orange County, Florida.
12. Master Declaration of Covenants, Conditions, Restrictions and Easements for Lake Nona South (Non-Residential) Community as recorded May 16, 2007 in Official Records Book 9262, Page 2354; First Amendment to Master Declaration of Covenants, Conditions, and Restrictions for Lake Nona South (Non-Residential) Community, recorded March 3, 2008 in Official Records Book 9614, Page 392; Second Amendment to Master Declaration of

Covenants, Conditions, and Restrictions for Lake Nona South (Non-Residential) Community, recorded June 17, 2008 in Official Records Book 9713, Page 5676; Third Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Lake Nona South (Non-Residential) Community, recorded November 6, 2008 in Official Records Book 9786, Page 1942; Assignment and Assumption of Declarant's Rights and Obligations, recorded April 8, 2009 in Official Records Book 9855, Page 5702; Fourth Amendment to Master Declaration of Covenants, Conditions and Restrictions for Lake Nona South (Non-Residential) Community, recorded November 3, 2009 in Official Records Book 9957, Page 2681; Fifth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Lake Nona South (Non-Residential) Community, recorded December 22, 2010 in Official Records Book 10150, Page 4154; Sixth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Lake Nona South (Non-Residential) Community, recorded May 9, 2011 in Official Records Book 10211, Page 4081; Assignment and Assumption of Declarant's Rights and Obligations, recorded January 27, 2012 in Official Records Book 10323, Page 7525; Seventh Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Lake Nona South (Non-Residential) Community, recorded November 15, 2012 in Official Records Book 10474, Page 9309; Eighth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Lake Nona South (Non-Residential) Community, recorded December 28, 2012 in Official Records Book 10496, Page 6517; Ninth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Lake Nona South (Non-Residential) Community, recorded August 5, 2013 in Official Records Book 10613, Page 5218; Tenth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Lake Nona South (Non-Residential) Community, recorded October 31, 2014 in Official Records Book 10828, Page 7540; Eleventh Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Lake Nona South (Non-Residential) Community, recorded March 23, 2018 under Document Number 20180170029; Twelfth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Lake Nona South (Non-Residential) Community recorded August 28, 2018 under Document Number 20180511191; all in the Public Records of Orange County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenant, conditions or restrictions violate 42 USC 3604(c).

13. Obligations contained in that certain Declaration of Temporary Drainage Easement (Portion South of UCF) recorded May 16, 2007 in Official Records Book 9262, Page 2525, in the Public Records of Orange County, Florida.
14. Declaration of Utility, Landscape, and Multi-Use Path Easement recorded May 16, 2007 in Official Records Book 9262, Page 2536, in the Public Records of Orange County, Florida.
15. Utilities Access and Equipment Easement Agreement (Communication Services) by Orange County, Florida in favor of Lake Nona Land Company, LLC recorded May 16, 2007 in Official Records Book 9262, Page 2709, in the Public Records of Orange County, Florida.

16. City of Orlando Fourth Amended and Restated Development Order for the Lake Nona Development of Regional Impact, recorded December 4, 2007 in Official Records Book 9522, Page 525; First Amendment recorded March 26, 2008 in Official Records Book 9640, Page 1888; Second Amendment recorded July 10, 2012, in Official Records Book 10406, Page 4222; Third Amendment recorded November 27, 2013 in Official Records Book 10670, Page 3145; Fourth Amendment recorded September 3, 2015 in Official Records Book 10978, Page 6938; Fifth Amendment recorded October 26, 2016 under Document Number 20160559864; Sixth Amendment recorded January 26, 2018 under Document Number 20180054513; all in the Public Records of Orange County, Florida.
17. Ordinance of the City of Orlando, Florida, Amending and Restating the Development Requirements for the Lake Nona Planned Development, recorded January 11, 2008 in Official Records Book 9563, Page 1304; as amended by that certain Ordinance of the City of Orlando, Florida, Amending the Development Requirements for the Lake Nona Planned Development, recorded March 26, 2008 in Official Records Book 9640, Page 1912; as further amended by that certain Ordinance of the City of Orlando, Florida, Amending the Development Requirements for the Lake Nona Planned Development recorded August 23, 2012 in Official Records Book 10430, Page 5591; as further amended by that certain Ordinance of the City of Orlando, Florida, Amending the Development Requirements for the Lake Nona Planned Development, recorded November 27, 2013 in Official Records Book 10670, Page 3237; as further amended by that certain unrecorded Ordinance of the City of Orlando, Florida, Amending the Development Requirements for the Lake Nona Planned Development dated July 13, 2015; as further amended by that certain Ordinance of the City of Orlando, Florida, Amending the Development Requirements for the Lake Nona Planned Development, recorded September 11, 2015 in Official Records Book 10982, Page 938; Amendment to Developer's Agreement Regarding Lake Nona, by and between Lake Nona Property Holdings, LLC, a Florida limited liability company, as developer, Lake Nona Land Company, as owner, and the City of Orlando, Florida, a municipal corporation organized and existing under the laws of the State of Florida, recorded January 27, 2017 under Document Number 20170053289; and that certain Amended and Restated Developer's Agreement recorded February 3, 2017 under Document Number 20170067108; all in the Public Records of Orange County, Florida.
18. Obligations contained in Amended and Restated Declaration of Temporary Drainage Easement (Portion of F-2/South Campus Drive) recorded December 13, 2007 in Official Records Book 9533, Page 697, in the Public Records of Orange County, Florida.
19. Obligations contained in Amended and Restated Declaration of Permanent Drainage Easement (Portion of UCF Site) recorded March 3, 2008 in Official Records Book 9614, Page 374, in the Public Records of Orange County, Florida.
20. Orlando Utilities Commission Utility Easement (Orange County/Lake Nona/Burnham) recorded August 15, 2008 in Official Records Book 9744, Page 2352, in the Public Records of Orange County, Florida.
21. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of BURNHAM INSTITUTE FOR MEDICAL RESEARCH AT LAKE NONA



- PHASE 1, as recorded March 19, 2009 in Plat Book 73, Page(s) 40 through 42, inclusive, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
22. Grant of Non-Exclusive Utility Easement (Burnham Permanent Facilities) in favor of Peoples Gas System, a Division of Tampa Electric Company recorded March 20, 2009 in Official Records Book 9846, Page 4787, in the Public Records of Orange County, Florida.
  23. Grant of Non-Exclusive Access & Utilities Easement (Lake Nona South) by and between Lake Nona Land Company, LLC, a Florida limited liability company, as grantor, and 827 Communications, LLC, a Florida limited liability company, as grantee, recorded April 3, 2009 in Official Records Book 9853, Page 6337; as affected by subsequent Grant of Non-Exclusive Access & Utilities Easement (Lake Nona South) in favor of Bright House Networks, LLC recorded April 3, 2009 in Official Records Book 9853, Page 6386; and as affected by subsequent Grant of Non-Exclusive Access & Utilities Easements (Phase 1) in favor of Embarq Communications, Inc., d/b/a Century Link Communications recorded July 14, 2010 in Official Records Book 10075, Page 5661; and Corrective Grant of Non-Exclusive Access & Utilities Easement (Phase 1) in favor of Embarq Communications, Inc., d/b/a Century Link Communications recorded August 11, 2010 in Official Records Book 10088, Page 1716; all in the Public Records Orange County, Florida.
  24. Access Easement Agreement (Permanent Facilities Site Driveway) recorded May 28, 2010 in Official Records Book 10052, Page 395; together with Joinder and Consent by Mortgagee recorded May 28, 2010 in Official Records Book 10052, Page 410; all in the Public Records of Orange County, Florida.
  25. Terms and conditions of Access Easement Agreement (East/West Driveway) recorded May 28, 2010 in Official Records Book 10052, Page 417, in the Public Records of Orange County, Florida.
  26. Orlando Utilities Commission Amended and Restated Utility Easement (Chilled Water Easement for Burnham Permanent Site) recorded March 11, 2010 in Official Records Book 10013, Page 7929, in the Public Records of Orange County, Florida.
  27. Orlando Utilities Commission Amended and Restated Utility Easement (Potable Water Easement for Burnham Permanent Site) recorded March 11, 2010 in Official Records Book 10013, Page 7939, in the Public Records of Orange County, Florida.
  28. Boggy Creek Improvement District's Notice of Imposition of Special Assessments recorded August 9, 2010 in Official Records Book 10086, Page 5970, in the Public Records of Orange County, Florida.
  29. Declaration of Consent to Jurisdiction of Boggy Creek Improvement District and To Imposition of Special Assessments recorded January 5, 2011 in Official Records Book 10155, Page 1099, in the Public Records of Orange County, Florida.

30. Declaration of Consent to Jurisdiction of Boggy Creek Improvement District and To Imposition of special Assessments recorded January 5, 2011 in Official Records Book 10155, Page 1112, in the Public Records of Orange County, Florida.
31. Lien of Record of Boggy Creek Improvement District recorded January 7, 2011 in Official Records Book 10156, Page 9442, in the Public Records of Orange County, Florida.
32. Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by The Boggy Creek Improvement District recorded May 4, 2011 in Official Records Book 10209, Page 20, as amended by that certain Amended Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Boggy Creek Improvement District recorded June 27, 2013 in Official Records Book 10592, Page 1773, both in the Public Records of Orange County, Florida.
33. Declaration of Consent to Jurisdiction of Boggy Creek Improvement District and To Imposition of Special Assessments recorded April 29, 2013 in Official Records Book 10561, Page 4546, in the Public Records of Orange County, Florida.
34. Boggy Creek Improvement District's Notice of Imposition of Special Assessments recorded May 3, 2013 in Official Records Book 10564, Page 2953, in the Public Records of Orange County, Florida.
35. Terms and conditions for Wastewater Credit Agreement Related to Sewer Capacity for Lake Nona South and Central by and between the City of Orlando, Florida and Lake Nona Land Company, LLC, a Florida limited liability company, recorded December 19, 2017 under Document Number 20170689859, in the Public Records of Orange County, Florida.
36. Restrictions, obligations and right of first refusal set forth in that certain County Deed recorded August 28, 2018 under Document Number 20180511190, in the Public Records of Orange County, Florida.
37. Mortgage by and between University of Central Florida Real Estate Foundation, L.L.C., a Florida limited liability company, and Orange County, Florida, a charter county and political subdivision of the State of Florida, with a limited joinder by Lake Nona Property Holdings, LLC, a Florida limited liability company, recorded August 28, 2018 under Document Number 20180511192, in the Public Records of Orange County, Florida.
38. UCC-1 Financing Statement by University of Central Florida Real Estate Foundation, L.L.C., a Florida limited liability company, as debtor, recorded August 28, 2018 under Document Number 20180511193, in the Public Records of Orange County, Florida.
39. Amended and Restated Development Agreement recorded August 28, 2018 under Document Number 20180511194, in the Public Records of Orange County, Florida.
40. Rights of the following parties in possession of the Property, as tenants only, pursuant to the following leases:

- (a) Unrecorded Lease dated August 27, 2018, by and between University of Central Florida Real Estate Foundation, L.L.C., a Florida limited liability company, and University of Central Florida Board of Trustees.
- (b) Unrecorded Sublease Agreement by and between University of Central Florida Board of Trustees and UCF Academic Health, Inc., a direct support organization of University of Central Florida, dated as of December, 2018, as amended.

**EXHIBIT J**

**County Deed**

AUG 21 2018

Instrument:  
Project:

*NOTE TO RECORDER: The "Grantee" herein, University of Central Florida Real Estate Foundation, L.L.C., a Florida limited liability company, is a wholly owned subsidiary of University of Central Florida Foundation, Incorporated, a Florida not for profit corporation ("Foundation"), which Foundation is a "university direct support organization", as defined in Section 1004.28, Florida Statutes, of the University of Central Florida. Per Plancher v. UCF Ath. Ass'n, 175 So. 3d 724 (Fla. 2015), Foundation is a corporation acting as an instrumentality of the state and therefor a state agency. Conveyances from a state agency or instrumentality to another agency or instrumentality of the state are not subject to documentary stamp tax. Rule 12B-4.014(10), F.A.C.*

### COUNTY DEED

THIS DEED, made as of the date signed below, by Orange County, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTOR, and University of Central Florida Real Estate Foundation, L.L.C., a Florida limited liability company, whose address is 12424 Research Parkway, Suite 140, Orlando, Florida 32826, GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said GRANTEE forever, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lot, piece, or parcel of land, situate, lying and being in the county of Orange, state of Florida, to-wit:

#### SEE ATTACHED EXHIBIT "A"

#### Property Appraiser's Parcel Identification Number:

26-24-30-1445-01-000

TOGETHER with all right, title, interest, claim, and demand which the GRANTOR has in and to the facilities constructed thereon and thereunder including an approximately 175,000-square-foot facility, comprising two connected buildings and associated utilities, infrastructure, and site improvements. Together, the land described in Exhibit "A" (the "Land") and the facilities above referenced are the "Property."

