

## AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT (the "Agreement" or the "Contract") is made and entered into as of the Effective Date (defined below) by and between Orlando Utilities Commission, a Florida Statutory Commission ("Seller") and Orlando Health, Inc., a Florida not for profit corporation and/or its permitted assigns ("Buyer").

### RECITALS:

- A. Seller owns the real and personal property hereinafter more particularly described.
- B. The Seller's property is subject to the Florida Department of Environmental Protection Site Rehabilitation Completion Order Without Conditions dated October 4, 2012 (the "SRCO"), pursuant to which the Property has been remediated by Seller in accordance therewith and Buyer is aware of the SRCO.
- C. Buyer and Seller entered into a lease with a purchase option on or about April 21, 1997, as amended by First Amendment to Lease Agreement dated August 24, 2016 ("Lease"), pursuant to which Buyer may exercise a purchase option on Seller's property during the term of said Lease.
- D. Buyer desires to purchase the real and personal property owned by Seller for the price, on the terms, and under the conditions hereinafter set forth.
- E. Buyer has exercised its purchase option under the Lease.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained the parties hereto agree as follows:

1. RECITALS. The Recitals set forth above are incorporated herein by reference and made a part of this Agreement as fully as if set forth herein verbatim.

2. PROPERTY SUBJECT TO PURCHASE. Upon the terms and conditions herein set forth, Seller agrees to sell and Buyer agrees to purchase from Seller, the real and personal property in "AS-IS CONDITION" described as follows:

Lots 10, 11 and 12, Block F, Columbia Heights Annex, as recorded in Plat Book "J", Page 68, Public Records of Orange County, Florida

Seller shall transfer fee simple title to the above real property, as more specifically described in Exhibit "A", attached hereto and made a part hereof, together with all right, title and interest of Seller in and to all easements, rights-of-way, privileges, and appurtenances belonging or in any way appertaining thereto. Said real property and all rights, interests and estates appurtenant thereto, collectively referred to as the "Property".

3. PURCHASE PRICE AND METHOD OF PAYMENT. The total purchase price for the Property is Eight Hundred Thirty Three Thousand Five Hundred Dollars (\$833,500.00) subject to prorations and adjustments as provided in this Agreement (the "Purchase Price"), which Purchase Price may be allocated between real and personal property prior to closing as agreed upon by Seller and Buyer, and is payable as follows:

(a) As earnest money, Buyer shall within three (3) business days after the Effective Date of this Agreement, deliver to Mateer & Harbert, P.A. (the "Escrow Agent") to hold in escrow, in an interest bearing account as earnest money, the sum of Twenty Thousand (\$20,000.00) Dollars (the "Deposit"). Income earned on the Deposit shall constitute part of the earnest money. Except where indicated to the contrary in this Agreement, all of the Deposit shall become non-refundable upon the expiration of the Due Diligence Period.

(b) The Escrow Agent is acting as a stakeholder only with respect to the Deposit and if there is any dispute as to whether the Escrow Agent is obligated to deliver the Deposit or as to whom the Deposit is to be delivered, the Escrow Agent may refuse to make delivery and may continue to hold the Deposit until receipt by the Escrow Agent of an authorization in writing, signed by Seller and Buyer, directing the disposition of the Deposit; in the absence of any such written authorization, the Escrow Agent may hold the Deposit until a final determination of the rights of the parties in an appropriate proceeding or may bring an appropriate action or proceeding for leave to deposit the Deposit in a court of competent jurisdiction pending such determination; provided, however, that in the event that Buyer terminates this Agreement in accordance with its terms and requests the return of the Deposit prior to the expiration of the Due Diligence Period, Escrow Agent shall deliver Buyer the entire Deposit of Twenty Thousand and 00/100 (\$20,000.00), notwithstanding any contrary instruction of Seller. Seller and Buyer recognize that the Escrow Agent's duties hereunder are only as specifically provided herein and are purely ministerial in nature; and Seller and Buyer therefore agree that the Escrow Agent shall, so long as it acts in good faith, have no liability to either party except for its willful misconduct or gross negligence. Seller and Buyer do hereby indemnify the Escrow Agent against, and agree to hold, save, and defend the Escrow Agent harmless from, any costs, liabilities, and expenses incurred by the Escrow Agent in discharging its duties hereunder. Seller acknowledges that the Escrow Agent is counsel for Buyer and may continue to represent Buyer in the event of any dispute with respect to the Deposit.

