

DRAFT 05/~~1503~~/2019

LEASE OF SPACE

**THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES,
a public body corporate**

LANDLORD

and

FLORIDA HEALTH SCIENCES CENTER, INC., a Florida not for profit corporation

TENANT

DATED: _____, 2019

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LEASE OF SPACE

THIS LEASE OF SPACE (this "Lease") is entered into as of the ____ day of _____, 2019 (the "Effective Date") by and between The University of South Florida Board of Trustees, a public body corporate, and Florida Health Sciences Center, Inc., a Florida not for profit corporation, for the purpose of building a strategic relationship to improve and advance the delivery of healthcare across the region, while continuing to innovate through research and teach USF medical students, residents and fellows

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. Date of Lease. _____, 2019.

1.2. Landlord. The University of South Florida Board of Trustees

1.3. Tenant. Florida Health Sciences Center, Inc.

1.4. Premises. Approximately 25,113 square feet of space subject to adjustment as provided in Section 3.7 below, within the building (the "Building") to be constructed upon the land located in Tampa, 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 and consist of: approximately 6,501 square feet of space on the ground floor of the Building (the "Ground Floor Premises"); approximately 8,933 square feet of space on the 9th floor of the Building (the "9th Floor Premises"); and approximately 9,679 square feet of space on the 12th floor of the Building (the "12th Floor Premises"). The Building, the Land and the Common Areas (defined in Section 4.2 below) are sometimes collectively referred to herein as the "Property".

1.5. Commencement Date. The date that is one hundred eighty (180) days after the Delivery Date (as defined in Section 2.2 below).

1.6. Initial Term. Twenty-five (25) 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 Commencement Date, provided that if the 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 Commencement Date through the end of the month in which the Commencement Date occurs and shall end on the anniversary of the last day of the month in which the Commencement Date occurs.

1.8. Permitted Use. Urgent care facility, pharmacy, imaging (on first floor only), radiology (on first floor only), executive wellness, concierge medicine, cardiology, administrative uses, doctor's offices for purposes of seeing patients, and other uses that are approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed, all in conformity with all applicable federal, state, municipal, and local laws, codes, ordinances, rules and regulations having jurisdiction over the Building and the Land. If Landlord does not approve any proposed changes to the Permitted Use, then Landlord shall provide Tenant with specific reasons for such disapproval.

1.9. Base Rent. As Base Rent for the Premises, Tenant shall prepay to Landlord the sum of Twenty Million Dollars (\$20,000,000), payable in accordance with Section 3.1 below.

1.10. Operating Expenses. Defined in Section 3.3 below.

1.11. Operating Expense Base. \$10.00 per square foot.

1.12. Tenant's Proportionate Share. Tenant's allocated share ("Proportionate Share") for purposes specified in this Lease shall be ~~calculated by dividing the number of square feet contained in the Premises, or the applicable portion thereof, by the number of square feet contained in the Building (which Landlord estimates to be [TBD] square feet)~~ ten percent (10%). Tenant's Proportionate Share for the Ground Floor Premises is stipulated to be 2.6%. Tenant's Proportionate Share for the 9th Floor Premises is stipulated to be 3.6%. Tenant's Proportionate Share for the 12th Floor Premises is stipulated to be 3.8%.

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1.13. Notice Addresses.

Landlord

The University of South Florida Board of Trustees
4202 East Fowler Avenue, CGS 301
Tampa, Florida 33620
Attn: CFO
Telephone: (813) 974-3297

With a copy to:
Office of General Counsel
4202 East Fowler Avenue, CGS 301
Tampa, Florida 33620
Attn: Hilary Black
Senior Associate Counsel
Telephone: (813) 974-0749
Email: hblack@usf.edu

With a copy to:
Foley & Lardner LLP
100 N. Tampa Street, Suite 2700
Tampa, Florida 33602
Attn: Stephen J. Szabo, III
Telephone: (813) 225-4193
Email: sszabo@foley.com

Tenant

Florida Health Sciences Center, Inc.
P.O. Box 1289
Tampa, Florida 33601
Attn: Controller
Telephone : (813) 844-4615
Facsimile: (813) 844-4595

With a copy to:
Carlton Fields
4221 West Boy Scout Boulevard
Suite 1000
Tampa, Florida 33607
Attn: Joel B. Giles
Telephone: (813) 223-7000

1.14. Extension Term. One (1) additional term of ten (10) Lease Years (the "Extension Term"). The Extension Term shall be on the same terms and conditions as are set forth in this Lease, except that the Base Rent shall be equal to the mutually agreed fair market rental value for the Premises. If Landlord and Tenant are not able to agree to the fair market rental value for the Extension Term on or before the date that is one hundred eighty (180) days prior to the end of the Initial Term, then this option to extend the Initial Term shall be null and void.

ARTICLE II

LEASE TERM AND PREMISES

2.1. Lease of Premises for Lease Term. Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord for the Initial Term, unless earlier terminated or extended pursuant to the terms and conditions of this Lease. For purposes of this Lease, the term "Lease Term" shall mean the Initial Term, together with any Extension Terms that have become effective in accordance with the terms of this Lease.

2.2. Possession. Landlord shall deliver the Premises to Tenant with the work set forth in **Exhibit D-1** and **Exhibit D-2** (collectively, "Landlord's Work") Substantially Complete (defined below). Landlord anticipates delivery of the Premises to occur on or before February 1, 2020, subject to Force Majeure Events (as defined in Section 14.11 below). The term "Substantial Completion" or "Substantially Complete" as used in the Lease and herein shall mean the delivery of written notice to Tenant of the completion of construction of the Landlord Work with the exception of minor details of construction, installation, or mechanical adjustments and any other items on the punch list agreed to by Landlord and Tenant. The date on which Landlord delivers the Premises to Tenant with Landlord's Work Substantially Complete is referred to as the "Delivery Date." Tenant may make modifications to the Building required to accommodate the imaging center in the Ground Floor Premises, as set forth in **Exhibit D-3**, at Tenant's sole cost and expense.

2.3. Early Access. Tenant and its agents may enter the Premises prior to the Substantial Completion of Landlord's Work, at no charge to Tenant, to construct the Tenant Improvements (defined below), to install Tenant's furniture, fixtures, and equipment, and to perform such decorative or other finishing work as Tenant may desire (collectively, "Tenant's Work"), provided that Tenant's Work in no way interferes with the performance of Landlord's Work or Landlord's construction of the Building and such entry shall be subject to all of the terms and conditions of this Lease, excluding the payment of Rent. Prior to any entry onto the Premises by Tenant or its agents or contractors, Tenant shall furnish to Landlord proof of the insurance coverages required of Tenant under this Lease. Landlord and Tenant shall cooperate with respect to the performance of Landlord's Work and Tenant's Work. Each of Tenant and Landlord shall use commercially reasonable efforts to cause their respective general contractors to cooperate with each other in the performance of Tenant's Work and Landlord's Work. In the event Landlord, in its commercially reasonable discretion, determines that the performance by Tenant or any of its agents of any of Tenant's Work is impeding or impairing in any way the performance of Landlord's Work, then Tenant shall cease such Tenant's Work until the receipt of notification from Landlord or Landlord's contractor that Tenant may once again enter the Premises to perform Tenant's Work. Tenant and its agents shall have the free, non-exclusive use of the Building's loading docks, freight elevators, and reasonable construction parking in connection with Tenant's Work, and Tenant and its agents shall not be charged for the use of electrical, HVAC, or life safety systems within the Premises during the performance of Tenant's Work prior to the Commencement Date.