SUBJECT to all taxes, easements, reservations and other matters of record, reference to which shall not operate to reimpose same.

use restriction set forth in Exhibit “B” attached hereto and made a part hereof (the “**Use Restriction**”); the re-conveyance agreement set forth in Exhibit “C” attached hereto and made a part hereof (the “**Re-conveyance Agreement**”); and the right of first refusal set forth in Exhibit “D” attached hereto and made a part hereof (the “**Right of First Refusal**”), for the benefit of GRANTOR, the City of Orlando, and Lake Nona Land Company, LLC, a Florida limited liability company (collectively, the “**Funding Parties**”), who are deemed express third-party beneficiaries with full enforcement rights with respect to the Use Restriction, Re-Conveyance Agreement, and Right of First Refusal.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

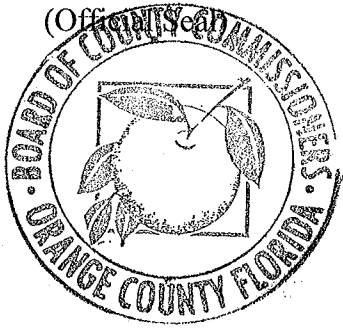
GRANTOR hereby releases all phosphates, metals, minerals and petroleum reservations, if any, it may have pursuant to Section 270.11, Florida Statutes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]


[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

Instrument:  
Project:

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year as written below.


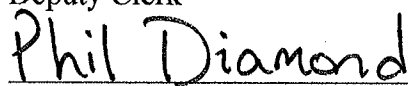


ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

BY:   
Teresa Jacobs  
Orange County Mayor

DATE: AUG 21 2018

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

BY:   
Deputy Clerk  
  
Printed Name

**This instrument prepared by:**  
  
Paul Sladek, a staff employee  
in the course of duty with the  
Real Estate Management Division  
of Orange County, Florida

EXHIBIT "A"

Description of Land

Lot 1, BURNHAM INSTITUTE FOR MEDICAL RESEARCH AT LAKE NONA PHASE 1, according to the plat thereof, recorded in Plat Book 73, Pages 40 through 42, inclusive, in the Public Records of Orange County, Florida



## EXHIBIT "B"

### Use Restriction

The Property conveyed hereby is subject to and this conveyance is conditioned upon Grantee's agreement to limit and restrict the use of the Property to the Permissible Uses (as defined below), unless the prior written consent of Lake Nona Land Company, LLC, a Florida limited liability company ("**LNLC**"), as the master developer of the Lake Nona Planned Development / Development of Regional, is obtained for such other uses, which consent may be withheld or conditioned in LNLC's sole and absolute discretion (the "**Limitation on Use**" or "**Use Restriction**"). This Use Restriction shall run with title to the land, and shall be binding upon successors and assigns.

The permissible uses on the Property, which shall be limited to the following and shall be subject to compliance with all applicable laws are: (a) medical, life science and clinical research and development, (b) light manufacturing in the life sciences or medical field, including diagnostics, devices, pharmaceuticals and reagents, (c) undergraduate, graduate and post-graduate education, including classrooms and lecture halls, (d) research facilities related to a medical hospital, (e) ancillary related research-oriented healthcare and life science uses, and administrative uses related to the permissible uses, (f) Clinical Services (as defined herein), and (g) support services for the foregoing permissible uses which may include, but is not limited to, a cafeteria/restaurant, child day care center and fitness facility for use by personnel and employees of University of Central Florida ("**UCF**"), a direct support organization of UCF ("**UCF DSO**"), and their lessees ("**Permissible Uses**").

As used herein, "**Clinical Services**" shall mean those services conducted within the Property involving or relating to the direct medical diagnosis, care and treatment of patients which serve UCF's academic health sciences center mission, enabling integration of the educational, research and clinical activities of UCF and any UCF DSO. As such, (i) tenants, subtenants or other occupants of the Property performing Clinical Services shall be limited to clinical organizations and medical physician practices that participate in one or more of the research and educational activities included in the Permissible Uses or support the diagnosis, care and treatment of patients involved in such research and educational activities, (ii) all Clinical Services shall be in support of any Permissible Uses described in subparts (a) through (d) above, and shall be provided by UCF, a UCF DSO, or a UCF Affiliate (as defined herein), (iii) all Clinical Services shall be related to (x) cancer research, education and diagnosis, and supportive care of these patients (y) general and specialized care and treatment of patients with cancer or cancer-related conditions, or (z) other primary areas of research conducted at the Property, and (iv) at least fifty percent (50%) of the medical practitioners (and no less than 1/3 of the doctors) will be connected to UCF's academic health sciences center mission, such as through employed, affiliate or volunteer faculty appointment; cancer research, education and diagnosis and supportive care of these patients; or general and specialized care and treatment of patients with cancer or cancer-related conditions, enabling integration of the educational, research and clinical activities of UCF and any UCF DSO.

As used herein, the term “**UCF Affiliate**” includes an entity, organization, or practice that (a) has a shared ownership or governance arrangement with UCF or a UCF DSO, or (b) has an affiliation agreement with UCF or a UCF DSO that involves participation in the UCF academic health sciences mission of education, research, and clinical activities. For clarification, UCF Affiliates may include medical practices with a non-financial UCF affiliation including medical practitioners who hold affiliate or volunteer UCF faculty appointments, care for patients on clinical research protocols, provide care and treatment of patients with cancer or cancer-related conditions, educate students or residents, or otherwise advance research conducted at the Property.

By way of example, and not limitation, Clinical Services **may** include: imaging and other diagnostic testing, radiological and laboratory services, proton therapy services, chemotherapy services, and clinical practices or auxiliary services supporting the diagnostic, care, treatment and related needs of patients of health care organizations and medical physician practices providing Clinical Services on the Property.

Additionally, in no event shall the Permissible Use include:

1. Medical office building where medical offices are leased to, or occupied by, medical physician practices that (a) are not participating in one of the Permissible Uses through a formal written agreement for a bona fide structured partnership, joint effort or affiliation between UCF or a UCF DSO supporting or facilitating UCF’s academic health sciences center mission, and (b) are not so engaged solely in a real estate relationship such as a landlord-tenant or buyer-seller type of relationship;
2. Residential uses (including, without limitation, multi-family housing, single-family housing, senior housing and assisted living housing);
3. Temporary housing or lodging of any kind (including, without limitation, drug rehabilitation or “halfway” house);
4. No noxious activity shall be carried on or upon any portion of the Property, nor shall anything be done thereon which may be or may become a nuisance to others, or which adversely affects the health, safety or welfare of others including any users of the Property;
5. Any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness, or which is in excess of the permissible decibel levels promulgated by the City of Orlando Code of Ordinances;
6. Any franchised or branded food, retail or non-medical commercial services operation which are marketed and available to the general public. By way of example, and not limitation, the Grantee or its tenants, subtenants or occupants performing Clinical Services may provide non-branded food, retail or commercial services marketed exclusively for the patients of health care organizations or medical physician practices providing Clinical Services on the Property included in the Permissible Uses.

Beginning as of the date which is twenty-five (25) years following Grantee's first principal payment under that certain Mortgage recorded of even date herewith against the Property in the Public Records of Orange County, Florida, the Permissible Uses shall also include any research, educational, or clinical service that is undertaken by UCF or a UCF DSO, or a UCF Affiliate. In the event Grantee desires to lease space to a non-UCF Affiliate or to perform any research, educational, clinical service or community use that is not within the Permissible Uses as defined herein, Grantee shall obtain LNLC's prior written consent, in each instance and in LNLC's sole and absolute discretion, which consent shall be recorded against the Property in the Public Records of Orange County, Florida.

EXHIBIT "C"

Re-Conveyance Agreement

In the event GRANTEE or any Permitted Transferee (as defined herein) enters into any transaction for the sale or transfer of the Property within forty (40) years after the Effective Date this Deed and the price of the transaction exceeds Fifty Million and 00/100 Dollars (\$50,000,000.00), GRANTEE or the Permitted Transferee, whichever is applicable, shall pay GRANTOR one half (1/2) of the purchase price above Fifty Million and 00/100 Dollars (\$50,000,000.00), which sum shall be absolutely net of any prorations, adjustments, credits or closing costs and shall be due upon the closing of such transaction.

## EXHIBIT "D"

### Right of First Refusal

GRANTOR (on behalf of itself and the Funding Parties) retains and enjoys an exclusive, non-cancellable right of first refusal to purchase the Property (the "**ROFR**"). If, at any time during GRANTEE's and, if applicable, the Permitted Transferee's ownership of the Property, GRANTEE or the Permitted Transferee, whichever is applicable, receives a bona fide offer to purchase the Property or any portion thereof from a third party, which offer GRANTEE or the Permitted Transferee, whichever is applicable, has determined it is willing to accept, then prior to any acceptance of the same, GRANTEE or the Permitted Transferee, whichever is applicable, shall deliver to GRANTOR a complete and accurate copy of the offer together with GRANTEE's or the Permitted Transferee's, whichever is applicable, notice of its intention to accept the same (the "**Offer Notice**"). The Offer Notice shall contain all economic terms, critical dates, closing conditions and the offeree's intended use. GRANTOR shall have ninety (90) calendar days after receipt of the Offer Notice to notify GRANTEE or the Permitted Transferee, whichever is applicable, in writing of its intent to exercise the ROFR upon the same terms set forth in the Offer Notice except that GRANTOR shall not be bound by the Use Restriction, Re-Conveyance Agreement or ROFR upon the closing of the ROFR (the "**Acceptance/Rejection Notice**"). If GRANTOR does not timely provide an Acceptance/Rejection Notice, or if GRANTOR delivers an Acceptance/Rejection Notice rejecting the offer made in the Offer Notice, GRANTEE or the Permitted Transferee, whichever is applicable, may proceed to sell or transfer the Property to the third party that made the offer, strictly upon the same terms set forth in the Offer Notice, and upon the closing of such sale this ROFR shall automatically terminate. If GRANTEE or the Permitted Transferee, which is applicable, desires to modify any term(s) set forth in the Offer Notice after GRANTOR has rejected (or has been deemed to have to rejected) the ROFR, then GRANTEE or the Permitted Transferee, which is applicable, shall deliver to GRANTOR a new Offer Notice meeting the requirements, and subject to the procedures, established hereunder. If GRANTOR timely accepts the terms of the Offer Notice, the parties shall proceed under a contract formed pursuant to the terms of the Offer Notice and GRANTEE or the Permitted Transferee, whichever is applicable, shall convey the Property to GRANTOR.

As used herein, the term "**Permitted Transferee**" shall mean any of the following parties which are the recipient of a Permitted Transfer (as defined herein): (a) University of Central Florida ("**UCF**"), (b) any "university direct support organization", as defined in Section 1004.28, Florida Statutes, of UCF, and (c) any UCF Affiliate (as defined herein). As used herein, "**UCF Affiliate**" is (i) any entity which directly controls, is controlled by, or is under common control with UCF, where "control" means ownership of fifty-one percent (51%) or greater of the equity of such entity, and (ii) any entity that UCF has the ability to control vis-à-vis appointing the majority members of the governing board of such entity.

Notwithstanding anything contained herein to the contrary, upon at least thirty (30) days' advance written notice to GRANTOR, GRANTEE (and thereafter any Permitted Transferee) shall have the right to transfer the Property to a Permitted Transferee (each, a "**Permitted Transfer**") whereupon GRANTOR agrees to grant a waiver for such Permitted Transfer, subject to

GRANTOR's right to enforce, and such Permitted Transferee's obligation to comply with, the ROFR. The term of the ROFR shall continue for so long as GRANTEE or any Permitted Transferee owns fee simple title to all or any portion of the Property.

## EXHIBIT K

### UCF Lake Nona Cancer Center Member Association

The UCF Lake Nona Cancer Center (UCF LNCC) includes affiliates of UCF College of Medicine who share a mutual commitment to develop a comprehensive cancer research and treatment center that will become a destination for academic and clinical excellence and innovation in cancer care and research. The UCF LNCC has the following mission and vision.

#### UCF Lake Nona Cancer Center Mission and Vision

**Above all else, we are committed to the care and improvement of human life.**

**We provide personalized integrated cancer care enriched by education and groundbreaking research, transforming health in our community and around the world.**

#### UCF Lake Nona Cancer Center Member Association

UCF College of Medicine and its affiliates participating in the UCF LNCC have established the UCF Lake Nona Cancer Center Member Association. Membership in this association entails acceptance of shared values and principles and other agreed-upon rules and procedures. The UCF LNCC Member Association will include a leadership council that helps develop rules and processes for implementing the following values and principles.