(c) Buyer shall pay the balance of the Purchase Price to Seller by U.S. funds wire transferred to a bank account designated by Seller, payable on the Closing Date, subject to adjustments, prorations and credits.

4. EVIDENCE OF TITLE. Within thirty (30) days after the Effective Date, Seller shall order, obtain from Mateer & Harbert, P.A. (the "Title Agent"), and deliver to Buyer, at Seller's expense, an ALTA Title Insurance Commitment ("Commitment") with respect to the



Property, pursuant to which the Title Company agrees to issue an owner's policy of title insurance ("Owner's Policy") consistent with the Commitment in the amount of the Purchase Price effective as of the Closing Date of the Property. Seller shall be responsible for paying the premium for the Owner's Policy (except for premiums associated with any endorsements requested by Buyer, which shall be for Buyer's account). Buyer shall have until thirty (30) days after delivery of the Commitment to examine the Commitment ("Title Review Period"). In the event that title is found to be subject to any matter which materially and adversely affects the marketability except for the "Permitted Exceptions" (as hereinafter defined) Buyer shall, prior to the end of the Title Review Period, notify Seller in writing specifying such defects (the "Title Defects"). Any matters which Buyer fails to timely object to shall be deemed waived and shall be a Permitted Exception hereunder. Seller shall use its reasonable efforts, without the necessity of bringing a lawsuit or spending in excess of One Thousand (\$1,000.00) Dollars in the aggregate, to cause the Title Defects to be cured on or before Closing. On or before Closing, Buyer shall cause the Commitment to be updated with respect to the Property and if such update should reveal any matter materially and adversely affecting the marketability of title to the Property (as determined in accordance with the standards of the Florida Bar), other than the Permitted Exceptions, and not caused by, through or under Buyer or if Seller has not cured the Title Defects, Buyer shall notify Seller of same in writing and Seller shall have until thirty (30) days after the scheduled Closing to cure any such matters using Seller's reasonable efforts without the necessity of bringing a lawsuit or spending in excess of One Thousand (\$1,000.00) Dollars in the aggregate. The Closing Date shall be rescheduled to the date coincident with the date of cure. If Seller is unwilling or unable to cure such matters Seller shall so notify Buyer in writing and Buyer shall have the option to either: (i) accept title to the Property subject to such additional matters and Title Defects, as appropriate, as additional Permitted Exceptions without reduction in the Purchase Price or (ii) terminate this Agreement by written notice to Seller, whereupon this Agreement shall be deemed terminated, the Deposit shall be returned to Buyer, and both parties shall thereafter be released from all further obligations hereunder.

The following are herein referred to as the "Permitted Exceptions":

- (a) Taxes for the year of Closing and subsequent years not yet due or payable;
- (b) Zoning restrictions and prohibitions imposed by any governmental or quasi-governmental authority which do not affect Buyer's intended use of the Property, as determined by Buyer in its reasonable discretion;
- (c) Any and all requirements of the SRCO that bind the Property or its use;
- (d) Any exception that does not affect the marketability of title in accordance with the standards as adopted by the Florida Bar; and,
- (e) Any exception(s) mutually agreed upon in Owner's Policy.

5. CONVEYANCE OF PROPERTY. Title to the Property shall be conveyed to Buyer by Special Warranty Deed (the "Deed") free and clear of all liens and encumbrances and subject only to the Permitted Exceptions.

6. SURVEY. Buyer may, at Buyer's expense, have an ALTA survey of the Property prepared by a registered Florida surveyor. If Buyer objects to any items shown on the survey, Buyer shall so notify Seller in writing prior to the expiration of the Title Review Period and the same shall be treated in the same manner as Title Defects.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS. Seller makes the following representations and warranties, which are true and accurate as of the date hereof, and which shall continue to be true and accurate through and as of the Closing Date, and further covenants and agrees to the following:

(a) Owner. Seller is the fee simple owner of the Personal Property and fixtures and has the full right, title and authority to sell and convey the Property to Buyer. The Property title is held by Owner with the City of Orlando, who will be requested to join in the conveyance of the Property by Deed to Buyer.