2.4. Acceptance of Premises. On a date determined by Landlord and Tenant promptly after Substantial Completion of Landlord's Work, Tenant, Landlord, and Landlord's general contractor shall together inspect the Premises for any defects or deficiencies in the construction of Landlord's Work, and create a "Punch List". Any occupancy, use or other acceptance of possession of the Premises by Tenant 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 those matters included on the Punch List and latent defects that Tenant could not have reasonably discovered during its inspection of the Premises on or before the Commencement Date and that are discovered by Tenant and specified in written notice delivered to Landlord within the later of (i) one (1) year of the

Commencement Date, or (ii) such longer period of time for which a warranty from a third party exists in excess of one (1) year of the Commencement Date (collectively, "Latent Defects"), if any. Promptly after the 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 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 of expiration or earlier termination of this Lease (the "Termination Date"), 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, and otherwise in the same condition as received by Tenant, except for the Tenant Improvements, and except for ordinary wear and tear and damage by casualty and condemnation. Any alterations, additions or improvements made by Tenant (collectively, "Alterations") that are not removed by Tenant by the Termination Date 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 Tenant shall pay Base Rent monthly at an amount equal to one hundred fifty percent (150%) of the rent applicable to the period immediately prior to the Termination Date, calculated based on the Base Rent being amortized over the Term at an interest rate of four percent (4%) per annum.

ARTICLE III

RENT, OPERATING EXPENSES AND OTHER CHARGES

3.1. Base Rent. Tenant shall prepay Base Rent for the Initial Term to Landlord on or before July 1, 2019 (the "Base Rent Payment Date"), plus any applicable sales tax due thereon. Tenant's prepayment of Base Rent 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 3.3 below), interest, late charges, fees, charges and other amounts payable by Tenant under this Lease other than Base Rent are called "Additional Rent." The term "Rent" shall mean Base Rent and Additional Rent and all applicable sales tax.

Tenant's payment of Rent together with any applicable sales tax, if any, shall be made payable to Landlord in lawful money of the United States of America, and shall be mailed or delivered to Landlord at the following address or such other address as Landlord shall designate in writing:

The University of South Florida Board of Trustees
Attention: CFO
4202 East Fowler Avenue, CGS301
Tampa, Florida 33620

3.3. Operating Expenses.

(a) **Operating Expenses Defined.** The term "Operating Expenses" means all real property and other taxes (to the extent applicable), assessments, insurance, and all other obligations, levies, fees,

charges, costs, expenses and other obligations of any kind incurred by Landlord in connection with the ownership, use, operation, leasing, maintenance, repairs and replacement of the Property during the Lease Term, together with reserves for any of same, including, without limitation, all other costs of any kind paid or incurred by Landlord in connection with the operation or maintenance of the Building and the Land, and costs of repairs and replacements to improvements within the Building as appropriate to maintain the Building as required hereunder; costs of utilities furnished to the Common Areas and the Land; sewer fees; cable television; trash collection; cleaning, including windows; heating, ventilation and air-conditioning ("HVAC"), chilled water, electricity costs (unless the Premises is separately metered); maintenance of landscaping and grounds; maintenance of drives and parking areas; maintenance of the roof; security services and devices; building supplies; maintenance or replacement of equipment utilized for operation and maintenance of the Building and the Land; license, permit and inspection fees; sales, use and excise taxes on goods and services purchased by Landlord in connection with the operation, maintenance or repair of the Building systems and equipment; telephone, postage, and other expenses incurred in connection with the operation, maintenance or repair of the Building and the Land; Common Area maintenance charges or other pass-through expenses; accounting, legal and other professional fees and expenses incurred in connection with the Building; costs of furniture, draperies, carpeting, landscaping supplies, and other customary and ordinary items of personal property provided by Landlord for use in Common Areas; capital expenditures incurred (i) in replacing obsolete equipment, (ii) for the primary purpose of reducing Operating Expenses or (iii) required by any governmental authority to comply with changes in Applicable Laws or to ensure continued compliance with Applicable Laws, in each case amortized over the useful life thereof, as reasonably determined by Landlord, in accordance with generally accepted accounting principles; costs of complying with Applicable Laws; costs to keep the Building in compliance with, or costs or fees otherwise required under or incurred pursuant to any Restrictions (defined below) imposed against the Land, including insurance premiums and including premiums for commercial general liability, property casualty, earthquake, terrorism and environmental coverages; portions of insured losses paid by Landlord as part of the deductible portion of a loss pursuant to the terms of insurance policies; service contracts; costs of services of independent contractors retained to do work of a nature referenced above; and proportionate share of the costs of compensation (including employment taxes and fringe benefits) of all persons who perform regular and recurring duties connected with the day-to-day operation and maintenance of the Building and the Land, its equipment, the adjacent walks, landscaped areas, drives and parking areas, including janitors, floor waxers, window washers, watchmen, gardeners, sweepers, handymen, and engineering/maintenance/facilities personnel.

Notwithstanding the foregoing, Operating Expenses shall not include:

- (i) Depreciation and amortization (except as specifically provided above with respect to amortization);
- (ii) Expenses incurred by Landlord to prepare, renovate, repaint, redecorate or perform any other work in any space leased to an existing tenant or prospective tenant of the Building;
- (iii) Expenses incurred by Landlord for repairs or other work occasioned by fire, windstorm, or other insurable casualty or condemnation, except to the extent of a commercially reasonable deductible amount or to the extent not covered by the insurance required under this Lease (whether or not such insurance is actually obtained);
- (iv) Expenses incurred by Landlord to lease space to new tenants or to retain existing tenants including without limitation legal fees and disbursements leasing commissions, advertising and promotional expenditures, and costs incurred in connection with the selling or change of ownership of the Building, including brokerage commissions, consultants', attorneys' and accountants' fees, closing costs, title insurance premiums, transfer taxes and interest charges;

(v) Expenses including without limitation legal fees and disbursements incurred by Landlord to resolve disputes, enforce or negotiate lease terms with prospective or existing tenants or in connection with any financing of the Building;

(vi) Expenses for the replacement of any item covered under warranty to the extent such replacement is actually paid for or provided by the warranty;

(vii) Cost to correct any penalty or fine incurred by Landlord due to Landlord's violation of any federal, state, or local law or regulation and any interest or penalties due for late payment by Landlord of any of the Building Operating Expenses;

(viii) Expenses for any item or service not provided to Tenant but provided to any other tenants in the Building, and any costs for services or utilities provided to other tenants in the Building which are materially in excess of those which are to be provided to Tenant under this Lease without additional or separate charge;

(ix) Landlord's general corporate overhead and administrative expenses except if it is solely for the Building. These expenses include employee training programs, tenant relationship expenses, recruiting/placement fees, costs of any business licenses regardless if such costs are considered a form of real estate taxes, health/sports club dues, employee parking and transportation charges, Landlord's membership and business organization fees, etc.;

(x) Any expense for which Landlord is compensated by rent loss insurance or otherwise through the proceeds of insurance or for which Landlord would have been compensated by insurance proceeds had it carried the coverage required in this Lease or is otherwise compensated by any tenant of the Building. Operating Expenses may include costs up to the limit of commercially reasonable deductibles payable by Landlord;

