

CLINICAL AND RESEARCH 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

**SARAH CANNON RESEARCH INSTITUTE, LLC,
a Delaware limited liability company qualified to do business in the State of Florida**

TENANT

DATED: _____, 2020

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CLINICAL AND RESEARCH SPACE SUB-SUBLEASE

THIS CLINICAL AND RESEARCH 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 **SARAH CANNON RESEARCH INSTITUTE, LLC, a Delaware limited liability company qualified to do business in the State of Florida.**

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

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. Sarah Cannon Research Institute, LLC, a Delaware limited liability company qualified to do business in the State of Florida.

1.4 Premises. Approximately Nineteen Thousand Five Hundred Sixty-Two (19,562) Rentable Square Feet of oncology medical office and drug discovery space, subject to adjustment as provided in Section 3.8 below, within the second floor of 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 18,308 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 4.15 below). 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 date that is the earlier to occur of (i) the Occupancy Date (as defined in Section 2.2 below), or (ii) one hundred seventy (170) days after the Delivery Date (as defined in Section 2.2 below).

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.** A medical oncology office and drug discovery facility, 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 (excluding the Generator) by Thirty-One and 00/100 Dollars (\$31.00) 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 (3.0%) 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 Six Hundred Six Thousand Four Hundred Twenty-Two and 00/100 Dollars (\$606,422.00) per year, payable in equal monthly installments of Fifty Thousand Five Hundred Thirty-Five and 17/100 Dollars (\$50,535.17). 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 measured in accordance with the BOMA Standard (defined in Section 3.7), subject to adjustment as set forth in Section 3.7.

1.11 **Tenant Improvement Allowance.** None.

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 (excluding the Generator) by the number of Rentable Square Feet contained in the Building.

1.14 **Tenant’s Guarantor.** None.

1.15 **Notice Addresses.**

Landlord:	UCF Academic Health, Inc. c/o University of Central Florida College of Medicine 6850 Lake Nona Blvd., 3 rd Floor Orlando, FL 32827 Attention: Deborah C. German, MD, Chair Facsimile: 407-266-1489 Email:Deborah.German@ucf.edu
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With a copy to:

UCF Academic Health, Inc.
c/o University of Central Florida College of
Medicine
6850 Lake Nona Blvd., 3rd Floor
Orlando, FL 32827
Attention: Jeanette C. Schreiber, JD, MSW
Facsimile: 407-266-1489
Email: Jeanette.Schreiber@ucf.edu

Tenant:

Sarah Cannon Research Institute, LLC

Attention: _____
Facsimile: _____
Email: _____

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

1.17 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 (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, and as further amended 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”). 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.

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 effect upon Tenant or Tenant’s use of the Premises as determined in Tenant’s reasonable judgment. 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. The foregoing provisions of this paragraph shall be self-operative,

but Tenant agrees, within thirty (30) 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 1.17.

ARTICLE II LEASE TERM AND PREMISES

2.1 Lease of Premises for Lease Term. Subject to Section 1.17, 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 1.16 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 Delivery 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. From and after the Effective Date, Landlord shall perform the following work within the Premises to prepare it for Tenant's performance of the Tenant Improvements and occupancy: removal of research equipment and fixtures in the Premises, and demolition and removal of interior walls, flooring and ceiling in accordance with demolition plans developed by Landlord's Consultants (as defined in **Exhibit D**) (which demolition plans will be developed in consultation with Tenant's architect, who shall provide final comments to such demolition plans within five (5) business days of its receipt of the same). The foregoing is referred to as "Landlord's Work"). Upon completion of Landlord's Work, Landlord shall deliver exclusive possession of the Premises to Tenant (with the date Landlord so delivers exclusive possession of the Premises to Tenant with Landlord's Work completed being referred to as the "Delivery Date", provided that in no event shall the Delivery Date occur prior to the Effective Date). Tenant shall accept possession of the Premises as of the Delivery Date. Except for Landlord's obligations as to Landlord's Work and any other obligations of Landlord specifically stated in this Lease, Landlord shall deliver the Premises (and Tenant shall accept the Building, the Premises and all improvements thereto) in their existing "AS-IS" condition. For the purposes of this Lease, the date Tenant first occupies and uses the Premises for the Permitted Use is herein referred to as the "Occupancy Date". The failure of Tenant, for any reason, to take possession of or to occupy the Premises or any portion thereof after the Delivery 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**) within one hundred seventy (170) days after the Delivery Date. Notwithstanding anything herein to the contrary, however, Tenant's failure to accomplish substantial completion of the Tenant's Work within one hundred seventy (170) days after the Delivery Date shall not affect or delay the Rent Commencement Date. Tenant shall be solely responsible for the cost of performing Tenant's