(b) Authority. The execution of this Agreement has been authorized by Seller's governing board of commissioners.

(c) Pending Claims and Litigation. There is no litigation, suit, proceeding, action, claim, or investigation, at law or in equity, pending or, to Seller's actual knowledge, threatened against, or affecting in any way, the Property, or Seller's ability to own, operate or sell the Property.

(d) Compliance with Governmental Requirements. There are no violations of any applicable codes, rules, regulations, ordinances or laws relating to the Property. Seller has all licenses and permits required to occupy the Property and such licenses and permits shall be in full force and effect on the Closing Date. To the best of Seller's knowledge and belief, (i) there are no pending improvement liens to be made by any governmental authority with respect to the Property and (ii) there are no pending or threatened lawsuits with respect to the Property. All notices of violations of law or municipal ordinances, orders or requirements noted in or issued at any time prior to Closing by a governmental entity, agency or authority having jurisdiction over or affecting the Property shall be complied with or cured by Seller before, in conjunction with or out of the proceeds due to Seller at Closing.

(e) Violations of Law. This Contract and the consummation of the transaction contemplated hereby do not and will not contravene any provision of any existing law or regulation, order, decree, writ, injunction or recorded restriction to which Seller is subject or by which Seller is bound or constitute a breach or default under any agreement or other obligation to which Seller is a party or otherwise bound.



(f) Bankruptcy. There has not been filed by or against Seller a petition in bankruptcy or other insolvency proceedings.

(g) Condemnation. Seller has received no notice of any existing, pending or threatened condemnation actions with respect to any portion of the Property.

8. BUYER'S REPRESENTATIONS AND WARRANTIES. Buyer makes the following representations and warranties, which are true and correct as of the date hereof, and which shall continue to be true and accurate through and as of the Closing date:

(a) Organization and Authority. Buyer is a Florida not for profit corporation. Buyer has all requisite power, authority and approvals to execute and deliver this Agreement and the documents required in connection herewith, and to consummate the transactions contemplated herein. The execution, delivery and performance of this Contract by Buyer have been duly authorized and no consent of any other person or entity is required.

(b) Binding Obligations; Violations. All consents and approvals which may be required in order for Buyer to enter into this Agreement or consummate the transaction contemplated hereby have been obtained. This Agreement and all documents required hereby to be executed by Buyer are and shall be valid, legally binding obligations of and enforceable against Buyer in accordance with their terms. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction, or decree of any court, commission, bureau, or agency to which Buyer is subject or by which Buyer is bound, or constitute a breach or default under any agreement or other obligation to which Buyer is a party or otherwise bound.

(c) Bankruptcy. There has not been filed by or against Buyer a petition in bankruptcy or other insolvency proceedings.

(d) Pending Claims and Litigation. There is no litigation, suit, proceeding, action, claim, or investigation, at law or in equity, pending or, to Buyer's actual knowledge, threatened against, Buyer that would affect in any way Buyer's ability to own, operate or buy the Property. Buyer is not subject to any judgment, order, writ, injunction or decree of any court of any federal, state, municipal or other governmental authority.

9. ENVIRONMENTAL LIABILITY. Buyer acknowledges that Seller has disclosed to Buyer all information available to Seller on the condition of the site relative to any Hazardous Materials and the remediation done on the Property. Seller agrees to the following as a condition of this sale by Buyer:

(a) Buyer agrees to assume any and all environmental liability associated with the Property after Closing unless such liability is the result of Seller's failure to comply with the SRCO;

(b) Except as provided in 9(a) above, in completing its Due Diligence under Article 10 and proceeding to Closing, Buyer is assuming any and all future liability that may arise for environmental issues on the Property and which may be discovered as a result of the construction or other activities on the Property by Buyer;

(c) BUYER HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER, ITS DIRECTORS, BOARD MEMBERS, OFFICERS, EMPLOYEES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, ACTIONS, JUDGMENTS, COURT COSTS AND LEGAL OR OTHER EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND EXPENSES) (COLLECTIVELY "DAMAGES") WHICH SELLER MAY INCUR AS A DIRECT OR INDIRECT CONSEQUENCE OF THE GENERATION, RELEASE, THREATENED RELEASE, DISCHARGE, DISPOSAL, TRANSPORTATION OR PRESENCE OF ANY HAZARDOUS MATERIALS (OTHER THAN THOSE THAT WERE TO HAVE BEEN CLEANED UP BY SELLER TO THE EXTENT REQUIRED UNDER THE SRCO) ON THE PROPERTY AS A RESULT OF BUYER'S USE OF PREMISES AFTER CLOSING.