(xi) Fees or costs paid to affiliates of Landlord to the extent that such fees exceed the customary amount charged for the services provided;

(xii) Costs of purchasing sculptures, paintings and other objects of art located on or in the Building;

(xiii) Costs associated with the removal of substances defined as "Hazardous Substances" or "Hazardous Materials" brought onto or stored on the Premises by Landlord or other tenants of the Building, excluding light bulbs, under federal, state or local laws in effect as of the date of this Lease, except if caused by Tenant, its agents, employees or contractors;

(xiv) Costs arising from Landlord's charitable or political contributions;

(xv) Travel and entertainment costs;

(xvi) Costs of gifts;

(xvii) Any interest or penalties incurred as a result of Landlord's failure to timely make tax payments or to file any tax information or returns when due (including any additional interest or penalty resulting from the failure to pay taxes in time to receive the greatest discount for early payment);

(xviii) Rentals for items (except when needed in connection with normal

repairs and maintenance of permanent systems) which, if purchased rather than rented, would constitute a capital improvement which is specifically excluded above; and

(xix) Any costs and expenses related to the initial construction of the Building.

Operating Expenses for the calendar year in which Tenant's obligation to share therein commences and for the calendar year in which such obligation ceases shall be prorated on a basis reasonably determined by Landlord. Expenses such as taxes, assessments, and insurance premiums that are incurred for an extended time period shall be prorated based upon the time periods to which they apply so that the amounts attributed to the Premises relate in a reasonable manner to the time period wherein Tenant has an obligation to share in Operating Expenses.

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 had the Building been fully occupied, and the amount so determined shall be deemed to have been the Operating Expenses for such year. Tenant agrees that any portion of the Building used by Landlord shall be deemed occupied. In no event shall Landlord collect more than one hundred percent (100%) of actual Operating Expenses incurred for the applicable period pursuant to this provision. Landlord will equitably adjust Operating Expenses to account for any Operating Expense any tenant of the Building, including Tenant, pays directly to a service provider.

(b) **Payment.** Within a reasonable period of time after the end of each calendar year during the Lease Term, Landlord may provide an estimate of Tenant's Proportionate Share of Operating Expenses for the then-current calendar year to Tenant in writing. Commencing on the Commencement Date and continuing on the first day of each month during the Lease Term thereafter, Tenant shall pay to Landlord (i) one twelfth (1/12) of Tenant's Proportionate Share of the Operating Expenses for the Ground Floor Premises estimated for the then-current calendar year, and (ii) one twelfth (1/12) of Tenant's Proportionate Share with respect to the 9th Floor Premises and 12th Floor Premises of the amount by which the total Operating Expenses estimated for the then-current calendar year exceeds the Operating Expense Base.

(c) **Annual Reconciliation.** Within ninety (90) days following the end of each calendar year, Landlord shall furnish to Tenant a statement covering the calendar year just expired showing the Operating Expenses, Tenant's Proportionate Share of the Operating Expenses for the Ground Floor Premises, the amount by which Tenant's Proportionate Share of the Operating Expenses for the 9th Floor Premises and 12th Floor Premises for such year exceeds the Operating Expense Base, and the payments made by Tenant with respect to such year ("Landlord's Statement"). Any additional sum due from Tenant to Landlord shall be due and payable within thirty (30) days after receipt of an invoice therefor. If the amounts paid by Tenant pursuant to this Section exceed the amount due from Tenant for the previous calendar year, then Landlord shall credit the difference against the Rent next due and owing from Tenant; provided that, if the Lease has expired or been terminated, Landlord shall accompany Landlord's Statement with payment for the amount of such difference.

3.4. Audit. Within one hundred eighty (180) days following Tenant's receipt of Landlord's Statement, Tenant, or its duly authorized representative, may provide Landlord with written notice disputing the accuracy or appropriateness of Landlord's Statement. Thereafter, Tenant or its duly authorized representative may initiate and perform audits, inspections or attestation engagements over Landlord's records for the purpose of reviewing Landlord's Statement and calculation of Tenant's Proportionate Share of Operating Expenses. Free and unrestricted access will be granted to all of Landlord's records directly pertinent to this Lease and the calculation of Tenant's Proportionate Share of Operating Expenses. In the

event Landlord maintains its accounting or lease information in electronic format, upon request by Tenant or Tenant's auditors, Landlord will provide a download or extract of data files in a computer readable format acceptable to Tenant at no additional cost. Tenant has the right during the audit to make photocopies of records as needed. Landlord agrees to deliver or provide access to all records requested by Tenant's auditors within twenty (20) calendar days of the initial request from Tenant and to deliver or provide access to all other records requested during the audit within ten (10) calendar days of each request. Failure to timely deliver such information shall be a default under this Lease, subject to the notice and cure provisions set forth in this Lease. If such audit reveals that Landlord owes Tenant any amount for an overstatement, Tenant will receive a credit in the amount of such overstatement, to be applied against Tenant's next ensuing monthly payment(s) of its Proportionate Share of Operating Expenses (or, if this Lease has expired or been terminated, such amount will be paid to Tenant within thirty (30) days of the statement). If such audit reveals that Landlord has overstated Tenant's Proportionate Share of Operating Expenses by more than five percent (5%), in addition to receiving a credit for the amount of the overstatement, Tenant shall receive a credit for its reasonable costs incurred in connection with performing the audit.

3.5. Personal Property Taxes. To the extent applicable, 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. If any such taxes on Tenant's personal property or trade fixtures are levied against Landlord or Landlord's property or, if the assessed valuation of the Building, or the Land is increased by inclusion therein of a value attributable to Tenant's personal property or trade fixtures, and if Landlord, after written notice to Tenant, pays the taxes based upon any such increase in the assessed value of the Building or the Property, then Tenant shall, upon demand, repay to Landlord the taxes so paid by Landlord.

3.6. ~~Adjustments for Square Footage Calculation~~Intentionally Deleted. ~~Prior to the Commencement Date, Tenant's architect for the Tenant Improvements (as defined below) shall determine the square feet in the Premises based on the final TI Plans (as defined below) and after the location of the demising walls have been determined measured in accordance with the "2010 BOMA Office Building Standard Method B". If the square feet of the Premises as so determined is different than the number set forth in Section 1.4 hereof, Tenant's Proportionate Share shall be adjusted accordingly. The square footage of the Building and the Premises (determined in accordance with the foregoing) and Tenant's Proportionate Share shall be amended consistent with the foregoing and acknowledged by Landlord and Tenant in the form of Exhibit E.~~

3.7. Tenant's Tax Exempt Status. Notwithstanding anything in this Lease to the contrary, the parties acknowledge that in the event that Tenant is legally exempt from the payment of sales taxes, Tenant shall not be obligated to pay any sales tax on Base Rent, Additional Rent or any other amounts paid under this Lease. If Tenant claims exemption from payment of sales tax and it is determined that such exemption is invalid, Tenant shall immediately remit payment of any sales tax due on payments under this Lease and shall indemnify and hold Landlord harmless from any claims for unpaid or underpaid sales tax, and all penalties and interest due and payable thereon. If at any time during the Term, there is any change in Tenant's tax exempt status, then Tenant shall promptly notify Landlord; provided, however, that a failure to notify Landlord shall not be an event of default.