Work. 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 any condition resulting from gross negligence or willful misconduct of Landlord or Landlord’s agents or employees, and 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. 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”). Any Alterations that Tenant elects not 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 twenty-five percent (125%) 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 one hundred fifty percent (150%) of the Base Rent applicable to the period immediately prior to the Termination Date.

ARTICLE III RENT, OPERATING EXPENSES AND OTHER CHARGES

3.1 Base Rent. Base Rent shall be paid by Tenant on the first (1st) 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, 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.

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., 3rd 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 reasonable and customary 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) 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 pro rata 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 date Tenant occupies and uses the Premises, 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, 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 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. 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.

3.6 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.

3.7 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 measured 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) ("BOMA Standard"). The calculation of the Rentable Square Feet in the Premises by Landlord's Consultants shall be based on a common area factor of twenty-six percent (26%) and 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**. Notwithstanding the foregoing, Landlord reserves the right to re-measure the Building and/or make additions to or changes in the Rentable Square Footage thereof from time to time, in which event the total Rentable Square Footage of the Building shall be adjusted by Landlord accordingly.

3.8 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.

3.9 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.

4.3 **Use of Common Areas.** The occupancy by Tenant of the Premises shall include the non-exclusive 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 (on a non-reserved basis) to use not more than four (4) spaces per 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 in an amount compliant with Applicable Laws (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, fees, rules and regulations as Landlord or the owner of the Parking Lot may establish from time to time with respect thereto. 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 and are substantially as convenient to the Premises as the original parking spaces.

4.5 **Signs.** As part of the work to be included in the Tenant Improvements, Landlord shall provide, at Tenant's sole cost and expense, directory strips for Tenant on the Building directories and 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 directory strips and 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 and other rights granted under this Lease, 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 and/or research 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 promptly 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.

4.11 Building Hours. The Building shall be open weekdays from 7:00 a.m. to 7:00 p.m., Monday through Friday (except for national holidays), and 7:00 a.m. to 1:00 p.m. Saturdays (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. Notwithstanding any provision herein to the contrary, Tenant and its employees shall have access to the Premises on a 24-hour/day, 7-day/week basis.

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.

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 **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 4.15 by Tenant, Landlord may (without limitation) require the immediate removal of the Generator at Tenant's sole expense.

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, 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 fifteen (15) days after the expiration or sooner termination of this Lease, Tenant shall complete the Generator Restoration Work.

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 portions of the interior of the Premises in substantially 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 ten (10) business days after receipt of an invoice from Landlord.