1. Academic mission. Every Member must agree to the UCF LNCC Mission and Vision statement and embrace the three academic missions of patient care, research and education. All Members agree to participate in all three missions.
2. Education. All Members agree to be affiliated with UCF to engage learners. Learners may include medical students, residents, nursing students and other health professions students relevant to the activities performed by the Members.

Example: The education commitment primarily represents experiential learning where a student might spend part of the day shadowing one of the employees of the affiliated entity in their work. Members may collaborate on additional other educational initiatives.

3. Research. All Members agree to participate in research as is appropriate for their operation and to collaborate with UCF and UCF Affiliates on basic and clinical research projects. This may involve participating in clinical trials, supporting basic research proposals, and/or serving as mentors in student research projects.

Example: A Member must be willing to allow employees to share their content expertise with faculty and students who are engaged in scholarly work.

4. Clinical. All Members agree to be part of a coordinated clinical partnership. All Members agree to employ the best evidence-based clinical care for their patients and to establish for each individual patient pathways for care that are optimal, regardless of referral source or reimbursement. Members will work together on development, implementation and integration of tumor site-specific programs. Members of the UCF LNCC providing clinical care and other supportive patient services agree to coordinate care and services across all affiliated Members in the best interest of patients and in a manner that is seamless for patients and their families. This includes participation in a patient navigation system, and collaborating in other systems and technologies to enable patient-centered, integrated care needed to address the complex needs of our patients. Clinical care and associated systems will work in concert with the educational and research missions.
  
5. **Conflict. In the event of any inconsistency between this Exhibit (or any other terms and conditions of the membership contemplated herein) and Section 4.16 of the Lease, Section 4.16 of the Lease shall control.**



**EXHIBIT L**  
**SUBLEASE AGREEMENT**

**SUBLEASE AGREEMENT**  
Between  
UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES  
And  
UCF ACADEMIC HEALTH, INC.

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## SUBLEASE AGREEMENT

This Sublease Agreement ("Sublease") is effective as of the first day of December 2018, between the UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES ("Landlord" or "University"), and UCF Academic Health, Inc., a direct support organization of University ("Tenant")

**WHEREAS**, effective Aug. 27, 2018 UCF Real Estate Foundation, LLC (Owner) entered into a lease Agreement ("Master Lease") with University pursuant to which University leased a 173,476 square foot building (Building) and associated twelve acres of land (Property) for a term of thirty years, for the purposes of operating a Cancer Research and Treatment Facility. A copy of the Master Lease, which includes a complete description of the Building and Property, is attached as Exhibit A; and

**WHEREAS**, the Tenant desires to sublease from Landlord a portion of the Building (Premises) for purposes of sub-subleasing the Premises to private tenants who will conduct clinical care and research activities within the Premises, consistent with the operation of a cancer treatment and research facility. A diagram of the Premises is attached as Exhibit B; and

**WHEREAS**, Landlord has consented to Tenant sub-subleasing the Premises subject to the terms and conditions provided herein and the Permitted Uses described in the Master Lease.

**NOW THEREFORE**, based on the foregoing, the parties agree as follows:

### **ARTICLE 1** **DEMISED PROPERTY**

1.1 Description of Premises. The Premises consist of approximately 80,000 square feet of the Building as more particularly described in Exhibit B.

1.2 Permitted Use of the Premises. Tenant shall insure that the Premises shall only be used by its subtenants for "Permitted Uses" as that terms is defined in the Master Lease. In addition, Tenant shall not do or permit any act or thing which is contrary to any laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of any governmental or quasi-governmental department, commission, board, court, authority, agency, official, officer or other party, foreseen unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Building or Property or any part thereof, or any of the adjoining streets, sidewalks or ways, or any use or condition of the Building or Property or any part which would impair the value of the Building or Property or any part thereof, or which constitutes a public or private nuisance.

**ARTICLE 2**  
**TERM**

2.1 Commencement of Sublease Term. The Sublease shall commence on December 1, 2018 for a term of thirty (30) years (Sublease Term). Notwithstanding the foregoing Landlord and Tenant may extend the Lease for additional terms at any time upon mutual agreement.

**ARTICLE 3**  
**RENT**

3.1 Base Rent. Tenant covenants and agrees to pay to Landlord, at its principal place of business or at such place as Landlord may from time to time designate, as "Base Rent" for the Property, and in lawful money of the United States, during the Sublease Term, the amount received as rent by Tenant from its subtenants for their use of their portion of the Premises, provided that the amount of Base Rent due annually shall not exceed the amount of Base Rent due in that year by Landlord and Owner under the Master Lease. In any event, once Tenant has paid Landlord a total of Fifty Million and 00/100 Dollars (\$50,000,000) in Base Rent, Tenant shall have no further Base Rent obligation in the initial or any renewal terms.

3.2 Base Rent Commencement Date. Tenant shall begin paying Landlord Base Rent beginning on the first day of the calendar month following the earlier to occur of (i) the date that is five (5) days after Tenant begins receiving rent payments from its two (2) anchor subtenants (initially intended to be Sarah Cannon Research Institute and provision Healthcare); or (ii) the date which is the earlier to occur of (A) two (2) years after the date UCF takes occupancy of the premises or (B) December 1, 2020.

3.3 Installments. Base Rent shall be paid in quarterly installments on the first day of the month of each quarter.

3.4 Additional Rent. In addition to Base Rent as described in paragraph 3.1 above, Tenant will pay Landlord additional rent equal to any sums received by Tenant from its subtenants for operating and maintenance expenses, including any common area maintenance charges, utility assessments or other similar charges. Additional Rent shall be due to Landlord within 10 days following receipt by Tenant.

3.5 Net Lease. This Sublease is a net lease and Tenant shall pay the rent herein reserved to Landlord without deduction, counterclaim, set-off, abatement, further notice or demand as and when the same shall become due as herein provided, and the rents and other amounts payable by the Tenant hereunder shall continue to be payable without abatement or reduction unless the obligation of Tenant to pay the same shall be terminated, abated or reduced pursuant to the express terms of this Sublease.

3.6 Default in Money Payments. If Tenant fails to pay as and when due the proper amount of Base or Additional Rent, or any other amounts due to Landlord under this Sublease, then, in addition to any other remedies available to Landlord under this Sublease, Landlord may

require Tenant to pay to Landlord a late charge equal to \$100.00 for each day any such amount is overdue in order to defray Landlord's expenses of administering and handling such late payment (not to exceed \$700 in the aggregate). All rental amounts shall be due and payable on demand and shall bear interest from the date of default until paid by Tenant at eight percent per annum (Default Rate).

#### **ARTICLE 4** **INSURANCE**

4.1 **Subtenant Insurance.** Tenant shall require all of its subtenants to carry the following insurance during their occupancy of the Premises.

4.1.1 **Worker's Compensation and Employer's Liability Insurance:** Worker's Compensation insured shall be obtained in accordance with Chapter 440 Florida Statutes with the prescribed limits of liability for all employees of the subtenant.

4.1.2 **Public Liability Insurance:** Broad form comprehensive general liability insurance including Property-operations, products, completed operations and contractual liability. Limits of coverage shall be at least \$2,000,000.00 combined single limits for bodily injury and property damage liability, and \$5,000,000 excess umbrella coverage. Landlord shall be named as an "Additional Insured."

4.1.3 **Property Insurance.** Insurance covering the loss of Tenant's personal property, equipment and fixtures.

The above policies of insurance must be with insurance companies authorized to do business in the State of Florida.

#### **ARTICLE 5** **UTILITIES**

5.1 **Utility Charges.** Landlord shall pay for all utility charges including electricity, water, gas and sewage for the Premises

#### **ARTICLE 6** **ALTERATIONS OR IMPROVEMENTS**

Subject to its compliance with the requirements of this Article 6, Tenant shall have the right during the continuance of this Sublease to make such interior alterations or improvements to the Premises, and to allow its subtenants to do same, as may be proper and necessary for the conduct of business and for the full beneficial use of the Premises provided Tenant or subtenants shall pay all costs, expenses and charges thereof, shall maintain such alterations and improvements in accordance with applicable laws and building codes and that all work be performed in a workmanlike manner. Tenant shall fully and completely indemnify Landlord against any third party claims in connection with the making of such alterations and improvements. Tenant shall not make, nor permit to be made, any alterations, additions or improvements of a structural nature

to the exterior of the Property, without prior written approval of the Landlord, not to be unreasonably withheld. Tenant shall promptly repair any damage to the Premises caused by any alterations, additions or improvements of the Premises by Tenant or subtenants.

**ARTICLE 7**  
**REMOVAL OF IMPROVEMENTS**

Except as otherwise hereinafter provided, all trade fixtures, furniture, furnishings, equipment and signs installed in or to the Premises by Tenant or subtenants and paid for by it shall remain the property of Tenant or subtenant and may be removed by them upon the expiration of the term of this Sublease or its earlier termination, provided (a) that such items which are affixed to the Premises and require severance may be removed only if Tenant or subtenant shall repair any damage caused by such removal, and (b) that Tenant shall have fully performed all the covenants and agreements to be performed by it under the provisions of this Sublease. If the Tenant fails to remove such items from the Premises prior to the date of termination of this Sublease or earlier termination thereof, all such trade fixtures, furniture, furnishings and signs shall become the property of Landlord, unless Landlord elects to require the removal in which case Tenant shall promptly remove the same and restore the Premises to its prior condition. All lighting fixtures, heating and cooling equipment and all other affixed installations and construction to be furnished or performed by Tenant, except for the items specifically described in the first sentence of this section, shall be and remain the property of Landlord on the ending of the Sublease Term and shall not be removed from the Premises

**ARTICLE 8**  
**ACCESS TO PROPERTY**

Landlord may have free access to all public areas of the Property at all reasonable times, and to all private areas upon reasonable notice and coordination with Tenant, for the purpose of inspecting the same for compliance with this Sublease. Any such action by Landlord shall cause as little inconvenience as reasonably practical. Such action shall not be deemed an eviction or disturbance to Tenant nor shall Tenant be allowed any abatement of rent or damages for any injury or inconvenience occasioned thereby.

**ARTICLE 9**  
**MAINTENANCE /REPAIRS BY LANDLORD**

Landlord shall be solely responsible to keep and maintain the foundations, roof and structural portions of the walls as well as interior of the Property in good condition and repair. The provisions of this section do not apply in the case of damage or destruction by fire or other casualty or by eminent domain.

**ARTICLE 10**  
**DEFAULT**

10.1 Default by Tenant. This Sublease is made upon the condition that the Tenant shall punctually and faithfully perform all of the covenants and agreements to be performed by it as herein set forth. If any of the following events shall occur Tenant shall be deemed in default of this Sublease:



10.1.1 Failure by Tenant to pay any installment of Base Rent or Additional Rent or any other sums required to be paid by Tenant after the same is due, and said default shall continue uncured for a period of ten (10) days after written notice thereof from Landlord to Tenant; or

10.1.2 Default by Tenant in the observance or performance of any of the other covenants, agreements or conditions of this Sublease on the part of Tenant to be kept and performed, and said default shall continue uncured for a period of thirty (30) days after written notice thereof from Landlord to Tenant; or

10.1.3 Filing by Tenant of a petition in bankruptcy or be adjudicated bankrupt or the filing of any petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or a similar relief for itself under any present or future federal, state or other statute, law or regulation, or make an assignment for the benefit of creditors; or

10.1.4 The appointment of a trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Property, or any action, suit or proceeding is instituted by or against Tenant in such preceding which action is not dismissed within ninety (90) days after such appointment; or

10.1.5 The leasehold estate hereby created is taken by execution or other process of law; or

10.1.6 The Tenant shall attempt to mortgage the Property or assign any interest in this Sublease, other than as provided in Article 18, without the prior written consent of Landlord;

10.2 Notice/Remedies. In the event of default by Tenant under this Sublease, Landlord shall provide Tenant with written notice of such default and Tenant shall have ten (10) days, or thirty (30) days, as provided above, from receipt of such notice to cure said default; provided however that if the default is not reasonably capable of being cured with commercially reasonable efforts within thirty (30) days, Tenant shall have such longer time to cure such default as may be reasonably necessary, not to exceed one hundred eighty (180) days ("Cure Period"). If Tenant fails to cure the default within the Cure Period, all rights and privileges of Tenant and all duties and obligations of Landlord hereunder shall terminate and Landlord shall assume all rights of tenant in any subleases executed by Tenant for the Premises.

No failure by Landlord to insist upon the strict performance of any provision of this Sublease or to exercise any right, power or remedy consequent to any breach thereof, and no waiver of any such breach or of any such provision, shall affect or alter this Sublease, which shall continue in full force and effect, or the rights of any party hereto with respect to any other then existing or subsequent breach.