The terms of this Article 9 shall survive the Closing.

10. DUE DILIGENCE. Notwithstanding any other provision of this Agreement, Buyer shall have a period of ninety (90) days from the Effective Date ("Due Diligence Period") in which to review and examine the Property, including such physical, legal, zoning, land use, environmental and any other examinations of the Property approved by Seller, such approval not to be unreasonably withheld, as Buyer in its sole discretion may determine necessary. Buyer and Buyer's agents and contractors shall have the right to enter upon the Property at all reasonable times for purposes of making such inspections. At any time prior to the expiration of the Due Diligence Period, Buyer may terminate this Agreement if, in its sole discretion, Buyer determines that the Property is not acceptable to Buyer. Buyer may terminate this Agreement by delivering written notice thereof to Seller within the time period provided (the "Termination Notice"), whereupon the Deposit shall be refunded in full to Buyer and neither party shall have any further obligation or liability to the other under this contract except for those provisions which specifically survive the termination of this Agreement. Unless Buyer and Seller agree to extend the Due Diligence period, in the event that Buyer does not send the Termination Notice prior to the expiration of the Due Diligence Period, it shall be deemed to have waived the termination right under this Paragraph.

Buyer shall comply with the following provisions in performing its due diligence work:



(a) Buyer shall not perform any work related to its due diligence that would cause OUC to be in violation of the Florida Department of Environmental Protection Site Rehabilitation Completion Order Without Conditions dated October 4, 2012;

(b) In the event Closing does not occur, Buyer shall promptly return to Seller any documents obtained from Seller and copies of any surveys or other reports obtained during the Due Diligence Period;

(c) Buyer shall not suffer or permit any lien claim or charge of any kind whatsoever to attach to the Property or any part thereof; and

(d) Buyer, at Buyer's expense, shall promptly repair any damage to the Property caused by tests (with the prior approval of OUC for any destructive testing, not to be unreasonably withheld), inspections and investigations conducted by Buyer or its agents and shall indemnify and hold Seller and the City of Orlando harmless from and against any and all liabilities, costs and claims arising from Buyer's, due diligence work, except to the extent such liabilities, and costs or claims are caused by the gross negligence or willful misconduct of Seller or its agents.

Provided, however, the foregoing restrictions shall not be construed as preventing Buyer from disclosing pertinent information to its lender(s) and/or partner(s) or investors or financial advisors, attorneys, architects, engineers, contractors or accountants. The obligations of Buyer under the above subsections shall survive the termination of this Agreement.

11. NOTICE. Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party hereto in connection with this Agreement shall be in writing and shall be sent by: United States mail, postage prepaid, registered or certified, return receipt requested, to the addresses set forth below, or via hand delivery or via overnight nationally recognized delivery service to the addresses set forth below or to such other addresses as are from time to time specified by written notice delivered in accordance herewith.

If to Buyer:

Orlando Health, Inc.  
1414 Kuhl Avenue, MP 4  
Orlando, Florida 32806  
Attn: Matt Taylor, Vice President, Asset Strategy

With a copy to Buyer's attorney:

Mateer & Harbert, P.A.  
225 E. Robinson Street, Suite 600  
Orlando, Florida 32801  
Attn: Melissa Cupps Battles

If to Seller:

Orlando Utilities Commission  
100 W. Anderson Street  
Orlando, Florida 32801  
Attention:  
Telephone:

With a copy to Seller's attorney:

Orlando Utilities Commission  
100 West Anderson Street  
Orlando, Florida 32801  
Attention: W. Christopher Browder, General Counsel  
Telephone: (407) 423-9100

If to Escrow Agent or Title Agent:

Mateer & Harbert, P.A.  
225 E. Robinson Street, Suite 600  
Orlando, FL 32801  
Attention: Thomas R. Harbert, Esq.  
Telephone: (407) 425-9044

Any notice delivered by overnight courier shall be deemed to have been duly given, delivered or made on the first business day following the date the same is delivered to the overnight courier as established by the receipted bill. Any notice which is given, delivered or made by any manner other than by overnight courier shall be deemed to have been duly given, delivered or made upon actual receipt of the same by the party to whom the same is to be given, delivered or made. Either party may change the address to which notices are to be sent to such party by written notice to the other party specifying said change of address.