5.2 Landlord's Maintenance and Repair Obligations. Subject to the obligations of the Existing Lessors, Landlord shall cause to be maintained in good condition, repair and replacement 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, and 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 reasonable 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 except (i) in the event Landlord's failure to perform its obligations under this Section 5.2 threatens the safety or health of Tenant's employees and/or invitees, as determined in Tenant's reasonable judgment, and (ii) Landlord has failed to perform its obligations under this Section 5.2 (or to commence to perform such obligations in a manner that removes any such threat to the safety or health of Tenant's employees and/or invitees) within ten (10) business days following Tenant's written notice thereof. 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. 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. If Landlord, in its sole discretion, installs or arranges for the installation of a separate meter to measure the usage of any utility or service supplied to the Premises, or in the event Tenant shall contract for same for delivery to the Premises, Tenant shall be responsible for obtaining and paying for such utilities directly to the service provider before delinquency, together with all taxes levied or other charges on such services. 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 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 which (i) materially impact the structural or mechanical components of the Premises (including, without limitation, plumbing, electrical, fire protection, fire alarm, and telephone/data components), or (ii) affect the Generator, or (ii) in the aggregate cost more than \$10,000.00, without Landlord's prior written consent, such consent to be within Landlord's reasonable discretion. Tenant shall make other Alterations without Landlord's consent. Tenant may promptly remove any Alterations constructed in violation of this Section 5.4 on Landlord's written request. 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, 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 therefore.

5.5 Changes and Additions to Land and Building. 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. No action permitted under this section shall have a material adverse effect on Tenant's use/occupancy of the Premises as contemplated in this Lease.

ARTICLE VI INSURANCE AND INDEMNITY

6.1 **Insurance.** Tenant shall at all times carry and maintain insurance in amounts and form required by Landlord's then-current insurance requirements 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. Such insurance requirements as of the date of this Lease are set forth on **Exhibit G** hereto, which requirements may be modified by Landlord from time to time in Landlord's reasonable discretion upon reasonable (not to exceed thirty (30) days) advance written notice to Tenant.

For the purposes of complying with this Section 6.1, Landlord will accept self-insurance from Tenant as satisfaction of the insurance requirements under this Section 6.1 so long as Tenant provides (i) an annual certification confirming Tenant is electing to self-insure for all coverages required under this Section 6.1, (ii) Tenant or HCA Holdings, Inc. ("HCA"), Tenant's ultimate parent corporation, has a tangible net worth of at least \$200,000,000.00, and (iii) any self-insurance provided or maintained by HCA covers and insures the Tenant and provides for the benefit of Landlord and Tenant the insurance required hereunder. If at any time Tenant or HCA does not meet the foregoing self-insurance requirements, Tenant must provide written evidence of third party insurance meeting the requirements of this Section 6.1 within thirty (30) days after such failure to meet the self-insurance requirement set forth herein. Any self-insurance so maintained by Tenant shall be deemed to contain all of the terms and conditions applicable to such insurance as required in this Section 6.1, including, without limitation, any deemed waiver of subrogation; consequently, Landlord shall be treated, for all purposes, as if Tenant had actually purchased such insurance from a third party. If Tenant elects to so self-insure, then (x) the insurer ratings requirements set forth herein shall not apply and (y) with respect to any claims which may result from incidents occurring during the Lease Term, such self-insurance obligation shall survive the expiration or earlier termination of this Lease to the same extent as the insurance required hereunder would survive. Tenant represents that Tenant's self-insurance program will provide full coverage to Landlord in the same manner as if Landlord were named as parties insured by the insurance policies otherwise required to be carried by Tenant hereunder.

Notwithstanding anything to the contrary set forth in the Lease: (a) any company providing insurance coverage to Tenant under any blanket policy of insurance that includes the Premises or under any self-insurance program shall be required to satisfy all insurance company qualification requirements under the Lease; (b) any obligation under the Lease to deliver copies of Tenant's insurance policies may be satisfied by the delivery of certificate of insurance evidencing the existence of such insurance; (c) Tenant shall deliver to Landlord certificates for renewal policies of such insurance not later than thirty (30) days prior to the expiration date of such policy or policies (or of any renewal policy or policies); and (d) Tenant shall be required to carry rental loss or business interruption insurance.

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. The foregoing provisions shall survive the termination of this Lease.

6.3 Tenant’s Indemnity. Except in the event due solely 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 resulting directly or indirectly from (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. 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 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, (ii) an event of default by Tenant has occurred and is continuing at the time of such damage, (iii) the damage occurs during the final twelve (12) months of the Lease Term, (iv) the damage exceeds thirty-five (35%) of the cost of replacement of the Building, or (v) the Sublease Agreement is terminated on account thereof. If any of the circumstances set forth in clause (i) through (v) 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. 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.