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 Landlord's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Tenant shall not engage in any activity at the Premises with a direct competitor of Landlord or with any person or entity that engages in or conducts an activity on the Premises similar to

the Landlord's activities in the Building. 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 Tampa, the County of Hillsborough, the State of Florida, the University of South Florida, the Florida Board of Governors, 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 4.7 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) recorded covenants, conditions or restrictions with respect to the Property ("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. Tenant's use of the Premises shall be subject to the applicable rules and regulations of the Board of Governors of the State University System of Florida in effect at the time and such reasonable and nondiscriminatory rules and regulations as are hereafter promulgated by Landlord (collectively, the "Rules and Regulations"). Landlord shall provide Tenant with written notice of any changes to the Rules and Regulations. Tenant shall use commercially reasonable efforts to ensure that its contractors, subcontractors, employees, and subtenants observe and comply with the Rules and Regulations.

Subsequent to the date of Landlord's execution of this Lease and for as long as this Lease is in effect, Landlord shall not lease, or cause to be leased, or grant its consent to any assignment or sublease of space or change of use in the Building to any person or entity that is a direct competitor of Tenant (e.g. BayCare, Florida Hospital, AdventHealth) (each, a "Tenant Competitor") or to any person or entity that engages in or conducts an activity similar to the Permitted Use or any of Tenant's uses in the Premises (collectively, "Tenant's Exclusive Use"). Notwithstanding the foregoing, Landlord shall be permitted to directly (or indirectly, through a collaboration with Tenant) engage in or conduct an activity in the Building similar to the Permitted Use or any of Tenant's uses in the Premises and Landlord is expressly not prohibited from engaging in any educational, training, or conference activities in the Building with a Tenant Competitor. Landlord covenants and agrees to use its best efforts to cause any person or entity operating in violation of the Tenant's Exclusive Use to cease and desist from operating in violation of Tenant's Exclusive Use and Landlord shall, promptly upon written request from Tenant, assign to Tenant all of Landlord's rights to enforce Tenant's Exclusive Use against any person or entity in violation of Tenant's Exclusive Use. Landlord shall take all reasonable action to execute all documents necessary and, if applicable, assist Tenant with the same and Tenant shall have the right to enforce the restrictions herein directly against the occupant in breach.

4.2. Use of Common Areas. The occupancy by Tenant of the Premises shall include the nonexclusive use of all areas within the Building and Land and those other appurtenant areas and improvements that 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. Tenant shall keep the Common Areas clear of any obstruction or unauthorized use caused by Tenant or Tenant's agents, employees, contractors and invitees. 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, or use of, the Premises.

4.3. Parking. Landlord shall provide to Tenant Tenant's Proportionate Share, ~~based upon the square footage of the Premises,~~ of the 75 day and time-limited parking spaces allocated to Landlord by

Strategic Property Partners LLC or its affiliates (collectively, “SPP”) in the H2 parking structure to be constructed immediately north of the Building and the 900 non-day or time-limited parking spaces located throughout the “Parking District,” the total number of which is predicated on Landlord’s parking needs established annually on or before July 1 and for which SPP must provide a parking plan that materially addresses the needs no later than August 1 of each year. The cost and terms to Tenant of such parking spaces shall be the same as they are to Landlord, but only to the extent that Landlord has been allocated such spaces. Tenant acknowledges that the number of parking spaces allocated to Landlord by SPP will be adjusted annually and that all spaces are subject to fair market value pricing evaluated and renewed on an annual basis. Tenant may provide valet parking services for Tenant’s employees and invitees, which services shall be subject to all Applicable Laws. Landlord shall cooperate with Tenant with respect to Tenant obtaining any required permits and approvals from the applicable Governmental Authorities for such valet parking services.

4.4. Signs. During the Lease Term, Tenant shall have the right to place signs on the exterior of the Building in the locations shown on, and in accordance with, the Building Sign Specifications attached hereto as **Exhibit C** (“**Tenant’s Building Signage**”). Tenant may relocate Landlord’s top-level signage on the north elevation, at Tenant’s sole cost and expense, to the height shown on **Exhibit C**. In no event shall Landlord grant signage rights on the exterior of the Building or on any pylon or monument sign located on the Property to a Tenant Competitor. Landlord, at Tenant’s sole cost and expense, shall be responsible for obtaining all applicable governmental permits and approvals for Tenant’s Building Signage. Tenant shall assist Landlord as needed to obtain such permits and approvals. Landlord shall be responsible for the actual costs of the fabrication and installation of the retail signage portion of Tenant’s Building Signage, which consists of the signage immediately above the first floor on the southwest, south, and east elevations, all as shown on **Exhibit C**. Landlord and Tenant shall mutually agree on the co-branded retail signage to be installed on the southwest elevation prior to the Delivery Date, which signage shall identify Tenant’s use of that portion of the Premises. Tenant shall be responsible for the actual costs of the design, fabrication, and installation (which installation may only be performed by Landlord’s general contractor or another contractor approved by Landlord) of the mid-level and top-level portion of Tenant’s Building Signage (including the cost of relocation of Landlord’s top-level signage on the north elevation), which consists of the “Tampa General Hospital” signage shown on **Exhibit C** on the third floor of the Building on the south elevation and the “TGH” signage shown on **Exhibit C** on the thirteenth floor of the Building on the north elevation. Tenant shall not modify or replace Tenant’s Building Signage without Landlord’s prior written approval, which shall not be unreasonably withheld, conditioned, or delayed. If Landlord does not approve Tenant’s proposed modifications or replacements, then Landlord shall provide Tenant with specific reasons for such disapproval. Landlord shall operate, maintain, repair, and/or replace, as applicable, all of Tenant’s Building Signage, all at Tenant’s sole cost and expense. If Landlord fails to operate, maintain, repair, and/or replace Tenant’s Building Signage, Tenant may, but shall not be obligated to, perform such obligations on behalf of Landlord and at Landlord’s expense, and Landlord shall promptly reimburse Tenant for all reasonable costs and expenses incurred within thirty (30) days after receipt of an invoice from Tenant. If Landlord fails to reimburse Tenant for such costs and expenses within such thirty (30) day period, then Tenant may offset such costs and expenses from its subsequent payments of Rent.

Except for Tenant’s Building Signage, which signage is hereby approved by Landlord (subject to the conditions noted above), 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, which shall not be unreasonably withheld conditioned or delayed. All signage shall be in compliance with Applicable Laws and Restrictions.

4.5. 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, and further provided that (a) Tenant shall have the right to have a representative accompany Landlord during any such entry except in the event of emergency, and (b) Tenant may designate a single area within each suite comprising the Premises, as a “Secured Area” should Tenant require such

an area for the purpose of securing certain valuable property or confidential information including, without limitation, medical records. Landlord may not enter such Secured Area except as provided herein. Landlord acknowledges that Tenant is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 and related regulations ("HIPAA"), and that HIPAA requires Tenant to ensure the safety and confidentiality of its patient medical records. Landlord further acknowledges that, in order for Tenant to comply with HIPAA, Tenant must restrict access to the Secured Area where patient medical records are kept or stored. Landlord hereby agrees that, except for an emergency entry into the Premises, or when accompanied by an authorized representative of Tenant, neither Landlord nor its employees, agents, representatives or contractors shall be permitted to enter the Secured Area.