In case of default on the part of Tenant to pay any money, or do any act to satisfy any of the obligations or covenants which it is required to pay, do, or satisfy under the provisions of this Sublease, Landlord may, at its option, after notice to Tenant, pay any or all such sums, or do any or all such acts which require the payment of money, or incur any expense whatsoever to remedy the failure of Tenant to perform any one or more of the covenants herein contained.

10.3 Default by Landlord. In the event the Landlord breaches any provision contained herein or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by the Landlord under the terms and provisions of this Sublease, then in that event Tenant shall send a default notice to Landlord demanding performance of the unfulfilled obligation or default and Landlord shall have the Cure Period (being the same period from delivery of notice of default as set forth in Section 11.1.2 of this Sublease) to cure the default outlined in the default notice. In the event Landlord fails to cure such non-performance or breach within the Cure Period, Tenant, in Tenant's sole discretion, shall be entitled to exercise any and all rights and remedies available to Tenant at law and in equity. Notwithstanding the foregoing, in the event such default shall constitute an emergency condition, Tenant, acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances, or if necessary, without advance notice, so long as notice is given as soon as possible thereafter. In such event Tenant elects this option Landlord shall reimburse the Tenant for its reasonable costs of the foregoing ("Cure Costs") within thirty (30) calendar days following delivery to Landlord of a demand for such reimbursement, which demand shall include reasonable documentation of such costs. The right to cure the default of Landlord shall not be deemed to (i) impose any obligation, liability or responsibility on the Tenant to do so; (ii) render Tenant liable to Landlord or any third party for an election not to do so; or (iii) relieve Landlord from any performance obligation hereunder.

10.4 Cumulative Remedies. All rights and remedies herein enumerated shall be cumulative and none shall exclude any other remedies allowed at law or in equity.

#### **ARTICLE 11** **SUBROGATION**

Landlord shall not be liable for any insurable damage to fixtures, merchandise or property of Tenant that is insurable and required to be insured by Tenant under the Sublease, regardless of cause, and Tenant hereby releases Landlord from the same.

#### **ARTICLE 12** **ACCORD AND SATISFACTION**

No payment by Tenant or receipt by Landlord of a lesser amount than the rental herein stipulated shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided for in this Sublease or available at law or in equity.

#### **ARTICLE 13** **NO LIENS**

Tenant shall not directly or indirectly create or permit to be created or remain, and will discharge any lien, encumbrance, or charge on, pledge of, or conditional sale or other title retention agreement with respect to the Property or any part thereof or the rent or any other sum payable under this Sublease.

**ARTICLE 14**  
**WAIVER**

No waiver of any condition or legal right shall be implied by the failure of Landlord or Tenant to declare a default or forfeiture, or for any other reason and no waiver of any condition or covenant shall be valid unless it be in writing signed by the party granting such waiver. The mention in this Sublease of any specific right or remedy shall not preclude Landlord or Tenant from exercising any other right or from having any other remedy or from maintaining any action to which it may be otherwise entitled either at law or in equity; and for the purpose of any suit brought or based on this Sublease, this Sublease shall be construed to be a divisible contract, to the end that successive actions may be maintained as successive periodic sums shall mature under this Sublease and it is further agreed that failure to include in any suit or action any sums or sums then matured shall not be a bar to the maintenance of any suit or action for the recovering of said sum or sums so omitted.

**ARTICLE 15**  
**SURRENDER AND HOLDING OVER**

Tenant shall deliver up and surrender to Landlord possession of the Premises and upon the expiration of the Sublease, or its termination in any way, in as good condition and repair as the same shall be on the commencement of said Sublease Term (reasonable wear and tear and damage by fire and other perils excepted), and shall deliver the keys to Landlord or Landlord's agent. Should Tenant or any party claiming under Tenant remain in possession of the Property, or any part thereof, after any termination of this Sublease, no tenancy or interest in the Premises shall result therefrom but such holding over shall be an unlawful detainer and all such parties shall be subject to immediate eviction and removal, and Tenant shall, upon demand, pay to Landlord, as liquidated damages, a sum equal to double the Base Rent as specified herein, prorated on a daily basis, for any period during which Tenant shall hold the Property after the stipulated Sublease Term may have terminated.

**ARTICLE 16**  
**CONDEMNATION**

16.1 Condemnation Compensation Generally. In the event that the Property, or any part thereof, shall be taken in condemnation proceedings or by exercise of any right of eminent domain or similar right, or by agreement between Owner, Landlord, Tenant and those authorized to exercise such right (any such matters being hereinafter referred to as a "taking"), Owner, Landlord, Tenant and any person or entity having an interest in the award or awards shall have the right to participate and recover compensation in any such condemnation proceedings or agreement for the purpose of protecting their interests in the Property. Each party so participating shall pay its own expenses therein.

**ARTICLE 17**  
**EXCEPTIONS TO DEMISE**

Notwithstanding anything to the contrary herein contained, this Sublease is subject to all easements and utility easements and other restrictions, encumbrances and agreements affecting the Property, both recorded and unrecorded.

**ARTICLE 18**  
**QUIET ENJOYMENT**

18.1 Quiet Enjoyment. Landlord hereby covenants and agrees that if Tenant shall perform all the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the continuance hereof have the peaceable and quiet enjoyment and possession of the Property without any manner of let or hindrance from Landlord or any person or persons lawfully claiming the Property.

**ARTICLE 19**  
**NOTICES**

Any notice or consent required to be given by or on behalf of either party to the other shall be in writing and shall be given by mailing such notice or consent by registered or certified mail, return receipt requested, addressed to the Landlord at the address specified below, and to the Tenant at the address specified below, or the Hotel/Conference Center, or at such other address as may be specified from time to time in writing sent to the other party by registered or certified mail.

If to Landlord:

University of Central Florida  
Attention: Misty Shepherd  
Interim Vice President for Administration and  
Finance 4365 Andromeda Loop North  
Suite 384  
Orlando FL 32816  
Email: misty.shepherd@ucf.edu

If to Tenant:

UCF Academic Health, Inc.  
Attention: Deborah C. German, MD  
Chair  
6850 Lake Nona Blvd  
Orlando, FL 32827-7408

**ARTICLE 20**  
**INTERPRETATION**

Wherever either the word "Landlord" or "Tenant" is used in this Sublease, it shall be considered as meaning the parties respectively, wherever the context permits or requires, and when the singular and/or neuter pronouns are used herein, the same shall be construed as including all persons and corporations designated respectively as Landlord or Tenant in the heading of this instrument wherever the context requires.

**ARTICLE 21**  
**PARAGRAPH HEADINGS**

The paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Sublease nor in any way affect this Sublease.

**ARTICLE 22**  
**ENTIRE AGREEMENT**

This Sublease and the Exhibits attached hereto, and any Rider attached hereto and forming a part hereof, set forth all covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Property and there are no covenants, promises, agreements, conditions or understanding, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Sublease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them. Tenant agrees that Landlord and its agents have made no representations or promises with respect to the Building and Property except as herein expressly set forth.

**ARTICLE 23**  
**SEVERABILITY OF PROVISIONS**

In the event any section, subsection, paragraph, subparagraph, sentence, clause or phrase of this Sublease shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the other sections, subsection, paragraphs, subparagraphs, sentences, clauses or phrases of this Sublease, which shall be and remaining full force and effect, as if the section, subsection, paragraph, subparagraph, sentence, clause or phrase so declared or adjudged invalid or unconstitutional was not originally a part thereof. The parties hereby declare that it would have been their intention to have agreed upon the remaining parts of this Sublease if it had known that such part or parts thereof would be declared or adjudged invalid or unconstitutional.

**ARTICLE 24**  
**ATTORNEYS' FEES**

If any rent owing under this Sublease is not paid when due, and is thereafter collected by or through an attorney at law, Tenant agrees to pay a reasonable attorneys' fee and other expenses incurred by Landlord.

**ARTICLE 25**  
**WAIVER OF JURY TRIAL**

Neither Landlord nor Tenant shall seek a jury trial in any lawsuit, proceeding, counter-claim, or any other litigation based upon, or arising out of this Sublease, any related instrument, any collateral or the dealings or the relationship between or among the parties, or any of them. No party will seek to consolidate any such action in which a jury has been waived, with any other action in which a jury trial cannot or has not been waived. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT

THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

**ARTICLE 26**  
**GOVERNING LAW**

This Sublease shall be governed by Florida law. Venue for any litigation arising hereunder shall lie exclusively in the appropriate court located in Orange County, Florida.

**ARTICLE 27**  
**RADON GAS**

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, Landlord and Tenant have hereunto set their hands and seals as of the day and year first written above.

UNIVERSITY OF CENTRAL FLORIDA  
BOARD OF TRUSTEES

Witnesses (two are required):

Kaitlyn Janosik

Printed name: KAITLYN JANOSIK

Lindsey LaChiana

Printed name: Lindsey LaChiana

By: A. Dale Whittaker  
A. Dale Whittaker, PhD  
President

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of November, 2018, by A. Dale Whittaker, as President, of University of Central Florida who is/are personally known to me or who has produced \_\_\_\_\_ as identification.

Janet D. Owen  
Notary Public - State of Florida  
Janet D. Owen

Print/Type Notary Name  
Commission Number:  
Commission Expires:



IN WITNESS WHEREOF, Landlord and Tenant have hereunto set their hands and seals as of the day and year first written above.

Witnesses (two are required):

Karen Smith

Printed name: Karen Smith

Melanie Meisner

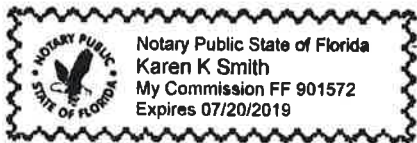
Printed name: Melanie Meisner

UCF ACADEMIC HEALTH, INC.

By: Deborah C German  
Deborah C. German, MD  
Chair

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of November, 2018, by Dr. Deborah German, as Chair, of UCF Academic Health, Inc, who is/are personally known to me or who has produced \_\_\_\_\_ as identification.



Karen Smith  
Notary Public, State of Florida

Karen Smith  
Print/Type Notary Name

Commission Number: 901572  
Commission Expires: 7/20/2019



# **Exhibit A**

## **MASTER LEASE**

**BY AND BETWEEN**

**UNIVERSITY OF CENTRAL FLORIDA REAL ESTATE FOUNDATION, LLC**  
a Florida limited liability company

**("Landlord")**

**and**

**UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES**  
**("Tenant")**

**For**

**UCF Lake Nona Cancer Center**  
**Leased Premises**

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**MASTER LEASE**  
UCF Lake Nona Cancer Center  
6400 Sanger Road, Orlando, Florida 32827  
Orlando, Florida

**THIS MASTER LEASE** (this "Lease") is made as of this 27th day of August, 2018 (the "Effective Date"), by and between **UCF REAL ESTATE FOUNDATION, L.L.C.**, a Florida limited liability company, ("Landlord"), and **UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES** ("Tenant").

**WHEREAS**, Landlord purchased the Premises (as defined below) for the use of Tenant development of an academic health sciences campus; and

**WHEREAS**, the Premises is part of a master planned community and is subject to several restrictions as set forth by the City of Orlando ("City") and Lake Nona Land Company, LLC ("Master Developer") in various documents; and

**WHEREAS**, as inducement to purchase the Premises, the City, Orange County, Florida (the "County") and Master Developer (together, hereinafter known as the Funding Parties"), also simultaneously held a Promissory Note and Mortgage ("Loan Documents") for Landlord's purchase of the Premises, which contains certain additional restrictions, rights or obligations; and

**NOW THEREFORE**, the parties are entering into this Lease to outline the terms and conditions of Tenant's use of the Premises.

1. **Leased Premises.** Landlord leases to Tenant and Tenant hereby leases from Landlord, in accordance with the provisions of this Lease, the land, together with the building and improvements thereon, located at 6400 Sanger Road, Orlando, Florida more particularly described in Exhibit A attached to and made part of this Lease; the land, building and improvements being referred to in this Lease as the "Premises."

2. **Term.** The term of this Lease shall be for at least thirty (30) years following the Fixed Annual Rent Commencement Date; however, this Lease shall commence as of the Effective Date. Notwithstanding the foregoing and provided Tenant is not in default, Tenant may elect three (3) ten (10) year extensions to the term by providing prior written notice to Landlord within ninety (90) days prior to the expiration of the Lease Term.

3. **Tenant's Use of the Premises.** Tenant may use and occupy the Premises for any lawful or permitted use, pursuant to those use restrictions set forth in that certain County Deed from Orange County, Florida, a charter county and political subdivision of the state of Florida and Landlord, as more particularly set forth in the attached Exhibit B, or those use restrictions that are imposed, or may be imposed from time to time, by Master Developer.