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 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 improvements and/or alterations made at Tenant's cost, personal property and fixtures belonging to Tenant 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 if and only if or to the extent such award shall be in addition to the award for any and all portions of the Property or to the extent such award does not diminish any award to Landlord. 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

Notwithstanding anything to the contrary set forth in the Lease, Tenant shall have the right to sublet all or any portion of the Premises without the prior written consent of Landlord; provided that (i) each such sublease shall be subject and subordinate to this Lease, (ii) Tenant shall remain liable for the performance of all of its covenants and agreements under this Lease, and (iii) prior to any such sublease, Tenant shall provide written notice of such sublease to Landlord including contact information for the sublessee and such sublessee's written agreement to abide by and comply with all of the terms and conditions of this Lease (including, without limitation, all terms and conditions relating to the use and occupancy of the Premises). Furthermore, notwithstanding anything to the contrary set forth in the Lease, Tenant without the consent of Landlord, may assign this Lease to (a) HCA or any person, firm, corporation or other entity who is the purchaser of all or substantially all of the outstanding shares of capital stock of HCA, the purchaser of substantially all of the assets and business of HCA or successor to substantially all of the business and assets of HCA by corporate merger or consolidation with or into HCA (collectively, the "HCA Successor"), (b) any subsidiary or other entity owned at least 51%, directly or indirectly, by Tenant, HCA or any HCA Successor, (c) any person, firm, corporation or other entity who is the purchaser of all or substantially all of the assets of Tenant or is the successor to substantially all the assets and

business of Tenant by virtue of a corporate merger or consolidation of, with or into Tenant, or (d) any general partner of Tenant. No assignment permitted pursuant to this Section with or without the consent of Landlord, shall be effective unless each such assignee by written instrument or operation of law assumes and becomes bound to perform and observe all of the covenants and agreements of Tenant under the Lease arising from and after the date of such assignment and a copy of such written assumption agreement is delivered to Landlord. Tenant shall not be released of liability for the payment of rent and for the performance and observance of the other covenants and agreements of Tenant under the Lease after the effective time of any such assignment. Except as expressly provided or permitted in this Article IX, Tenant shall not assign its interest in this Lease without the prior written consent of Landlord, which consent may be withheld in the Landlord's sole and absolute discretion. Further, any right of Tenant to sublease all or any portion of the Premises, or to assign this Lease, is subject to the Restrictions.

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 receipt of written notice from Landlord; (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 sixty (60) 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 violation by Landlord of any of the terms and conditions of the Sublease Agreement; 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. Except to the extent expressly required by Applicable Laws, Landlord shall be under no obligation to mitigate its damages from and after the occurrence of an event of default by Tenant hereunder.

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 of the unpaid Rent which would have been earned after termination, (iii) 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, (iv) any other amount reasonably necessary to compensate Landlord for all the detriment proximately caused by Tenant’s failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, and (v) such other amounts in addition to, or in lieu of, the foregoing as may be permitted from time to time by Applicable Law.

C. **Definitions.** As used in Sections 10.3.B(i) and 10.3.B(ii) 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(iii) 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. Nothing contained in this Lease shall be construed as imposing any duty upon Landlord to relet the Premises or to otherwise mitigate or minimize Landlord's damages by virtue of Tenant's default.

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 herein) 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.F 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 with 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, customary brokerage commissions, advertising costs, reasonable 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) the benefit of all laws existing now or hereafter enacted regarding any limitation as to the property of Tenant upon which or the time within which, distress is to be made after removal of property of the Tenant or others from the Premises and further relieves Landlord of the obligation of proving or identifying the property of Tenant distrained, it being the purpose and intent of this provision that all property of Tenant, whether upon the Premises or not, shall be liable to distress for Rent at any time after Tenant's default under this Lease, including particularly, but not limited to property of Tenant removed from the Premises clandestinely and fraudulently; (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) all rights relating to the landlord-tenant relationship under any law, ordinance or statute, to the extent they might limit Landlord's right to cause the distrained goods to be sold; 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, 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.