## 12. DEFAULT AND REMEDIES.

(a) Default by Buyer and Remedies of Seller. In the event Buyer defaults in the performance of any of Buyer's obligations under this Agreement and such default continues after twenty (20) days following notice thereof, Seller may terminate this Agreement and retain the Deposit as Seller's sole and exclusive remedy. If retained by Seller, the Deposit shall be and constitute consideration for the execution of this Agreement by Seller and as liquidated and agreed upon damages in full settlement of all claims hereunder, whereupon all parties shall be released from further liability hereunder. Seller and Buyer hereby agree and acknowledge that this provision for liquidated and agreed upon damages is a bona-fide provision for such and is not intended as a penalty or forfeiture. The parties understand that the binding of Seller to convey the Property to Buyer for the price and under the terms herein set forth and the



consequent knowledge within the market place of the fact that Seller has agreed to sell the Property for a particular price will, if Buyer defaults in performing this Agreement, occasion Seller damages which will be impossible to calculate with certainty, so that the parties, desiring to obviate the difficulties and expense of litigation and to limit the claim of Seller against Buyer in the event of Buyer's default, have agreed in good faith upon this provision for liquidated damages. The parties acknowledge and agree that the default notice shall not apply to a failure to timely close by either party.

(b) Default by Seller and Remedies of Buyer. In the event Seller defaults in the performance of any of Seller's obligations under this Agreement and such default continues after ten (10) days following notice thereof, Buyer shall have either of the following remedies and not others:

- i. Buyer shall have the right of action against Seller for specific performance; or
- ii. In the alternative, Buyer may elect to terminate this Agreement by written notice to Seller (with the Deposit returned to Buyer), whereupon all parties shall be released from liability hereunder except with respect to the indemnification provisions contained in this Contract.

13. BROKERS AND BROKERAGE COMMISSIONS. Buyer and Seller each represent and warrant to the other that neither has entered into any agreement, written or oral, with any person or entity as a result of which Seller or Buyer will become obligated to pay a finder's fee or broker's commission as a result of execution of this Agreement or consummation of the transactions provided for herein. Buyer agrees to indemnify and hold Seller harmless against any liability, loss, cost, damage or expense arising out of, or attributable to, any claim by any person or entity to a finder's fee or brokerage commission based upon an alleged agreement (written or oral) between such person or entity and Buyer. Seller agrees to indemnify and hold Buyer harmless against any liability, loss, cost, damage or expense arising out of, or attributable to, any claim by any person or entity to a finder's fee or brokerage commission based upon an alleged agreement (written or oral) between such person or entity and Seller. Each representation, warranty and agreement contained in this Paragraph shall survive termination, cancellation or rescission of this Agreement and shall survive closing and delivery of the special warranty deed.

14. DATE AND PLACE OF CLOSING. This Agreement shall be closed (the "Closing") in the offices of Mateer & Harbert, P.A. (the "Closing Attorneys") located at 225 E. Robinson Street, Suite 600, Orlando, FL 32801 or, in the alternative, by the parties delivering documents and funds in escrow, no later than ninety (90) days after the Due Diligence Period (the "Closing Date").

15. DELIVERIES FOR CLOSING.

(a) Seller. On the Closing Date, Seller shall deliver to Buyer the following:

- i. A duly executed and acknowledged Special Warranty Deed conveying to Buyer title to the Property and improvements free and clear of all liens, claims, easements, limitations, restrictions or encumbrances of any nature whatsoever, subject only to the Permitted Exceptions, if any.
- ii. Such affidavits, beneficiary consents, instruments or certified copies of resolutions in form reasonably satisfactory to the Title Agent and Title Company to the effect that the signatures on the deeds and other instruments conveying title to the Property are sufficient to bind Seller and convey the Property to Buyer, that all requisite approvals under the Charter of Seller have been obtained, and that all the conveyances are not prohibited or restricted in any way by said Charter.
- iii. A certificate of Seller that all of the representations are materially true and accurate as of the Closing Date.