4. **Fixed Annual Rent.**

a. **Fixed Annual Rent Commencement Date.** Tenant shall begin paying Landlord Fixed Annual Rent beginning on the first day of the calendar month following the earlier to occur of (i) the date that is five (5) days after Tenant begins receiving rent payments from two (2) anchor subtenants (initially intended to be Sarah Cannon Research Institute and provision Healthcare); or (ii) the date which is the earlier to occur of (A) two (2) years after the date that UCF takes occupancy of the Premises; (B) November 30, 2020.

b. **Fixed Annual Rent.**

i. Commencing on the Fixed Annual Rent Commencement Date and continuing each quarterly period thereafter for a period of twenty (20) years, Tenant shall pay Landlord quarterly in the sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00). The annual sum of such Fixed Annual Rent shall be Two Million and 00/100 Dollars (\$2,000,000.00).

ii. Commencing on the twentieth (20<sup>th</sup>) anniversary of the Fixed Annual Rent Commencement Date and continuing each quarterly period thereafter for a period of ten (10) years, Tenant shall pay to Landlord the sum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) as of the first day of the first month of each quarterly period. The annual sum of such Fixed Annual Rent shall be One Million and 00/100 Dollars (\$1,000,000.00).

iii. Tenant's cumulative Fixed Annual Rent for the Lease Term is Fifty Million and 00/100 Dollars (\$50,000,000) which represents the amount owed by Landlord pursuant to the Loan Documents. Tenant may elect to pre-pay the Fixed Annual Rent, at which point Tenant's Fixed Annual Rent obligation shall be completed and only Additional Rent shall be due for the remainder of the Lease Term. In any event, once Tenant has paid Landlord Fifty Million and 00/100 Dollars (\$50,000,000) in Fixed Annual Rent, the only rent obligation of Tenant shall be Additional Rent, as set forth below.

iv. All amounts payable under this Paragraph 4, as well as other amounts payable by Landlord to Tenant under this Lease shall be paid in lawful money of the United States of America, which shall be legal tender in the payment of all debts or dues, public or private at the time of payment. All payments shall be made at the Landlord's office, 12424 Research Parkway, Suite 250 Orlando, Florida or at such other place as Landlord may from time to time designate by written notice to Tenant.

5. **Additional Rent to be Paid by Tenant.**

a. **Additional Rent Commencement Date.** Tenant acknowledges and agrees that the Fixed Annual Rent set forth herein has been established on the assumption that Landlord will not be obligated to pay any expenses or incur any liabilities of any kind relating to, or in connection with, the Premises during the Lease Term. Therefore, commencing on the Effective Date, Tenant shall pay to Landlord, or Tenant may pay directly upon Landlord's approval, certain sums as they become due

and payable, associated with the ownership of the Premises ("Additional Rent"). Additional Rent shall include but is not limited to the following:

b. **Additional Rent Based upon Real Estate Taxes.** As Additional Rent, Tenant shall pay Landlord the annual real estate taxes and assessments assessed and levied against the Premises, if any, within forty-five (45) days of Landlord providing written notice of the annual real estate taxes and assessments from the property appraiser. Tenant shall have the right to contest the amount or validity of any real estate tax or assessment assessed and levied against the Premises, or to seek a reduction in the valuation of the building on the Premises assessed for real estate tax purposes, by appropriate proceedings diligently conducted in good faith (the "Tax Appeal"), but only after payment of such taxes and assessments. Unless required by law, Landlord shall not be required to join in any Tax Appeal. If required by law, Landlord shall, upon written request of Tenant, join in the Tax Appeal or permit the Tax Appeal to be brought in Landlord's name, and Landlord shall reasonably cooperate with Tenant, at the cost and expense of Tenant. Tenant shall pay any increase that may result in real estate taxes or assessments as a consequence of the Tax Appeal, which payment obligations shall survive the expiration or earlier termination of this Lease.

c. **Additional Rent Based Upon Assessments for Public Improvements.** As Additional Rent, upon demand, Tenant shall pay Landlord all assessments for public improvements assessed and levied against the Premises. If any assessment for public improvements shall be payable in installments, Landlord shall pay such assessment in the maximum number of installments permitted by law, and Tenant's obligation to pay Additional Rent shall be limited to each installment or pro-rated share thereof due and payable during the Lease Term.

d. **Additional Rent Based upon the Landlord's Insurance.** As Additional Rent, upon thirty days written notice to Tenant, the Tenant shall pay the Landlord, the Landlord's Property Insurance premiums, which shall include commercial general liability insurance, together with any other coverage as Landlord deems appropriate or may be required under the Loan Documents from time to time.

e. **Additional Rent Based Upon Other Sums.** Tenant shall pay Landlord, as additional rent, all other sums of money on Tenant's part to be paid pursuant to the terms, covenants and conditions of this Lease.

f. **Additional Rent Based Upon Reimbursement to Landlord.** If Tenant shall fail to comply with or to perform any of the terms, conditions and covenants of this Lease, Landlord may (but with no obligation to do so) carry out and perform such terms, conditions and covenants, at the expense of Tenant, which expense shall be payable by Tenant, as additional rent, upon the demand of Landlord, together with five percent (5%) interest, which interest shall accrue from the date of Landlord's demand.

g. **Additional Rent Based Upon Late Payment.** If Tenant defaults, for more than five (5) days in the payment of any monthly installment of Fixed Annual Rent, Additional Rent or any of the sums required of Tenant under the Lease, or if Tenant, commencing on the sixth (6th) day, the outstanding rent shall incur a late charge of five percent (5%) of the rent or expense.

h. **Additional Rent Based Upon Rental Taxes.** If at any time during the term of this Lease a tax or charge shall be imposed by the State of Florida or the county or municipality in which the Premises is located, pursuant to any future law, which tax or charge shall be based upon the rent due or paid by Tenant to Landlord, then Tenant shall pay Landlord, as Additional Rent, such tax or charge.

6. **Condition, Repair, Replacement and Maintenance of the Premises.**

a. **Condition of the Premises.** Tenant acknowledges examining the Premises prior to the commencement of the Lease Term that Tenant is fully familiar with the condition of the Premises and that Tenant accepts the Premises "As-Is." Tenant enters into the Lease without any representations or warranties on the part of Landlord, express or implied, as to the condition of the Premises, including, but not limited to, the cost of operations and the condition of its fixtures, improvements and systems.

b. **Tenant's Obligations.**

i. **Tenant's Maintenance.** Tenant shall, at Tenant's own expense, maintain, keep in good condition, repair and make replacements, foreseen and unforeseen, ordinary and extraordinary, structural and non-structural, to the exterior of the building on the Premises (including, but not limited to, the roof, roof system, windows and doors) and interior of the building on the Premises (including, but not limited to, the plumbing system, the sprinkler system, if any, the heating system, the air conditioning system, if any, the electric system and any other system of the building on the Premises), and the driveways, parking areas, shrubbery and lawn, on the Premises, and at the expiration or other sooner termination of the Lease term, deliver them up in good order and condition and broom clean.

ii. **Damage Caused by Tenant.** Notwithstanding any contrary provisions set forth in this Lease, any damage to the Premises, including, but not limited to, the building or its systems, or the improvements, caused by Tenant or a "Tenant Representative" (as defined below), shall be promptly repaired or replaced to its former condition by Tenant, as required by Landlord, at Tenant's own expense. The term "Tenant Representative" shall mean any shareholder, officer, director, member, partner, employee, agent, licensee, assignee, sublessee or invitee of Tenant, or any third party other than Landlord.

iii. **Tenant to Keep Premises Clean.** In addition to the foregoing, and not in limitation of it, shall keep and maintain the Premises in a clean condition, free from debris, trash, and refuse.

7. **Tenant Insurance.**

a. **Tenant's Insurance.** The Tenant shall, at the Tenant's own cost and expense, throughout the term of this Lease, maintain, and keep in full force and effect, insurance coverage for all furniture, fixtures, machinery (including, without limitation, communication systems and computer systems), goods, supplies, product and other personal property of the Tenant or others (collectively "The Tenant's Property"), at or about the Premises. In addition, the Tenant shall

also, at the Tenant's own cost and expense, throughout the term of the Lease, maintain, and keep in full force and effect, commercial general liability insurance which shall include, without limitation, insurance for (i) contractual liability in connection with the Tenant's indemnity of the Landlord under this Lease, and (ii) liability, or claims of liability, for bodily injury, death or property damage, arising out of, occasioned by or resulting from any accident or other occurrence in or about the Premises, including, without limitation, any sidewalks, parking areas, driveways or other common areas of the Premises. The insurance shall provide for coverage of not less than \$5,000,000 for any single occurrence, shall name the Landlord as an additional insured, and shall have a deductible satisfactory to the Landlord.

b. **Cooperation.** In an effort to obtain the most competitive pricing on insurance, Tenant and Landlord will work in good faith to reasonably cooperate on obtaining insurance coverage from an insurer that is reasonably acceptable to both parties and in accordance with the terms of this Lease.

#### 8. **Triple Net Lease. Net Lease, and No Setoff.**

a. **Net Lease.** It is the intention of the parties that this Lease is a "triple net lease" and Landlord shall receive the fixed annual rent, additional rent and other sums required of Tenant under the Lease, undiminished from all costs, expenses and obligations of every kind relating to the Premises, which shall arise or become due during the Lease term, all of which shall be paid by Tenant.

b. **No Setoff.** Tenant shall pay Landlord all Fixed Annual Rent, Additional Rent and other sums required of Tenant under the Lease, without abatement, deduction or setoff, and irrespective of any claim Tenant may have against Landlord; and this covenant shall be deemed independent of any other terms, conditions or covenants of this Lease.

#### 9. **Compliance with Laws.**

a. **General Compliance with Laws.** Tenant shall, at Tenant's own expense, promptly comply with: (i) each and every federal, State of Florida, county and municipal statute, ordinance, code, rule, regulation, order, directive or requirement, currently or hereafter existing, including, but not limited to, the Americans with Disabilities Act of 1990 and all environmental laws, together with all amending and successor federal, State of Florida, county and municipal statutes, ordinances, codes, rules, regulations, orders, directives or requirements, and the common law, regardless of whether such laws are foreseen or unforeseen, ordinary or extraordinary, applicable to the Premises, Tenant, Tenant's use of or operations at the Premises, or all of them, (the "Requirements"); (ii) the requirements of any regulatory insurance body; or (iii) the requirements of any insurance carrier insuring the Premises; regardless of whether compliance (X) results from any condition, event or circumstance existing on or after the commencement of the Lease term; (Y) interferes with Tenant's use or enjoyment of the Premises; or (Z) requires structural or non-structural repairs or replacements. The failure to mention any specific statute, ordinance, rule, code, regulation, order, directive or requirement shall not be construed to mean that Tenant was not intended to comply with such statute, ordinance, rule, code, regulation, order, directive or requirement.

b. **Environmental Law.** shall mean any federal, state or local laws, regulations, statutes, ordinances or common law theories relating to the protection of the environment or to the protection of individuals from exposure to Hazardous Substances as the same may hereafter be amended, supplemented or otherwise modified from time to time, including but not limited to the following:

i. the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S. C. §§ 9601 et seq.;

ii. the Hazardous Materials Transportation Act, as amended, 40 8.8.C. §§ 1802 et seq.;

iii. the Resources Conservation and Recovery Act of 1976, 42 U .S.C. § § 6901 et seq.;

iv. the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. § § 2601 et seq.;

v. the Federal Water Pollution Control Act, 33 V.S.C. § § 1251 et seq.;

vi. the Clean Air Act, 42 V.S.C. § § 7401 et seq.;

vii. the Superfund Amendments and Reauthorization Act of 1986, Public Law 99-499, 100 Stat. 1613;

viii. the National Environmental Policy Act of 1969, 42 U.S.C. Section 4321;

ix. the Safe Drinking Water Act, 42 U.S.C. Sections 300F, et seq.;

x. all rules, regulations and orders promulgated in connection with any of the foregoing;

xi. Environmental Protection Agency rules, regulations and orders pertaining to asbestos and asbestos-containing material (including, without limitation, 40 C.F .R. Part 61, Subpart M);

xii. Occupational Safety and Health Administration rules, regulations and order pertaining to asbestos and asbestos-containing material (including, without limitation, 29 C.F.R. Sections 1910.1001 and 1926.58); and

xiii. any and all other federal, state and local laws, rules, regulations and orders relating to hazardous substances, now existing or hereafter promulgated.

c. **Survival.** This paragraph 9 shall survive the expiration or earlier termination of this



Lease.