10.6 No Duty to Mitigate. If Landlord is required by applicable law to mitigate damages under this Lease: (i) Landlord shall be required only to use commercially reasonable efforts to mitigate, and (ii) 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 Section 10.3.B above.

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. If Landlord commences any action or proceeding under this Lease, including, but not limited to, actions for recovery of Base Rent and items of Additional Rent and actions for recovery of possession, Tenant shall not interpose any non-compulsory counterclaim of any nature or description in any such action or proceeding. The foregoing, however, shall not be construed as a waiver of Tenant's right to assert such claim in a separate action or proceeding instituted by Tenant.

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. Notwithstanding the foregoing, if the nature of Landlord's default threatens the health or safety of any of Tenant's employees or invitees, or is otherwise determined

in Tenant's reasonable judgment to constitute an emergency, then Tenant may elect to cure Landlord's default if said default remains uncured (or if Landlord fails to commence such cure sufficient to remove the threat to the health or safety of any of Tenant's employees or invitees) for ten (10) business days following Tenant's written notice thereof, and Landlord shall reimburse Tenant for Tenant's reasonable expenses paid or incurred in curing the default.

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. 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 thirty (30) days after written request.

12.4 Estoppel Certificates. Within twenty (20) days after receipt of 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, including, without limitation, that: (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 Tenant's Financial Condition. Within thirty (30) days after written request from Landlord, Tenant shall deliver to Landlord and to any Secured Lender designated by Landlord any financial statements reasonably required by such Secured Lender to facilitate the financing or refinancing of Landlord's interest in the Property. If any Secured Lender so requires and Tenant customarily has audited financial statements prepared, then the financial statements delivered pursuant to this Section shall be audited. Landlord shall use reasonable efforts (i) except as provided in clause (ii) below, to protect the confidentiality of any financial information delivered by Tenant pursuant to this Section, and (ii) to ensure that financial statements delivered pursuant to this Section 12.5 are disclosed to third parties only in connection with financing of Landlord's interest in the Property or in connection with any administrative or judicial proceedings in connection therewith.

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 thirty (30) 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.

[Signatures on the Following Pages]

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:

**SARAH CANNON RESEARCH
INSTITUTE, LLC**, a Delaware limited
liability company qualified to do business in
the State of Florida

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 UCFBOT Health, Inc., 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 UCF, 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; 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;

(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. **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