(b) Buyer. On the Closing Date, Buyer shall deliver to Seller the following:

- i. Simultaneously with Seller's delivery at the Closing of the Deed, affidavits, and other documents described above, Buyer shall pay to Seller the balance of the Purchase Price, as adjusted for prorations and credits.
- ii. Instructions from Buyer directing Escrow Agent to pay the Deposit to Seller or any other person as Seller shall designate.
- iii. A certificate of Buyer that all of the representations are materially true and accurate as of the Closing Date.
- iv. Any other document reasonably required by the Title Agent, Title Company and/or Closing Attorneys.

(c) Seller and Buyer. Seller and Buyer shall, on the Closing Date, each execute, acknowledge (as appropriate) and deliver to the other the following documents:



- i. Such evidence of authority and good standing with respect to Seller and Buyer which may be reasonably required by the Title Agent and Title Company.
- ii. An executed Closing statement in customary form.
- iii. Any transfer tax returns required under any tax laws applicable to the transactions contemplated herein.
- iv. All instruments necessary to effectuate compliance with Section 1445 of the Internal Revenue Code of 1986, as amended (hereinafter referred to as the "Code") and the regulations promulgated thereunder.
- v. Any other affidavit(s), document or instrument required to be delivered by Seller or Buyer pursuant to the terms of this Agreement.

(d) Seller Conditions of Closing. Seller's obligations to close on the sale of the Property as contemplated under this Agreement are conditioned upon the satisfaction of the following on or before the Closing Date:

- i. Delivery by Buyer of all required deliveries under this Article 14 at or before Closing Date.
- ii. Payment by Buyer in full the Purchase Price and applicable Closing Costs at or before the Closing Date.
- iii. Approval and execution by the City of Orlando of those Closing documents that require City of Orlando signature in substantially the same form as provided by Seller to Buyer or, in the alternative, execution by the City of Orlando of those closing documents that require City of Orlando's signature in a form acceptable to Seller, Buyer and the City of Orlando.

(e) Buyer Conditions of Closing. Buyer's obligations to close on the sale of the Property as contemplated under this Agreement are conditioned upon the satisfaction of the following on or before the Closing Date:

- i. Delivery by Seller of all required deliveries under this Article 14 at or before Closing Date.
- ii. Delivery of the Deed and Title Policy by Seller at or before the Closing Date.
- iii. Approval and execution by the City of Orlando of those Closing documents that require City of Orlando signature in substantially the same form as provided by Seller to Buyer or, in the alternative,

execution by the City of Orlando of those closing documents that require City of Orlando's signature in a form acceptable to Seller, Buyer and the City of Orlando.

(f) Failure of Conditions Precedent. In the event that the conditions precedent to closing for either Buyer or Seller (as the case may be) are not met, the Party whose conditions have not been met may cancel this transaction by Termination Notice given to the other Party prior to the Closing Date, in which event Escrow Agent shall return the non-refundable portion of the Deposit to Buyer if before the expiration of the Due Diligence Period, or if the failed condition is (a) as to termination by Seller, any of those listed in Sections 14(d)(i) and (b) as to termination by Buyer, any of those listed in Section 14(e). After such termination, both parties shall be released from all further obligations under this Agreement except those which expressly survive by their terms.

16. EXPENSES. Seller shall be responsible for the cost of the documentary stamps and intangible taxes or surtaxes, if any, to be affixed to the deed and any other instruments of conveyance required to transfer title to the Property to Buyer. Buyer shall pay the cost to record such instruments and any commission due the Buyer's broker, if any. Buyer shall pay the cost of any survey of the Property, the cost of curing any title or survey defects under one thousand dollars in value (\$1,000.00), including the cost to prepare and record any corrective instruments, and the commission of the Seller's Broker. Each party shall pay their respective attorneys' fees. The premium and all other costs associated with the title insurance commitment and owner's title insurance policy referred to in Paragraph 5 above shall be paid by Seller. Buyer shall pay all recording and title insurance costs relating to its mortgage loan financing, if any. Buyer shall also pay all costs in connection with environmental inspections, site surveys, tests and studies undertaken and other expenses associated with Due Diligence items.