10. **Alterations, Additions and Improvements.** Tenant shall be permitted to make any alterations, additions or improvements to the building and improvements on the Premises without the prior written consent of Landlord, provided the alterations, additions or improvements are in compliance with all legal requirements, including any covenants, conditions, restrictions on the Premises.

11. **Assignment and Subletting.** Tenant shall have the right to assign this Lease to a related entity or further sublet all or any part of the Premises, at Tenant's sole discretion. Tenant shall, however, give notice to Landlord of an assignment to an affiliate at least ten (10) days prior to the effective date of such assignment.

12. **Landlord's Right to Inspect and Repair.** Landlord or Landlord's agents, employees or representatives, shall have the right to enter into and upon all or any part of the Premises during the Lease term at all reasonable hours, for the purpose of: (a) examination; (b) determination whether Tenant is in compliance with its obligations under this Lease; or (c) making repairs, alterations, additions or improvements to the Premises, as may be necessary by reason of Tenant's failure to make same after notice to Tenant to do so, except in an emergency. This paragraph shall not be deemed nor construed to create an obligation on the part of Landlord to make any inspection of the Premises or to make any repairs, alterations, additions or improvements to the Premises for its safety or preservation.

13. **Liability.** Tenant assumes any and all risks of personal injury and property damage attributable to the acts or omissions of Tenant and its officers, employees, service and agents thereof while acting within the scope of their agency or employment by Tenant. Landlord assumes any and all risks of personal injury and property damage attributed to the negligent actions or omissions of its officers, employees, servants, and agents, or other persons acting or engaged to act by Landlord in furtherance of its obligations under this Lease.

14. **Force Majeure.** Whenever a period of time is herein prescribed for the taking of any action by Landlord or Tenant, as the case may be, Landlord or Tenant, as the case may be, shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, lockouts, riots, acts of God, shortages of labor or materials, war, civil commotion, fire or other casualty, catastrophic weather conditions, a court order that causes a delay, governmental laws, regulations, or restrictions, or any other cause whatsoever beyond the control of Landlord (any of the foregoing being referred to as an "Unavoidable Delay"). Landlord and Tenant shall use reasonable efforts to notify the other party not later than ten (10) business days after such party knows of the occurrence of an Unavoidable Delay; provided, however, that such party's failure to notify the other of the occurrence of an event constituting an Unavoidable Delay shall not alter, detract from, or negate its character as an Unavoidable Delay or otherwise result in the loss of any benefit or right granted to such party under this Lease. In no event shall any party's financial condition or inability to fund or obtain financing constitute an Unavoidable Delay with respect to such party.

15. **Landlord's Right to Re-Enter.** If Tenant shall default in any of the terms,

conditions or covenants of this Lease, then it shall be lawful for Landlord to re-enter the Premises and to again possess and enjoy the Premises.

16. **Default by Tenant and Landlord's Remedies.**

a. **Event of Default.** If any one or more of the following events shall occur and be continuing beyond the period set forth in any default notice provided to be given, an Event or Events of Default shall have occurred under this Lease:

i. **Non-Payment.** If Tenant shall fail to pay any installment of fixed annual rent, additional rent or other sums due from Tenant to Landlord under this Lease without the need for any notice or opportunity to cure; or

ii. **Non-Performance.** If Tenant shall fail to comply with any of the other terms, covenants, conditions or obligations of this Lease and such failure in compliance shall continue for thirty (30) days after the giving of notice by Landlord to Tenant specifying the failure, or, if such failure cannot with due diligence be remedied within thirty (30) days, Tenant shall not, in good faith have commenced within said thirty (30) day period to remedy such failure and continued diligently and continuously thereafter to prosecute the same to completion; or

ii. **Vacation or Abandonment.** If Tenant shall vacate or abandon the Premises.

b. **Right to Terminate Lease and Re-Enter.** If there shall occur an Event of Default, then Landlord may, in addition to any other remedy available to Landlord under this Lease or available under Requirements, at Landlord's option, on thirty (30) days' notice to Tenant, declare this Lease terminated at the expiration of such thirty (30) day period and Tenant shall quit and surrender possession of the Premises, but Tenant shall remain liable to Landlord as hereinafter provided, and upon Tenant's failure to surrender of possession, Landlord may re-enter the Premises by summary proceeding or otherwise free from any estate or interest of Tenant therein.

17. **Tenant's Trade Fixtures and Removal.** Any trade equipment, trade fixtures, goods or other property of Tenant shall be removed by Tenant on or before the expiration of the Lease term or sooner termination of the Lease term. Any trade equipment, trade fixtures, goods or other property of Tenant not removed by Tenant on the expiration of the Lease term or sooner termination of the Lease term, or upon any deserting, vacating or abandonment of the Premises by Tenant, or upon Tenant's eviction, shall, at Landlord's discretion, be considered as abandoned and Landlord shall have the right (without any obligation to do so), without notice to Tenant, to sell or otherwise dispose of Tenant's property, at the expense of Tenant, and Landlord shall not be accountable to Tenant for any proceeds of the sale, or for any damage or loss to Tenant's property.

18. **Estoppel Certificate.** Within ten (10) days of request from either party, Landlord or

Tenant shall execute, acknowledge and deliver to the other party, a written instrument certifying (i) that this Lease has not been modified and is in full force and effect, or if there has been a modification, that the Lease is in full force and effect as modified, stating the modification; (ii) specifying the dates to which rent and other sums due from Tenant under this Lease have been paid; (iii) stating whether or not to the knowledge of the party, the other party is in default, and if so, the reasons for the default; and (iv) stating the commencement date of the Lease Term.

19. **Notices.** All notices, consents, demands, communications or approvals required or permitted by this Lease shall be in writing and shall be delivered personally or delivered by certified or registered mail, return receipt requested, addressed as follows:

If to Landlord:

With copy to:

If to Tenant:           University of Central Florida College of Medicine  
6850 Lake Nona Blvd. 3<sup>rd</sup> Floor  
Orlando, Florida 32827  
Attn: Deborah C. German, Vice President, Heath Affairs

With copy to:           University of Central Florida  
4365 Andromeda Loop North, Suite 360  
Orlando, Florida, 32816  
Attn: W. Scott Cole, Vice President and General Counsel

Landlord and Tenant may, by notice given in the same manner set forth above, designate a different address to which subsequent notices shall be sent. Notice shall be deemed given when delivered, if delivered personally or the next business day if sent by reputable overnight delivery service that provides proof of delivery, or three (3) days after mailing if sent by certified or registered mail, return receipt requested.

20. **Tenant's Right to Quiet Enjoyment.** Upon paying the rents and other sums required of Tenant under the Lease and faithfully and fully performing the terms, conditions and covenants of the Lease on Tenant's part to be performed, Tenant shall peaceably and quietly have, hold and enjoy the Premises for the Lease Term.

21. **Miscellaneous.**

a. **Validity of Lease.** The provisions of this Lease are severable. If any provision of the Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity of any other provision of this Lease.

b. **Non-Waiver by Landlord.** The rights, remedies, options or elections of Landlord in this Lease are cumulative, and the failure of Landlord to enforce performance by Tenant of

any provision of this Lease applicable to Tenant, or to exercise any right, remedy, option or election, or the acceptance by Landlord of the annual fixed rent or additional rent from Tenant after any default by Tenant, in any one or more instances, shall not act as a waiver or a relinquishment at the time or in the future, of Landlord of such provisions of this Lease, or of such rights, remedies, options or elections, and they shall continue in full force and effect.

c. **Entire Agreement.** This Lease contains the entire agreement between the parties. No representative, agent or employee of Landlord has been authorized to make any representations, warranties or promises with respect to the letting, or to vary, alter or modify the provisions of this Lease. No additions, changes, modifications, renewals or extensions of this Lease, shall be binding unless reduced to writing and signed by both parties.

d. **Effective Law.** This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Florida without giving effect to its principles of conflicts of law. Landlord and Tenant waive their right to trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other, or with respect to any issue or defense raised therein, on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use and occupancy of the Premises, including summary proceedings and possession actions, and any emergency statutory or other statutory remedy.

e. **Captions.** The captions of the paragraphs in this Lease and the Table of Contents are for reference purposes only and shall not in any way affect the meaning or interpretation of this Lease.

f. **Counterparts.** This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which constitutes one and the same Lease.

g. **Landlord's Performance of Tenant's Obligations.** The performance by Landlord of any obligation required of Tenant under this Lease shall not be construed to modify this Lease, nor shall it create any obligation on the part of Landlord with respect to any performance required of Tenant under this Lease, whether Landlord's performance was undertaken with the knowledge that Tenant was obligated to perform, or whether Landlord's performance was undertaken as a result of mistake or inadvertence.

h. **Remedies and Rights Not Exclusive.** No right or remedy conferred upon Landlord shall be considered exclusive of any other right or remedy, but shall be in addition to every other right or remedy available to Landlord under this Lease or by law. Any right or remedy of Landlord, may be exercised from time to time, and as often as the occasion may arise. The granting of any right, remedy, option or election to Landlord under this Lease shall not impose any obligation on Landlord to exercise the right, remedy, option or election.

i. **Drafting Ambiguities; Interpretation.** In interpreting any provision of this Lease, no weight shall be given to nor shall any construction or interpretation be influenced by the fact that counsel for one of the parties drafted this Lease, each party recognizing that it and its counsel have had an opportunity to review this Lease and have contributed to the final form of

this Lease. Unless otherwise specified, the words "include" and "including" and words of similar import shall be deemed to be followed by the words "but not limited to" and the word "or" shall be "and/or."

j. **References.** In all references to any persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require.

k. **Binding Effect.** This Lease is binding upon and shall inure to the benefit of the parties, their legal representatives, successors and permitted assigns.

l. **Time of the Essence.** Time is of the essence of this Lease.

m. **No Recordation.** This Lease shall not be recorded by Tenant; however, Landlord and Tenant may elect to record a memorandum of this Lease in the public records, at Tenant's sole cost and expense.

n. **Governing Law.** This Lease shall be construed according to and governed by the laws of the State of Florida. Any litigation arising out of or relating in any way to this Lease shall be brought only in a court of competent jurisdiction of Orange County, Florida and the parties hereto irrevocably consent to such jurisdiction.

o. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**Signatures appear on following pages**

UCF Real Estate Foundation, L.L.C. Execution Page

IN WITNESS WHEREOF, the Parties have caused these presents to be executed on the day and year indicated above.

UCF Real Estate Foundation, L.L.C.

Witnesses (two are required):

[Signature]  
Printed name: Elizabeth Izziary

[Signature]  
Printed name: Ramon Smaelfu

UCF REAL ESTATE FOUNDATION, L.L.C.  
a Florida limited liability company

By: [Signature]  
Michael J. Morsberger  
Title: President

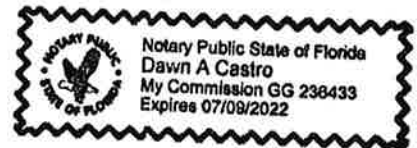
Approved as to form and legality  
For the use and reliance of the  
UCF Real Estate Foundation, L.L.C. only

Aug 24, 2018  
[Signature]  
Associate General Counsel

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of August, 2018, by Michael Morsberger, as President, of University of Central Florida Real Estate Foundation, who is/are personally known to me or who has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public, State of Florida  
Dawn A. Castro  
Print/Type Notary Name  
Commission Number:  
Commission Expires:



Witnesses (two are required):

J. LaChiana

Printed name: Lindsay LaChiana

W. Scott Cole

Printed name: W. Scott Cole

UNIVERSITY OF CENTRAL FLORIDA BOARD  
OF TRUSTEES

By: A. Dale Whittaker

A. Dale Whittaker  
President

Approved as to form and legality  
For the use and reliance of the  
UCF only

August 21, 2018

J. Coax  
Associate General Counsel

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 21 day of August, 2018, by A. Dale Whittaker, as President, of University of Central Florida, who is/are personally known to me or who has produced as identification.

Brandon Williams  
Notary Public, State of Florida



Brandon Williams  
Print/Type Notary Name

Commission Number: GG 240448  
Commission Expires: 11/18/22

EXHIBIT "A"

Description of Land

Lot 1, BURNHAM INSTITUTE FOR MEDICAL RESEARCH AT LAKE NONA PHASE 1,  
according to the plat thereof, recorded in Plat Book 73, Pages 40 through 42, inclusive, in the  
Public Records of Orange County, Florida



## EXHIBIT "B"

### Use Restriction

The Property conveyed hereby is subject to and this conveyance is conditioned upon Grantee's agreement to limit and restrict the use of the Property to the Permissible Uses (as defined below), unless the prior written consent of Lake Nona Land Company, LLC, a Florida limited liability company ("LNLC"), as the master developer of the Lake Nona Planned Development / Development of Regional, is obtained for such other uses, which consent may be withheld or conditioned in LNLC's sole and absolute discretion (the "**Limitation on Use**" or "**Use Restriction**"). This Use Restriction shall run with title to the land, and shall be binding upon successors and assigns.