EXHIBIT B

Floor Plan and Depiction of Premises

Floorplan



Floor Plan and Depiction of Premises

Generator Location

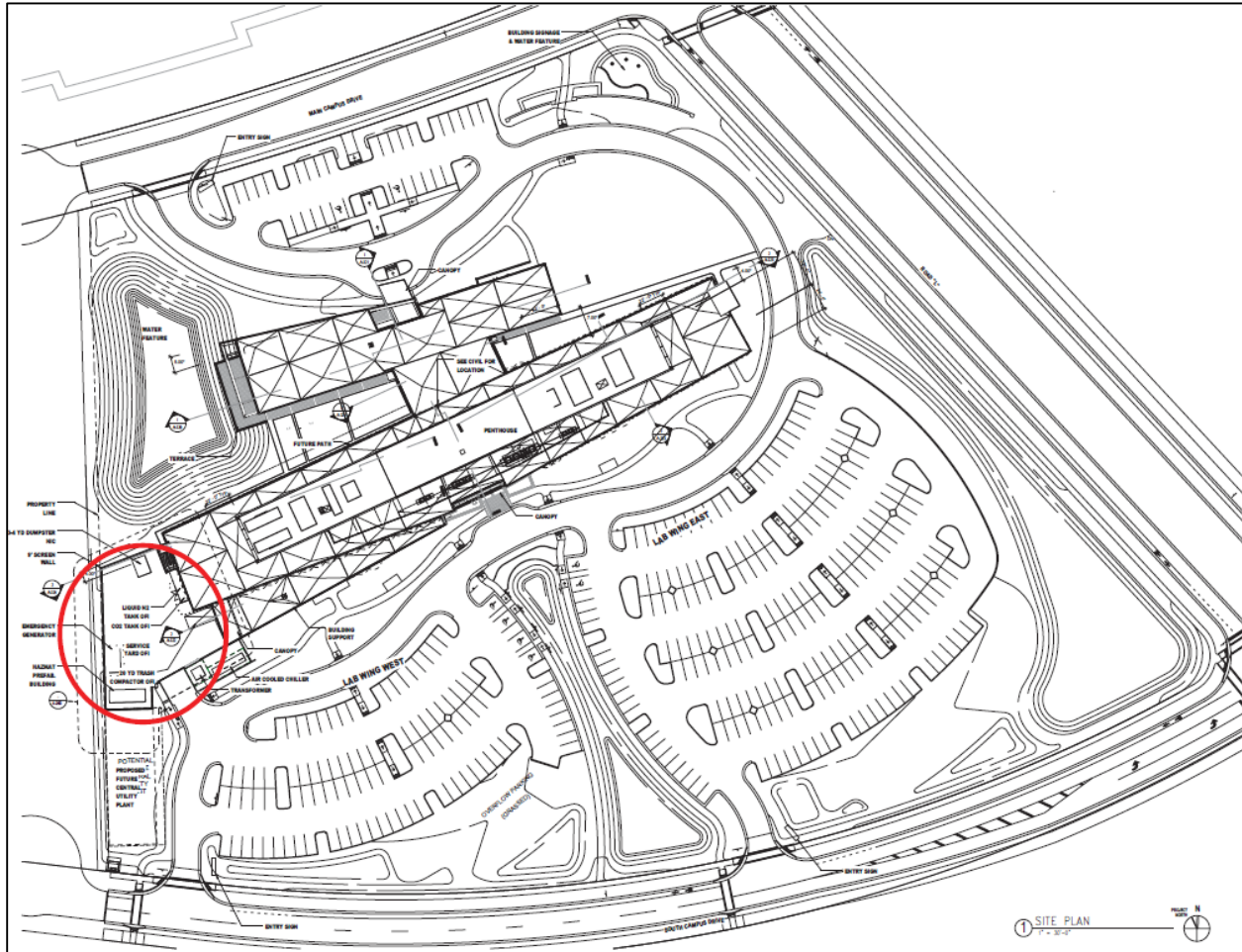


EXHIBIT C
[RESERVED]

EXHIBIT D

Tenant Improvements Work Letter

1. Tenant Improvements. Tenant shall construct or cause to be constructed, at its sole cost and expense, 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 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), mechanical system distribution within the Premises (e.g., ductwork, supply and exhaust grilles, thermostats, etc.), 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 \$11,400.00 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, and any specialized equipment used for cancer treatment;
- (c) Openings in the walls, ceilings, or floors, including all access panels and the proposed locations of all slab saw-cuts and trenching;
- (d) All electrical, air conditioning, life safety 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;
- (h) Variations to standard ceiling heights; and
- (i) Any and all modifications or alterations to the building envelope (including site work).

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, civil, 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) life safety systems; (17) electrical plans which provide projected power requirements for all special equipment belonging to Tenant; and (18) 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 materially 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, third party approvals required pursuant to the Restrictions, 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 construct and 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, within thirty (30) days following 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.

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 the Restrictions and 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 the Restrictions and 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 staging area and construction management, hoisting, systems interfacing, use of temporary utilities, storage of materials and access to the Premises.

Landlord also will 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 (and all such changes that affect the Building structure, exterior or footprint must be submitted and approved by third parties to the extent required by the Restrictions). 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; if Landlord does not respond within said five (5) business day period, Landlord shall be deemed to have approved the change order. 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, (iii) the Restrictions, and (iv) 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 either the Restrictions or Applicable Laws.