4.6. Quiet Possession. If Tenant pays Rent and complies with all other terms and conditions of this Lease, Tenant shall have the quiet enjoyment and possession of the Premises, subject to the terms and conditions of this Lease, any mortgages superior to this Lease, Applicable Laws and Restrictions without hindrance by Landlord or any party claiming by, through or under Landlord.

4.7. Hazardous Materials. 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 (a) in limited amounts as may be reasonably necessary to conduct Tenant's business in the Premises, and (b) in compliance with all Restrictions and Applicable Laws. The foregoing notwithstanding, Tenant may use such Hazardous Material on the Premises as are customarily used in connection with the medical services to be provided therein by Tenant provided the same are stored, used and disposed of in compliance with all Applicable Laws and Restrictions. 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. 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 Material brought on, kept or used in or about, or generated or disposed from, the Property by Tenant and its assignees, subtenants, licensees, contractors, patients, customers, or invitees, and their respective shareholders, members, partners, directors, officers, employees, agents and representatives (all of the foregoing with Tenant collectively, the "Tenant Group"). In the event Tenant breaches the obligations set forth in this Section, or if any such Hazardous Material which is brought upon the Property by any of the Tenant Group, results in contamination 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 the introduction of any such Hazardous Material; provided that, in any case, Landlord's written approval of any and all such actions shall first be obtained, and Landlord shall have the right to control same (including the manner in which such actions are performed). Tenant shall immediately notify Landlord of any breach of Tenant's obligations under this Section 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 it is determined that Tenant has actually breached the obligations stated in this Section and that any Hazardous Material introduced by any of the Tenant Group has contaminated the Property at levels in excess of those permitted by Applicable Laws, then Tenant shall pay for the cost of such environmental testing. As used herein, (i) the term "Hazardous Material(s)" means any harmful, radioactive, dangerous, infectious, hazardous or toxic liquid, gas, solid, waste, substance or

material that is or becomes regulated by any Applicable Law or Governmental Authority and (ii) 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 4.7 shall survive the expiration, cancellation or termination of this Lease.

4.8. Building Hours. The Building shall be open 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.

4.9. 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 notices of non-responsibility and any other notices required or permitted by Applicable Law 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 within thirty (30) days of Tenant’s receipt of written demand therefor and evidence of such payment by Landlord. 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. Pursuant to Section 713.10 Florida Statutes, this provision specifically provides that no interest of Landlord shall be subject to liens for improvements made by Tenant at Tenant’s direction. This provision shall serve as notice to all potential construction lienors that Landlord shall not be liable for, and the Premises shall not be subject to, liens for work performed or materials supplied at Tenant’s request or at the request of anyone claiming an interest through Tenant. The foregoing provision shall be included in any recorded memorandum of lease and may be included in a recorded notice filed by Landlord.

ARTICLE V

MAINTENANCE, REPAIRS AND ALTERATIONS

5.1. Tenant’s Maintenance and Repair Obligations. Unless otherwise agreed in writing by and between Landlord and Tenant in advance, Tenant, at its sole cost and expense, shall maintain, repair and replace all nonstructural portions of the Premises in the condition as existed on the Commencement Date (or on any later date that any improvements may have been installed), excepting ordinary wear and

tear, and, subject to the provisions of Section 6.3, except to the extent of, and Landlord shall be responsible at its sole cost and expense for, any maintenance, repair or replacements required as a result of the negligent act or omission of any of the Landlord Group (as herein defined). 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 reasonably approved in writing in advance by Landlord and shall be made only at the time or times reasonably approved by Landlord. If Tenant shall fail to perform the obligations required by this Section 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 thirty (30) days after receipt of an invoice from Landlord.

5.2. Landlord's Maintenance and Repair Obligations. Landlord shall maintain, repair and replace all portions of the Land and Building, excluding those portions of the Premises required to be maintained, repaired and replaced by Tenant pursuant to Section 5.1 above, and subject to the provisions of Section 6.3, except to the extent of, and Tenant shall be responsible at its sole cost and expense for, any maintenance, repair or replacements required as a result of the negligent act or omission of any of the Tenant Group. Except as otherwise set forth in this Lease, Landlord shall maintain and repair all mechanical, electrical, life safety, plumbing, sprinkler systems and heating, ventilating and air conditioning systems, structural elements of the roof, foundation, structural columns, and load bearing walls of the Building. The cost of all maintenance, repair and replacement required to be performed by Landlord 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 with access to the Premises as may be necessary for Landlord's satisfaction of its obligations under this Section. If Landlord shall fail to perform the obligations required by this Section in accordance with the time frames provided in Section 11.1, then Tenant may, but shall not be obligated to, perform such obligations on behalf of Landlord and at Landlord's expense, and Landlord shall promptly reimburse Tenant for all reasonable costs and expenses incurred within thirty (30) days after receipt of an invoice from Tenant. If Landlord fails to reimburse Tenant for such costs and expenses within such thirty (30) day period, then Tenant may offset such costs and expenses from its subsequent payments of Rent. Landlord shall use commercially reasonable efforts to minimize the 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 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 or are not allocable to Landlord's use of the Building shall be included as an Operating Expense. 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 applicable 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 for damages, and hereby agrees that except as hereinafter provided, 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. 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 commercially reasonable conservation practices established by Landlord and applied uniformly to tenants in the Building. Landlord shall have access to the Premises, at reasonable times and upon reasonable advance notice, 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 at least three (3) business days' advance notice to Tenant, or without notice in the case of an emergency, 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 Events. Landlord shall not be liable for, nor shall any eviction of Tenant result from, the failure to furnish any utility or service, where such failure is caused by Force Majeure Events. Notwithstanding anything in this Section 5.3 to the contrary, in the event the Building experiences an interruption of electrical, telephone, water or HVAC service which prevents Tenant from utilizing all or any portion of the Premises to conduct its business (an "Interruption") and which Interruption is within the reasonable control of Landlord to cure on a commercially reasonable basis (a "Controllable Interruption"), Landlord shall commence and diligently pursue the curative action within a commercially reasonable amount of time after written notice from Tenant of a Controllable Interruption. If the Controllable Interruption continues for five (5) consecutive business days after Landlord's receipt of such written notice, then Tenant shall be entitled to an extension of the Lease Term equal to the number of days of the Controllable Interruption.

5.4. Alterations, Additions, and Improvements. Tenant may construct improvements to the Premises (the "Tenant Improvements"), provided that Tenant has first submitted to Landlord Draft Schematic Plans and Construction Plans for Landlord's approval, as set forth in this Section. Tenant shall prepare and submit to Landlord, for Landlord's approval, schematics for the Tenant Improvements that Tenant intends to construct on the Premises, prepared in conformity with the applicable provisions of this Lease (the "Draft Schematic Plans"). The Draft Schematic Plans shall contain sufficient information and detail to accurately describe the proposed design to Landlord. Landlord shall notify Tenant in writing within ten (10) business days after Landlord's receipt of the Draft Schematic Plans whether Landlord approves or disapproves the Draft Schematic Plans (with specific reasons if a disapproval). If Landlord does not respond to the Draft Schematic Plans submitted by Tenant within ten (10) business days after receipt thereof by Landlord, Tenant shall provide a second notice to Landlord (which must include the additional copied parties) and such notice shall include the following in bold capitalized letters on the initial page: "THE DRAFT SCHEMATIC PLANS SHALL BE DEEMED APPROVED BY LANDLORD IF RESPONSE NOT RECEIVED BY TENANT WITHIN TEN (10) BUSINESS DAYS OF RECEIPT HEREOF". If Landlord fails to respond to such second notice within ten (10) business days of receipt thereof, Landlord shall be deemed to have approved the Draft Schematic Plans submitted by Tenant. If Landlord timely disapproves the Draft Schematic Plans and states its specific reasons for such disapproval, and Tenant resubmits revised Draft Schematic Plans to Landlord for Landlord's approval, then Landlord shall review such resubmitted Draft Schematic Plans within seven (7) days of its receipt of such resubmission and give written notice of approval or disapproval (with specific reasons if a disapproval). Such procedure shall continue until Landlord approves the Draft Schematic Plans in writing or is deemed to have approved them. The iteration of the Draft Schematic Plans that is approved by Landlord or deemed approved shall be referred to herein as the "Approved Schematic Plans."