The permissible uses on the Property, which shall be limited to the following and shall be subject to compliance with all applicable laws are: (a) medical, life science and clinical research and development, (b) light manufacturing in the life sciences or medical field, including diagnostics, devices, pharmaceuticals and reagents, (c) undergraduate, graduate and post-graduate education, including classrooms and lecture halls, (d) research facilities related to a medical hospital, (e) ancillary related research-oriented healthcare and life science uses, and administrative uses related to the permissible uses, (f) Clinical Services (as defined herein), and (g) support services for the foregoing permissible uses which may include, but is not limited to, a cafeteria/restaurant, child day care center and fitness facility for use by personnel and employees of University of Central Florida ("UCF"), a direct support organization of UCF ("**UCF DSO**"), and their lessees ("**Permissible Uses**").

As used herein, "**Clinical Services**" shall mean those services conducted within the Property involving or relating to the direct medical diagnosis, care and treatment of patients which serve UCF's academic health sciences center mission, enabling integration of the educational, research and clinical activities of UCF and any UCF DSO. As such, (i) tenants, subtenants or other occupants of the Property performing Clinical Services shall be limited to clinical organizations and medical physician practices that participate in one or more of the research and educational activities included in the Permissible Uses or support the diagnosis, care and treatment of patients involved in such research and educational activities, (ii) all Clinical Services shall be in support of any Permissible Uses described in subparts (a) through (d) above, and shall be provided by UCF, a UCF DSO, or a UCF Affiliate (as defined herein), (iii) all Clinical Services shall be related to (x) cancer research, education and diagnosis, and supportive care of these patients (y) general and specialized care and treatment of patients with cancer or cancer-related conditions, or (z) other primary areas of research conducted at the Property, and (iv) at least fifty percent (50%) of the medical practitioners (and no less than 1/3 of the doctors) will be connected to UCF's academic health sciences center mission, such as through employed, affiliate or volunteer faculty appointment; cancer research, education and diagnosis and supportive care of these patients; or general and specialized care and treatment of patients with cancer or cancer-related conditions, enabling integration of the educational, research and clinical activities of UCF and any UCF DSO.

As used herein, the term "**UCF Affiliate**" includes an entity, organization, or practice that

(a) has a shared ownership or governance arrangement with UCF or a UCF DSO, or (b) has an affiliation agreement with UCF or a UCF DSO that involves participation in the UCF academic health sciences mission of education, research, and clinical activities. For clarification, UCF Affiliates may include medical practices with a non-financial UCF affiliation including medical practitioners who hold affiliate or volunteer UCF faculty appointments, care for patients on clinical research protocols, provide care and treatment of patients with cancer or cancer-related conditions, educate students or residents, or otherwise advance research conducted at the Property.

By way of example, and not limitation, Clinical Services may include: imaging and other diagnostic testing, radiological and laboratory services, proton therapy services, chemotherapy services, and clinical practices or auxiliary services supporting the diagnostic, care, treatment and related needs of patients of health care organizations and medical physician practices providing Clinical Services on the Property.

Additionally, in no event shall the Permissible Use include:

1. Medical office building where medical offices are leased to, or occupied by, medical physician practices that (a) are not participating in one of the Permissible Uses through a formal written agreement for a bona fide structured partnership, joint effort or affiliation between UCF or a UCF DSO supporting or facilitating UCF's academic health sciences center mission, and (b) are not so engaged solely in a real estate relationship such as a landlord-tenant or buyer-seller type of relationship;
2. Residential uses (including, without limitation, multi-family housing, single-family housing, senior housing and assisted living housing);
3. Temporary housing or lodging of any kind (including, without limitation, drug rehabilitation or "halfway" house);
4. No noxious activity shall be carried on or upon any portion of the Property, nor shall anything be done thereon which may be or may become a nuisance to others, or which adversely affects the health, safety or welfare of others including any users of the Property;
5. Any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness, or which is in excess of the permissible decibel levels promulgated by the City of Orlando Code of Ordinances;
6. Any franchised or branded food, retail or non-medical commercial services operation which are marketed and available to the general public. By way of example, and not limitation, the Grantee or its tenants, subtenants or occupants performing Clinical

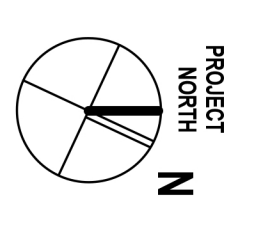
Services may provide non-branded food, retail or commercial services marketed exclusively for the patients of health care organizations or medical physician practices providing Clinical Services on the Property included in the Permissible Uses.

Beginning as of the date which is twenty-five (25) years following Grantee's first principal payment under that certain Mortgage recorded of even date herewith against the Property in the Public Records of Orange County, Florida, the Permissible Uses shall also include any research, educational, or clinical service that is undertaken by UCF or a UCF DSO, or a UCF Affiliate. In the event Grantee desires to lease space to a non-UCF Affiliate or to perform any research, educational, clinical service or community use that is not within the Permissible Uses as defined herein, Grantee shall obtain LNLC's prior written consent, in each instance and in LNLC's sole and absolute discretion, which consent shall be recorded against the Property in the Public Records of Orange County, Florida.



**1** FIRST FLOOR KEY PLAN  
 1/16" = 1'-0"

**GENERAL NOTES:**  
 1. SEE A-104 FOR GRID LAYOUT.



TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH THIS SECTION AND CHAPTER 635, FLORIDA STATUTES.

55 South St., 26th Floor  
 Chicago, IL 60601  
 Tel: 312.779.2000  
 Fax: 312.779.2100  
 www.perkinswill.com

999 Bruce Dr., Suite 200  
 Coral Gables, FL 33134  
 Tel: 305.444.1334  
 Fax: 305.444.1334  
 www.perkinswill.com

**Burnham  
 Institute for  
 Medical  
 Research at  
 Lake Nona**

9801 Lake Nona Road  
 Orlando, FL 32827

PROFESSIONAL FLA. SIGNATURE	
Professional Seal No.	AA-9866
Architect	

NO.	ISSUE	DATE

<b>Sheet Information</b>	
Date	10/22/07
Job Number	155043.004
Drawn	S. SCHWABENBACH
Checked	N. NUNN
Approved	S. MEIER
	D. ANDERSON
Title	

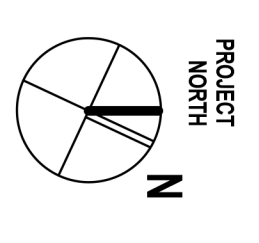
**First Floor  
 Key Plan**

**A-101**  
 PERMIT SET



**1** SECOND FLOOR KEY PLAN  
 1/7/06 = 1'-0"

**GENERAL NOTES:**  
 1. SEE A-104 FOR GRID LAYOUT.



TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH THIS SECTION AND CHAPTER 635, FLORIDA STATUTES.

55 South St., 20th Floor  
 1517 North St.  
 1517 North St.  
 999 Pine St., 15th Floor  
 Coral Gables, FL 33134  
 1 305.566.1334  
 www.perkinswill.com

9801 Lake Nona Road  
 Orlando, FL 32827

**Burnham  
 Institute for  
 Medical  
 Research at  
 Lake Nona**

PROFESSIONAL FLA. SIGNATURE	
PROFESSIONAL L.C. NO.	AA-9866
Architect	

NO.	ISSUE	DATE

<b>Sheet Information</b>	
Date	10/22/07
Job Number	155043.004
Drawn	S. SCHWABENBACH
Checked	S. MEIER
Approved	D. ANDERSON
Title	

**Second Floor  
 Key Plan**

**A-102**

PERMIT SET



**FIRST AMENDMENT TO SUBLEASE AGREEMENT**

This FIRST AMENDMENT is made and entered into on this 23rd day of January 2019, by and between the University of Central Florida Board of Trustees ("Landlord") and UCF Academic Health, Inc. ("Tenant"), (collectively, the "Parties"), and amends the *Sublease Agreement* entered into by the Parties on December 1, 2018 ("Agreement").

NOW THEREFORE, the Parties do hereby agree as follows:

Exhibit B of the Agreement (the diagram of the Premises) is deleted in its entirety and replaced with the Exhibit B attached to this First Amendment.

Except as set forth in this First Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be duly executed by an authorized representative in its name and on its behalf as of the date first set forth above.

**University of Central Florida Board  
of Trustees**

*Misty Shepherd*

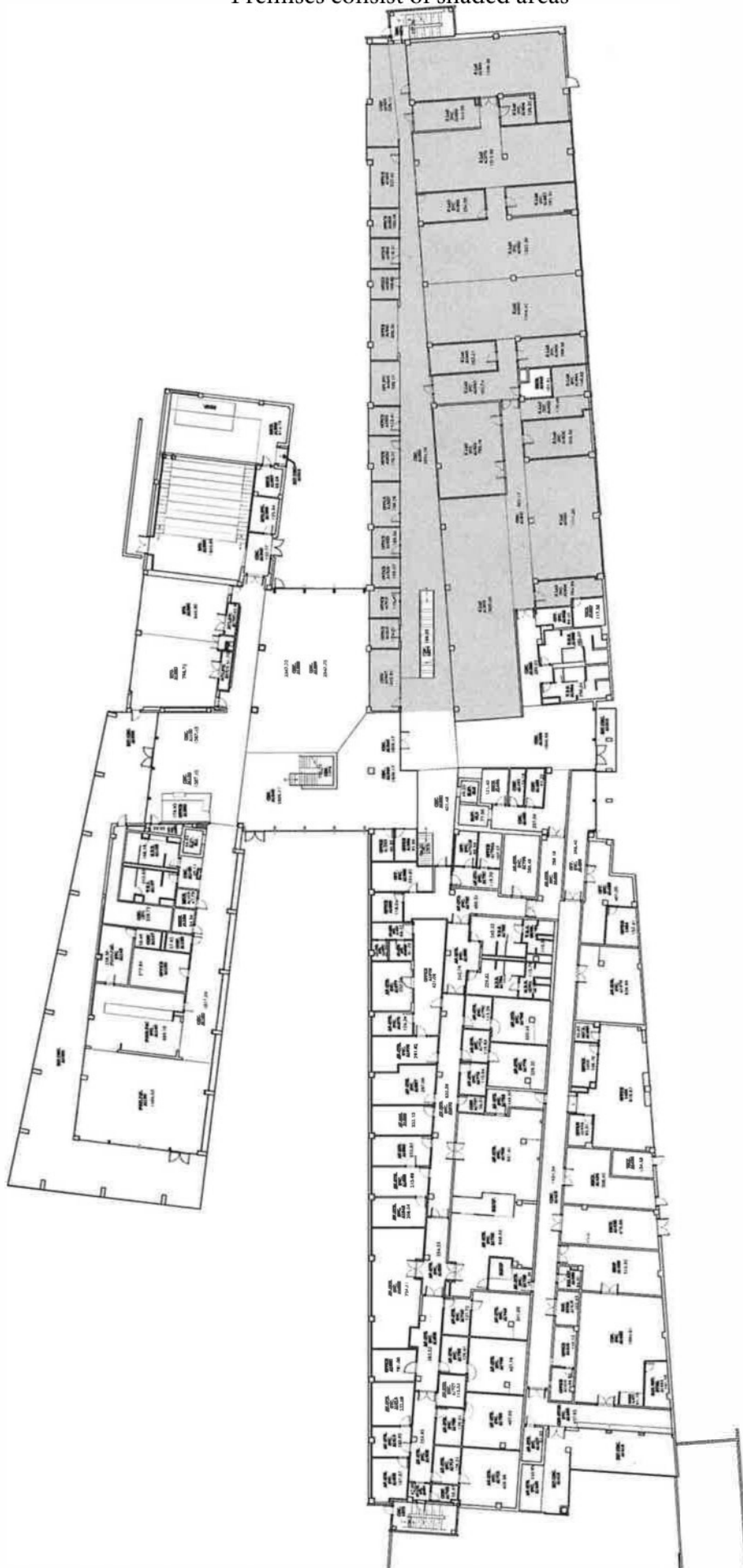
By: ~~Signed: Wednesday, January 23, 2019~~  
Misty Shepherd  
Interim Vice President for Administration  
and Finance