17. PRORATIONS AND ADJUSTMENTS. As of Closing, Buyer shall take possession of the Property. As of the Closing Date, the following shall be prorated:

(a) Water charges and sewer charges (if any) to the extent possible by cut-off bills to the Closing Date;

(b) Real estate taxes, personal property taxes, and other charges, if any, on the basis of the year for which assessed, and pursuant to the evidence (assessment and rate) thereof available at Closing. If, however, subsequent to Closing, by reason of change in assessment or change in rate or for any other reason, real estate taxes, personal property taxes or other charges for the year covered by the apportionment should be determined to be higher or lower than those that are apportioned, a new computation and retroactive adjustment shall be made between Seller and Buyer, provided, however, that no adjustment shall be made by reason of action taken by Buyer subsequent to the Closing. Real estate taxes, personal property taxes and other charges due for years prior to Closing shall have been paid by Seller;



(c) Electricity and other utilities (if any), which apportionment shall be made, to the extent possible, by cut-off bills to the Closing Date, with each party being responsible for its own utility bills. Adjustment for the period prior to Closing not within the bill, if any, shall be made by an estimate based on the average use per day for the month of Closing subject to reapportionment when actual figures are available;

(d) Prepaid expenses, including but not limited to, prepaid licenses, prepaid permits to the extent same are assigned to Buyer.

18. RISK OF LOSS. If, prior to the Closing, any part of the Property is damaged or destroyed then Seller shall immediately notify Buyer in writing of such fact which notice shall describe the casualty. Seller shall have the option to either: (1) repair said damage (so long as repairs can be completed prior to the Closing Date) and proceed with the Closing; or (2) offer the Property to the Buyer as-is with the damage and (i) if accepted by the Buyer, proceed with the Closing as-is and assign to Buyer any claim or cause of action Seller may have against any third party that may have caused the damage or (ii) if not accepted by the Buyer as-is, cancel the Agreement and return the Deposit to Buyer.

19. CONDEMNATION. If prior to the Closing all or any portion of the Property is taken by eminent domain or condemnation by a body having the power of eminent domain or condemnation, or is sold in lieu thereof, or Seller receives a written threat of such eminent domain or condemnation by a body having the power of eminent domain or condemnation, then Buyer may elect to terminate this Agreement by giving Seller notice to such effect prior to the Closing. If Buyer shall so elect to terminate this Agreement, Escrow Agent shall forthwith return to Buyer the Deposit, together with any interest earned thereon, whereupon this Agreement and all rights, duties, and obligations created or granted hereunder shall be terminated. If Buyer does not elect so to terminate this Agreement prior to the Closing, then this Agreement shall remain in full force and effect, and the purchase contemplated herein, less any portion of the Property taken by eminent domain or condemnation or sold in lieu thereof, shall be effected without reduction in the Purchase Price, and Seller shall, at the Closing, assign, transfer, and set over unto Buyer all of Seller's right, title, and interest in and to any awards or proceeds payable in connection with the taking or sale of such portion of the Property.

20. ASSIGNMENT. The terms and conditions of this Agreement are hereby made binding on the executors, heirs, administrators, successors and assigns of the parties hereto. This Agreement shall not be assigned by either party without the express written consent of the other in its sole discretion.

21. MISCELLANEOUS.

(a) The covenants herein contained shall bind, and the benefits and advantages hereof shall inure to, the respective heirs, personal representatives, successors and assigns of the parties hereto; provided, however, that the foregoing provisions of this sentence shall not be construed to permit, authorize, recognize or legitimize any assignment in violation of the provisions hereof. Whenever used herein, the singular

number includes the plural, the plural the singular, and the use of any gender includes all genders.

(b) This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. Venue shall be in Orange County, Florida.

(c) This Agreement (and all exhibit(s) hereto) constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof. There are no other agreements, written or oral, between the parties with respect to the subject matter hereof except those contained in this Agreement. No modification, amendment or waiver of any provision or term of this Agreement shall be valid and binding upon the parties unless in writing and executed by the parties to be bound thereby.