Tenant shall prepare final plans and specifications for the Tenant Improvements that are consistent with the Approved Schematic Plans (the "Construction Plans"). Tenant shall deliver the Construction Plans to Landlord for Landlord's approval. Landlord shall notify Tenant in writing within ten (10) business days after Landlord's receipt of the Construction Plans whether Landlord approves or disapproves the Construction Plans (with specific reasons if a disapproval). If Landlord does not respond to the Construction Plans submitted by Tenant within ten (10) business days after receipt thereof by Landlord, Tenant shall provide a second notice to Landlord (which must include the additional copied parties) and such notice shall include the following in bold capitalized letters on the initial page: "THE CONSTRUCTION PLANS SHALL BE DEEMED APPROVED BY LANDLORD IF RESPONSE NOT RECEIVED BY TENANT WITHIN TEN (10) BUSINESS DAYS OF RECEIPT HEREOF". If Landlord fails to respond to such second notice within ten (10) business days of receipt thereof, Landlord shall be deemed to have approved the Construction Plans submitted by Tenant. If Landlord timely disapproves the Construction Plans and states its specific reasons for such disapproval, and Tenant resubmits revised Construction Plans to Landlord for Landlord's approval, then Landlord shall review such resubmitted

Construction Plans within seven (7) days of its receipt of such resubmission and give written notice of approval or disapproval (with specific reasons if a disapproval). Such procedure shall continue until Landlord approves the Construction Plans in writing or is deemed to have approved them.

Promptly after the Construction Plans are approved by Landlord or deemed approved, two (2) copies of such Construction Plans shall be initialed and dated by Landlord and Tenant, and Tenant shall promptly submit such Construction Plans to all appropriate Governmental Authorities for approval. The Construction Plans so approved are referred to herein as the “TI Plans.” No material changes shall be made to the TI Plans, once approved by Landlord, without Landlord’s prior written consent, to be granted or withheld in Landlord’s sole but reasonable discretion.

Tenant may only place equipment within the Premises with floor loading consistent with the Building’s structural design unless Tenant obtains Landlord’s prior written approval. Tenant may place such equipment only in a location designed to carry the weight of such equipment. Tenant shall cause any equipment or machinery to be installed in the Premises so as to reasonably minimize sounds or vibrations therefrom from extending into the Common Area or other portions of the Building. Tenant has been advised of the Building construction and design standards and Tenant shall ensure that Tenant’s use and occupancy of the Premises are designed to accommodate the Building construction and design standards.

Other than the Tenant Improvements, Tenant shall not make any Alterations to the Premises without Landlord’s prior written consent (using the approval procedure set forth in this Section 5.4), except such consent shall not be required for (a) non-structural alterations that cost less than Twenty Five Thousand and No/100 Dollars (\$25,000.00) in the aggregate during any calendar year, or (b) any cosmetic alterations (e.g. painting, re-carpeting, etc.), so long as the Alterations comply with Landlord’s construction standards. Tenant shall promptly remove any Alterations constructed in violation of this Section on Landlord’s written request. All Tenant Improvements and Alterations shall be done in a good and workmanlike manner, in conformity with all Restrictions and Applicable Laws, and by a qualified, licensed contractor reasonably 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 for alterations which require Landlord’s consent hereunder and which require the issuance of a building permit. Tenant shall be required to obtain Landlord’s approval (which approval shall not be unreasonably withheld, conditioned, or delayed) for color schemes, interior decorations, or other cosmetic items within the Premises, but only to the extent the proposed color schemes, interior decorations, or other cosmetic items materially differ from those that have already been approved by Landlord. If Landlord does not approve Tenant’s proposed color schemes, interior decorations, or other cosmetic items, then Landlord shall provide Tenant with specific reasons for such disapproval. If Landlord fails to respond to Tenant’s request for approval of any of the foregoing within thirty (30) days after Landlord’s receipt of such request, then such color schemes, interior decorations, or other cosmetic items shall be deemed approved.

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 Tenant Improvements, 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 F** hereto, which requirements may be modified by Landlord from time to time in Landlord’s reasonable discretion upon reasonable (at least thirty (30) days) advance written notice to Tenant. Tenant shall not do or permit to be done anything that will invalidate or increase the cost of any fire, environmental, extended coverage or any other insurance policy

covering the Building or the Land and shall comply with all rules, orders, regulations and requirements of the insurers of the Building and the Land, and Tenant shall promptly, upon demand, reimburse Landlord for any additional premium charged for such policy by reason of Tenant's failure to comply with the provisions of this Section.

6.2. Mutual Waiver of Claims. Neither the Landlord Group (as defined below) nor the Tenant Group shall be liable at any time to the other for any loss of life, or injury or damage to any person or to any property or business of the Landlord Group or 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, and Landlord, on behalf of the Landlord Group, each hereby release the other, to the fullest extent permitted by law, from all such Claims to the extent covered (or that would be covered) by any insurance policy actually maintained (or required by this Lease to be maintained), including self-insurance, by such party.

6.3. Mutual Waiver of Subrogation.

(a) Tenant's Waiver. Landlord, 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") 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 personal injury or for any loss or damage to the Tenant Improvements, 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.

(b) Landlord's Waiver. Tenant Group shall not be liable to Landlord, and Landlord, on behalf of all Landlord Group and their respective insurers, hereby releases Tenant Group from liability and waives any and all of their respective Claims against Tenant Group (including without limitation any right of subrogation), for any personal injury or for any loss or damage to the Building covered (or that would be covered) by any insurance policy actually maintained (or required by this Lease to be maintained by Landlord), including self-insurance, regardless of the cause, including without limitation any of the causes set forth above. Landlord shall cause its insurance policies to contain or be endorsed with a provision by which the insurer shall waive its right of subrogation against Tenant Group to the extent rights have been waived by the insured before the occurrence of injury or loss. Landlord hereby agrees to immediately deliver written notice to Tenant if such provision is not included in any of its policies maintained or required to be maintained by Landlord pursuant to this Lease. The foregoing provisions shall survive the termination of this Lease.

6.4. Tenant's Indemnity. Except to the extent of the gross negligence or willful misconduct of the Landlord Group, and subject and in addition to Tenant's indemnities set forth in Section 4.7 and Landlord's waivers set forth in Sections 6.2 and 6.3, Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord) and hold harmless the Landlord Indemnitees from and against any and all Claims actually incurred and caused by or arising out of (a) the use or occupancy of the Premises by the

Tenant Group, (b) the conduct of the business of, or anything else done or permitted by, any of the Tenant Group in, on or about the Premises, or (c) 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.