**UCF Academic Health, Inc.**

*Deborah C. German*

By: ~~Signed: Wednesday, January 16, 2019~~  
Deborah C. German, MD  
Chair

Exhibit B  
Premises consist of shaded areas

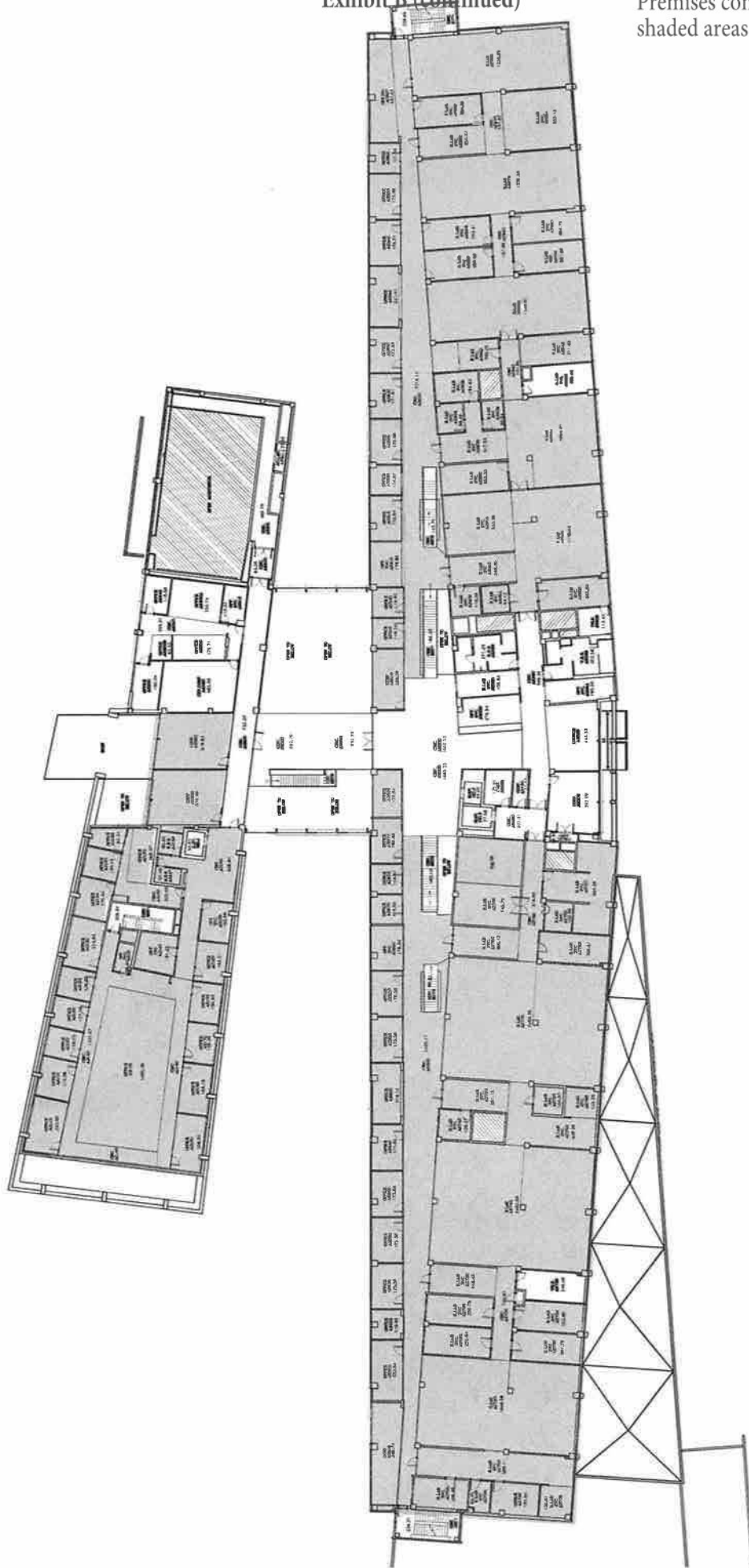


1ST FLOOR PLAN



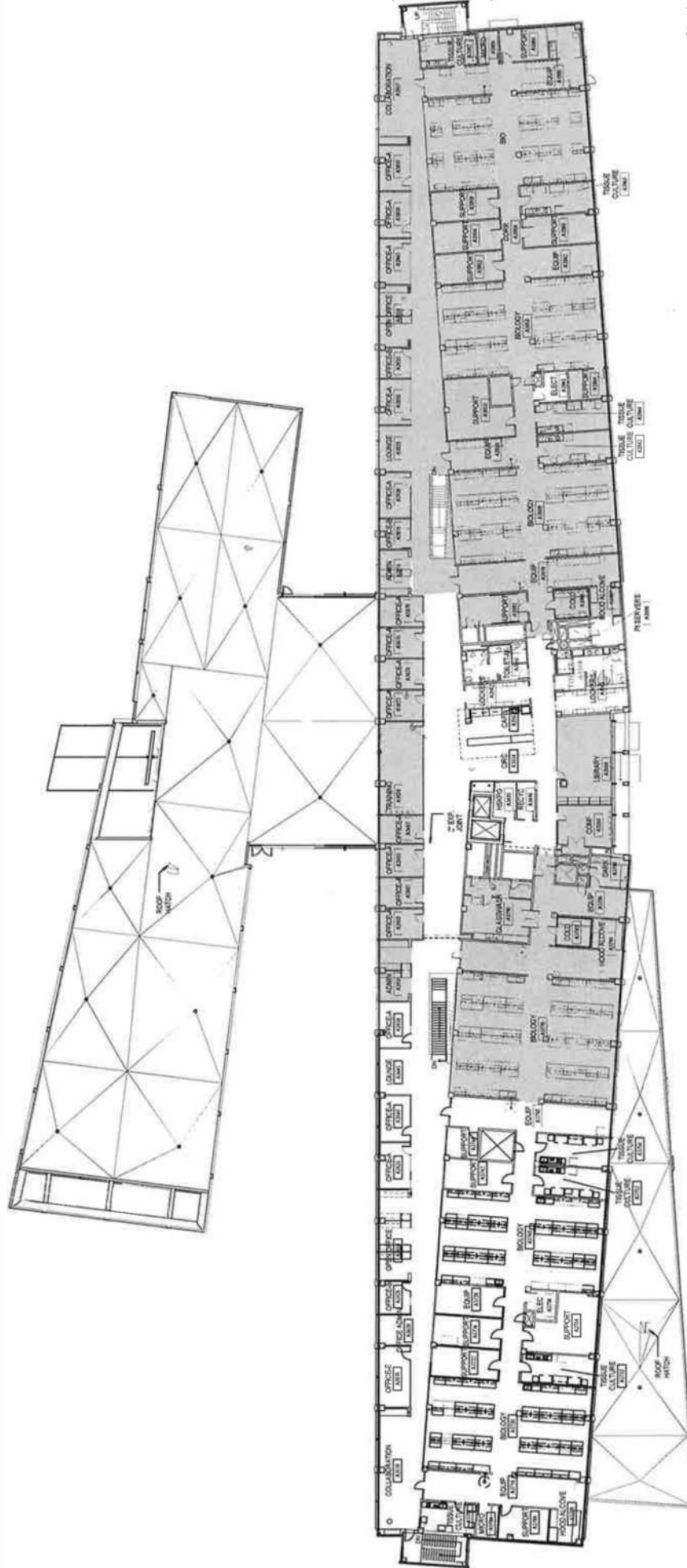
Exhibit B (continued)

Premises consist of shaded areas



2ND FLOOR PLAN

Premises consist of shaded areas



3RD FLOOR PLAN

**SECOND AMENDMENT TO SUBLEASE AGREEMENT**

This SECOND AMENDMENT is made and entered into on this 7<sup>th</sup> day of June 2019, by and between the University of Central Florida Board of Trustees ("Landlord") and UCF Academic Health, Inc. ("Tenant"), (collectively, the "Parties"), and amends the *Sublease Agreement* entered into by the Parties on December 1, 2018 ("Agreement") as amended by the First Amendment to Sublease Agreement dated January 23, 2019.

NOW THEREFORE, the Parties do hereby agree as follows:

1. Article I, Section 1.1 of the Agreement is deleted in its entirety and replaced with the following:

1.1 Description of Premises. The Premises consist of the portion of the Building depicted in Exhibit B.

2. Exhibit B of the Agreement (the diagram of the Premises) is deleted in its entirety and replaced with the Exhibit B attached to this Second Amendment.

3. The Chair of UCF Academic Health, Inc. and the Chief Operating Officer of the University of Central Florida may, without further amending the Agreement, agree to add or remove areas of the building that may be subrented by UCFAH in order to generate funds to support the UCF Real Estate Foundation's mortgage payments on the UCF Lake Nona Cancer Center building and to advance development of the UCF cancer research and treatment center.

4. Except as set forth in this Second Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be duly executed by an authorized representative in its name and on its behalf as of the date first set forth above.

**University of Central Florida Board  
of Trustees**

**UCF Academic Health, Inc.**

**Misty Shepherd**



By: \_\_\_\_\_  
Signed: Monday, June 17, 2019  
Misty Shepherd  
Interim Chief Operating Officer

By: \_\_\_\_\_  
Signed: Wednesday, June 5, 2019  
Deborah Green  
Chair

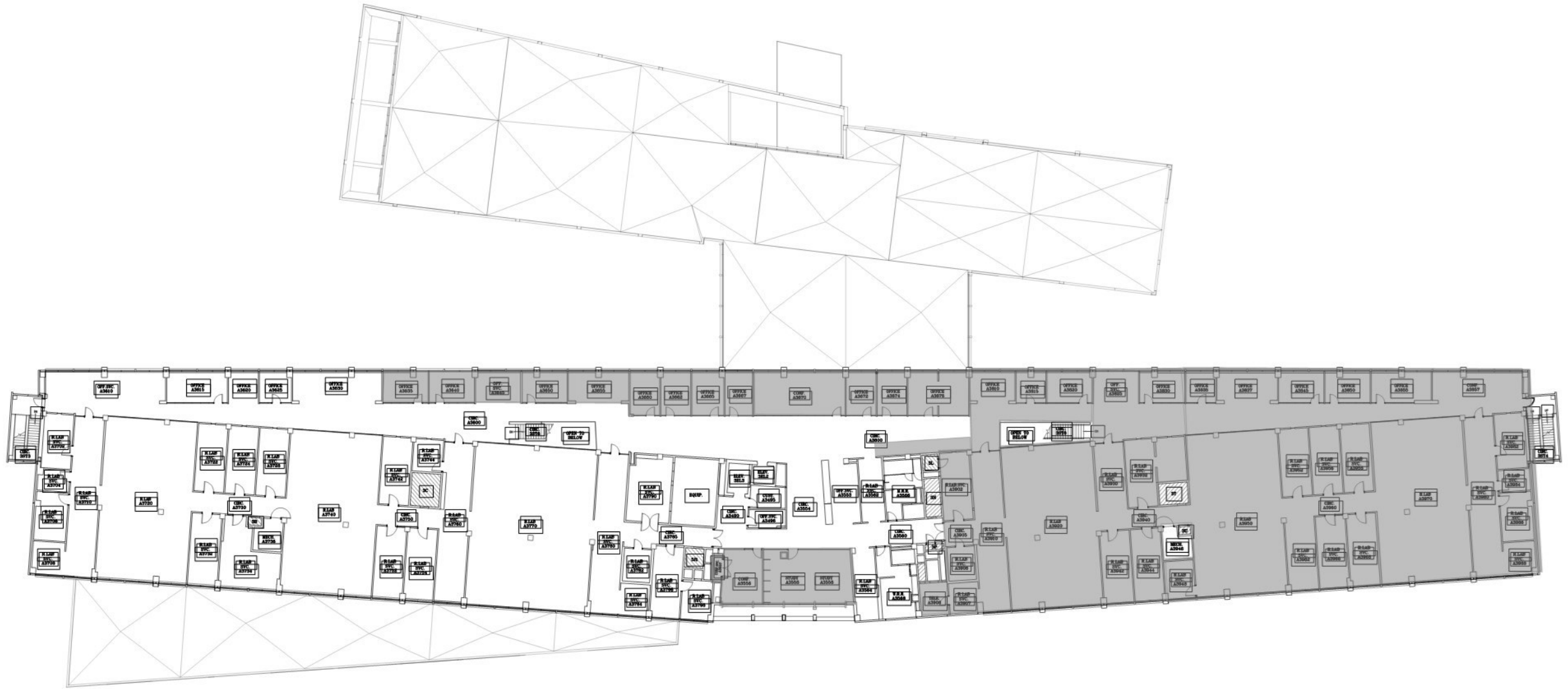
Exhibit B





**LAKE NONA CANCER CENTER (1050)  
2ND FLOOR PLAN**

**Total 2nd Floor: 42,400 sq ft**



**EXHIBIT M**

**UCFREF Estoppel Certificate**

Exhibit M

**EXHIBIT N**

**UCFBOT Estoppel Certificate**



**EXHIBIT O**  
**Orange County NDAA**