10. Rent Commencement Date. Any delay in the completion of the Tenant Work will have no effect on 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) 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. 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 or grossly negligent interference by Landlord or Landlord's contractors, subcontractors, materialmen, employees, or agents with the performance of the Tenant Work.

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.

(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 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: Jody Barry

Tenant: _____

The Alternative Representatives are:

Landlord: Barbara O'Hara

Tenant: _____

(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 _____, 20____, by and between **UCF ACADEMIC HEALTH, INC.**, a direct support organization of the University of Central Florida and its College of Medicine ("Landlord") and **SARAH CANNON RESEARCH INSTITUTE, LLC, a Delaware limited liability company qualified to do business in the State of Florida** ("Tenant").

RECITALS

I. On _____, 202____, Landlord and Tenant entered into the Clinical and Research 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, _____.

(b) Tenant's Base 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 Lease is in full force and effect and is hereby ratified and confirmed.

(h) 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.

(i) 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: SARAH CANNON RESEARCH INSTITUTE, LLC, a Delaware limited liability company qualified to do business in the State of Florida By: _____ Name: _____ Title: _____ Dated: _____
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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 Landlord 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 of not less than \$3,000,000 per occurrence and not less than \$3,000,000 in the annual aggregate covering bodily injury and property damage and \$3,000,000 products/completed operations aggregate; (b) Business Auto Liability covering owned, non-owned and hired vehicles with a limit of not less than \$1,000,000 per accident Combined Single Limit for Bodily Injury and Property Damage; (c) Worker's Compensation Insurance as required by state statute; (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 not less than \$3,000,000 per occurrence and not less than \$3,000,000 in the annual aggregate; (e) Umbrella Liability with limits not less than \$3,000,000 per occurrence/\$3,000,000 annual aggregate or such larger amounts as Landlord may prudently require from time to time; (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, 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; and (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.

The aforesaid policies must: (i) be provided at Tenant expense; (ii) name 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, with the exception of the policies of insurance described in subparagraphs (c), (d) and (f) above; (iii) be issued by an insurance company licensed in the State of Florida and having 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, and 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. 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. 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 must notify Landlord in writing of Tenant's election of such option not less than one hundred eighty (180) days prior to the date on which (but for such renewal) the Term would have expired. Such Extension Term shall commence on expiration of the Initial Term or the then current Extension Term, as the case may be; provided that, each Extension Term shall only be exercised once, if at all.

Unless otherwise agreed in writing in advance, Base Rent during the first Lease Year of any Extension Term ("Extension Rent") shall be the Base Rent due under this Lease on the day immediately prior to the commencement of such Extension Term, increased by three percent (3%), and Extension Rent shall be increased by three percent (3%) as of the first day of each subsequent Lease Year during the Extension Term. Tenant shall also continue to pay Additional Rent as required by this Lease. All other terms and provisions of this Lease shall apply during any Extension Term without modification.

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 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.

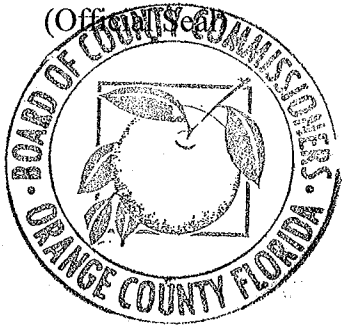
GRANTOR hereby releases all phosphates, metals, minerals and petroleum reservations, if any, it may have pursuant to Section 270.11, Florida Statutes.

[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.

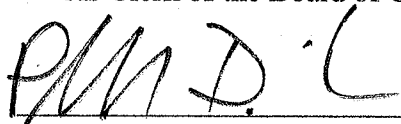
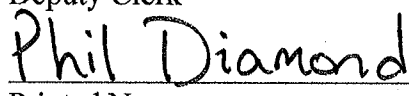


ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

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.