6.5. Sovereign Immunity. This Lease does not affect the rights, privileges, immunities, exemptions, limitations of liability and defenses of Landlord, the Florida Board of Governors or the State of Florida under Florida Statute Section 768.28 and other applicable Laws of the State of Florida. Nothing in this Lease shall be deemed to affect the rights, privileges, benefits, immunities, exemptions and defenses afforded Landlord, the Florida Board of Governors and the State of Florida by law. No term, condition or provision of this Lease shall be construed as consent by Landlord, the Florida Board of Governors or the State of Florida to be sued by third parties in any manner based upon, arising out of or relating to 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. 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) the damage occurs during the final twelve (12) months of the Lease Term, or (iii) the damage exceeds fifty percent (50%) of the cost of replacement of the Building. If any of the circumstances set forth in clause (i) through (iii) 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 such casualty and Landlord shall reimburse Tenant within thirty (30) days following the date of Landlord's receipt of insurance proceeds for such casualty for the Base Rent for the remainder of the Lease Term following the date of the casualty, in an amount equal to the unamortized Base Rent for the remainder of the Lease Term (based on the Base Rent being amortized over the Lease Term at an interest rate of four percent (4%) per annum). 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, (i) Rent shall be abated as to the applicable suite if a portion of the Premises which has been rendered untenantable by the casualty for so long as Tenant cannot reasonably (x) occupy the Premises or the applicable suite including the affected portion thereof, provided that Tenant does not, in fact, occupy the Premises, or (y) conduct its business in the Premises or the affected portion thereof in a substantially similar manner as before the damage occurred, in either case as a result of such damage; and (ii) the Lease Term shall be extended by one day for each day that any portion of the Premises is rendered untenantable by the casualty.

ARTICLE VIII

CONDEMNATION

If all or a substantial portion 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 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, Landlord may terminate this Lease effective as of the Taking Date and Landlord shall reimburse Tenant within thirty (30) days following Landlord's receipt of the condemnation proceeds for the Base Rent for the remainder of the Lease Term following the Taking Date, in an amount equal to the unamortized Base Rent for the remainder of the Lease Term (based on the Base Rent being amortized over the Lease Term at an interest rate of four percent (4%) per annum). If this Lease is not terminated as provided in this Article, then, promptly after receipt of the condemnation award, Landlord 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 and the Lease Term shall be extended by one day for each day that Tenant's use and enjoyment of the Premises is interrupted as a result of such Taking. Landlord shall be entitled to receive the entire amount of the condemnation award, provided that nothing in this Article shall be deemed to prevent Tenant from seeking any award against such authority for the taking of personal property and fixtures belonging to Tenant or for relocation or business interruption expenses 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. 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 rights of a Secured Lender (as hereinafter defined).

ARTICLE IX

ASSIGNMENT AND SUBLETTING

9.1. Transfers by Tenant. Tenant shall not transfer or assign this Lease, in whole or in part, or sublet the whole or any part of the Premises, or permit any other persons to occupy same, directly or indirectly (as set forth below) (each, a "Transfer"), without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. If Landlord does not approve any proposed Transfer, then Landlord shall provide Tenant with specific reasons for such disapproval. In no event shall Tenant be permitted to execute a Transfer with any direct competitor of Landlord (e.g. University of Florida).

Notwithstanding the foregoing, Landlord's consent shall not be required for any assignment of this Lease or a full or partial sublease hereof if the assignee or sublessee is any one or more of the following (each, a "Permitted Transfer"): (i) an entity with which Tenant has merged or consolidated; or (ii) Tenant after a reorganization of Tenant; or (iii) an entity which acquires all or substantially all of the assets of Tenant; or (iv) a subsidiary or Affiliate of Tenant. In addition, even though Landlord's consent to a Permitted Transfer is not required, Tenant shall be obligated to provide Landlord with a Transfer Notice at least thirty (30) days prior to the effective date of the Permitted Transfer. The term "Affiliate" means a person or entity that Controls another person or entity, is Controlled by another person or entity, or is under common Control with another person or entity. The terms "Control," "Controls," and "Controlled," as used in the immediately preceding sentence means, with respect to a corporation or similar entity, the right to

exercise, directly or indirectly, at least fifty percent (50%) of the voting rights attributable to the Controlled entity, and, with respect to any individual, partnership, trust or other similar entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies thereof.

9.2. No Release of Tenant. No Transfer shall change, or release Tenant and any guarantor from Tenant's primary liability to pay the Rent and to perform all other obligations of Tenant under this Lease. Landlord's acceptance of Rent from any person other than Tenant named herein or an assignee or sublessee approved by Landlord does not constitute a waiver of any provision of this Article. Consent to one Transfer or release of Tenant shall not constitute consent to any subsequent Transfer.

ARTICLE X

DEFAULTS; REMEDIES

10.1. Defaults. An event of default by Tenant shall occur under this Lease if (a) Tenant fails to pay Rent or perform any other monetary obligation in this Lease on the date due and such amounts are not received within thirty (30) days after receipt of notice from Landlord; (b) Tenant fails to perform or comply with any of Tenant's non-monetary obligations under this Lease for a period of ninety (90) 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; or (c) the occurrence of any of the following: (i) 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 two hundred forty (240) consecutive days; (ii) Tenant's (A) commencement of a voluntary case under any applicable bankruptcy, insolvency or other similar Applicable Law now or hereafter in effect, (B) consent to the entry of an order for relief in an involuntary case under any such Applicable Law, (C) 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 (D) making of a general assignment for the benefit of creditors; or (iii) 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.

10.2. Remedies. Landlord shall not have the right, as a result of Tenant's default hereunder, to terminate this Lease (except as set forth below) or to receive consequential damages (such as lost profits) or exemplary, punitive, or other special damages under any circumstances or for any reason whatsoever except as specifically set forth in this Lease. Landlord's sole remedy in the event of Tenant's default shall be to seek the recovery of actual damages (except as otherwise provided in this Lease) and/or equitable remedies.

In the event Tenant is in default under this Lease beyond any applicable notice and cure periods, if funds are available to pay the Termination Fee, then Landlord may, upon no less than twelve (12) months prior written notice (the "Termination Notice") to Tenant, elect to terminate this Lease. In the event Landlord elects to terminate this Lease in accordance with this Section 10.2, Landlord shall pay to Tenant as of the date of termination, a termination fee (the "Termination Fee") equal to \$66,666.67 multiplied by the number of whole months remaining in the Initial Term of the Lease from the date Tenant has surrendered possession of the Premises to Landlord minus the sum of \$2,000,000.00. The Termination Fee shall be paid annually in increments of \$2,000,000 per year or such lesser amount as to the final payment to fully pay the Termination Fee (or pursuant to any other financial terms as the parties may mutually agree upon), with the first increment being paid on the first anniversary of the date Tenant has surrendered possession of the

Premises to Landlord and on each subsequent anniversary thereof until paid in full.

10.3. 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.

10.4. 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.

10.5. 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 where the Premises are located 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 1.12 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, including without limitation the strict compliance with Section 4.9 of this Lease; (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 and to any Secured Lender or other party designated by Landlord to receive said notices, whose name and address have been provided to Tenant in writing. Landlord shall not be in default under this Lease unless Landlord (or such Secured Lender or other designated party) 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 commences such cure or provides to Tenant a reasonable action plan for curing such failure within such thirty (30) day period and thereafter Landlord diligently pursues the same to completion.