(d) The paragraph headings herein contained are inserted for convenience of reference only and shall not be deemed to be a part of this Agreement; they shall be ignored in construing this Agreement.

(e) This Contract shall become effective on the date on which the last one of Buyer or Seller has signed it ("Effective Date").

(f) Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next full business day.

(g) This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto, executed at least one such counterpart.

(h) Buyer acknowledges receiving the following disclosure on the part of Seller as required by applicable Florida Statutes:

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

(i) In connection with any litigation, including appellate and/or bankruptcy proceedings, arising out of, under or relating to this Agreement or to the



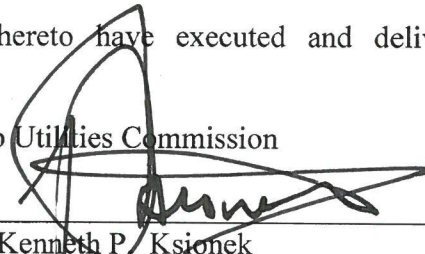
Property, or in connection with any action for rescission of this Agreement or for declaratory or injunctive relief, the prevailing party shall be entitled to recover such party's out-of-pocket costs and reasonable attorneys' and paralegals' fees, on appeal or otherwise.

(j) The fact that one of the parties to this Agreement may be deemed to have drafted or structured any provision of this Agreement shall not be considered in construing or interpreting any particular provision of this Agreement, either in favor of or against such party.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable the same as if such invalid or unenforceable provision had never comprised a part of the Agreement; and the remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the day and year indicated below.

Orlando Utilities Commission

By:   
Kenneth P. Ksionek  
General Manager and Chief Executive Officer


Attest:



Name: ELIZABETH M. MASON

Title: ASSISTANT SECRETARY

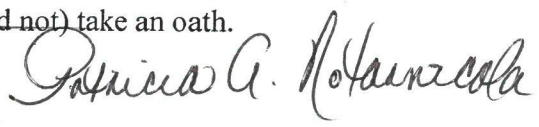
Approved as to form and legality  
OUC Legal Department

DATE: 12/20/17 BY: 

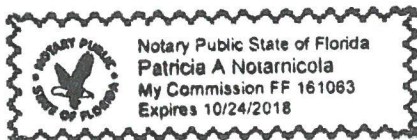
STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 20th day of December, 2017, by Kenneth P. Ksionek, General Manager and Chief Executive Officer of the Orlando Utilities Commission, who is personally known to me ~~or who has~~ produced \_\_\_\_\_ as identification and who ~~(did/did not)~~ take an oath.

NOTARY PUBLIC

Printed Name of Notary 

My commission expires: \_\_\_\_\_



WITNESSES:

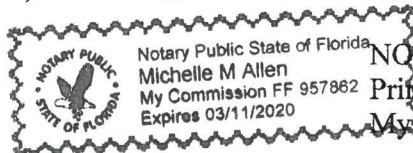
Michelle Allen  
Angela Howard

ORLANDO HEALTH, INC.

Matthew S. Taylor  
By: Matthew S. Taylor  
Title: VP, Asset Strategy  
Date: 12/19/2017

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19 day of December, 2017, by, Matthew S. Taylor as Vice President, Asset Strategy of Orlando Health, Inc., a Florida not for profit corporation, on behalf of said company. He is personally known to me or who has produced \_\_\_\_\_ as identification and who (did/did not) take an oath.



NOTARY PUBLIC Michelle Allen  
Printed Name of Notary Michelle Allen  
My commission expires: 3/11/20

Escrow provisions hereof agreed to this 22 day of Dec., 2017.

Mateer & Harbert, P.A.

By: [Signature]



EXHIBIT "A"

Legal Description and Property Maps


Lots 10, 11 and 12, Block F, Columbia Heights Annex, as recorded in Plat Book "J", Page 68,  
Public Records of Orange County, Florida.



 **Toll Road**
**Road Under Construction**

## Lot Line

**Governmental  
Institutional  
Mac**


**Waste Land**

Block 1

6	Lot Number
06050	Parcel Number
3106	Parcel Address
111.9	Parcel Dimension



Daily Worker  
1936

SLIGH BLVD

Daily Traffic  
1,750

LUCERNE TER