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 or to receive consequential damages (such as lost profits) or exemplary, punitive, or other special damages under any circumstances or for any reason whatsoever except as specifically set forth in this Lease. Tenant's sole remedy in the event of Landlord's default shall be to seek the recovery of actual damages (except as otherwise provided by this Lease) and/or equitable remedies. Landlord's liability under this Lease is limited to Landlord's interest in the Property, and Tenant shall have no claim against Landlord or against any of Landlord's assets (other than Landlord's interest in the Property) for satisfaction of any claim or judgment with respect to this Lease.

ARTICLE XII

PROTECTION OF LENDERS AND PURCHASERS

12.1. Subordination. Subject to the terms of this Article XII, this Lease is subordinate to any mortgage which now or hereafter encumbers Landlord's interest 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 Landlord's interest 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. 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 beyond applicable notice and cure periods. 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.

12.2. Attornment. If Landlord's interest in the Premises is acquired by 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, so long as such successor expressly agrees in writing to be bound by all obligations of Landlord under this Lease arising after the taking of title to the Property by such successor. However, in the event of attornment, no Secured Lender shall be: (a) 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), (b) [intentionally deleted], (c) bound by any modification of this Lease not consented to by such Secured Lender, or (d) subject to any offsets or defenses which Tenant might have against Landlord or any prior landlord.

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 and the holder of any instrument to which this Lease is or may be subordinated pursuant to this Article XII shall execute, acknowledge and deliver a commercially reasonable subordination, non-disturbance and attornment agreement 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. At Landlord's written request, Tenant shall execute, acknowledge and deliver to the requesting party a written statement (each, an "Estoppel") certifying such representations or information with respect to Landlord or this Lease as Landlord may reasonably request, or that any prospective purchaser or Secured Lender may require. If Tenant fails to deliver an Estoppel to Landlord within thirty (30) days after receipt of a request therefor from Landlord or a third party, Tenant shall be deemed to have certified to Landlord and shall be estopped from denying the truth of, and such third party and Landlord and such third party may conclusively presume and rely on, the following facts: (i) the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord, (ii) this Lease has not been canceled or terminated except as otherwise represented by Landlord, and (iii) Landlord is not in default under this Lease.

ARTICLE XIII

RESERVED

ARTICLE XIV

MISCELLANEOUS PROVISIONS

14.1. Nonrecourse Liability. Notwithstanding anything to the contrary contained in this Lease, none of the Landlord Indemnitees shall have any personal 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 with recourse limited specifically and exclusively to Landlord's interest in the Property and are compensable solely therefrom. Notwithstanding any other provision contained in this Lease to the contrary, Landlord shall look only to the assets of Tenant for the satisfaction of any liability of Tenant under this Lease, it being expressly understood and agreed that any partner, officer, director, shareholder, employee or agent of Tenant as an

individual shall not be held personally liable for such obligations and Landlord shall not pursue satisfaction of any judgment against Tenant against the assets of any individual partner, officer, director, shareholder, employee or agent of Tenant.

14.2. Termination for Convenience. From and after the tenth (10th) anniversary of the Commencement Date, if funds are available to pay the Early Termination Fee, then Landlord may, upon no less than twenty four (24) months prior written notice (the “Early Termination Notice”) to Tenant, elect to terminate this Lease. In the event Landlord elects to terminate this Lease in accordance with this Section 14.2, Landlord shall pay to Tenant, on the date of termination, a termination fee (the “Early Termination Fee”) equal to \$66,666.67 multiplied by the number of whole months remaining in the Initial Term of the Lease from the date Tenant has surrendered possession of the Premises to Landlord, plus the sum of \$2,000,000.00. The Early Termination Fee shall be paid annually in increments of \$2,000,000 per year or such lesser amount as to the final payment to fully pay the Early Termination Fee (or pursuant to any other financial terms as the parties may mutually agree upon), with the first increment being paid on the date Tenant has surrendered possession of the Premises to Landlord and on each subsequent anniversary thereof until paid in full. Notwithstanding anything in this Lease to the contrary, in the event Landlord terminates this Lease pursuant to the terms of this Section 14.2, Tenant shall have no obligation to restore the Premises or pay for the removal of Tenant’s Building Signage or pay for any repairs to the Building caused by the removal of Tenant’s Building Signage.

14.3. Brokers. Each party represents to the other that it has not engaged or dealt in any manner with any other person in connection with the Lease, including without limitation any real estate broker, except for Cushman & Wakefield representing Tenant.

14.5. 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.

14.6. 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.

14.7. 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.

14.8. 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 1.14 above by: (a) personal/hand delivery, which shall be deemed to have been delivered on the date received by the recipient; (b) registered or certified U.S. Mail with return-receipt requested, which shall be deemed to have been delivered on the earlier of (i) the date of delivery to recipient set forth on the return-receipt or (ii) the date that is three (3) business days after being deposited with the U.S. Mail by sender; (c) 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 (i) the date of delivery set forth on the confirmation receipt or (ii) one (1) business day after being deposited with such service by sender; or (d) electronic mail with a copy sent by any of the foregoing manners, which shall be deemed to have been delivered on the date sent; 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.

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

14.10. Authority. Landlord represents and warrants to Tenant that: (a) there is no provision of any existing mortgage, indenture, contract or agreement binding on Landlord 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, and (b) Landlord has full power and authority to execute and deliver this Lease, and upon such execution and delivery, this Lease shall be binding upon Landlord and enforceable in accordance with its terms. Tenant is executing this Lease in reliance upon the foregoing representation and warranty and such representation and warranty is a material element of the consideration inducing Tenant to enter into and execute this Lease.

14.11. 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.

14.12. 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.

14.13. 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.

14.14. 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.

14.15. Radon Disclosure. In accordance with the requirements of Florida Statutes Section 404.056(5), the following notice is hereby given:

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

14.16. Protected Health Information. For purposes of this Section 14.16, “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 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 or to destroy 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.

14.17. Landlord’s Waiver of Lien. Landlord hereby expressly waives any right which it may have to impose any lien or exercise any rights of distress upon or with respect to any furniture, fixtures, equipment, inventory, records, patient information and other documentation owned by Tenant and/or generated in the conduct of Tenant’s business, or any other property of Tenant (and any transferees or other occupants of the Premises) presently or hereafter situated on or about the Premises following an event of default by Tenant under this Lease (“Tenant’s Property”). This Lease does not grant a contractual lien or any other security interest to Landlord or in favor of Landlord with respect to Tenant’s Property.

[Signatures on the Following Page]

[Signature page 1 of 1 to LEASE OF SPACE]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Effective Date.

WITNESSES

Signature

Printed Name

Signature

Printed Name

WITNESSES

Signature

Printed Name

Signature

Printed Name

LANDLORD:

THE UNIVERSITY OF SOUTH FLORIDA
BOARD OF TRUSTEES, a public body
corporate

By: _____
Name:
Title:

TENANT:

FLORIDA HEALTH SCIENCES CENTER,
INC., a Florida not for profit corporation

By: _____
Name:
Title:

EXHIBIT A

Legal Description of Land

[To be confirmed by plat]

Lot 2 and Tract G-2, Block G, Water Street Tampa Subdivision - Subphase 1, as recorded in Plat Book 135, Page 151 in Hillsborough County, Florida

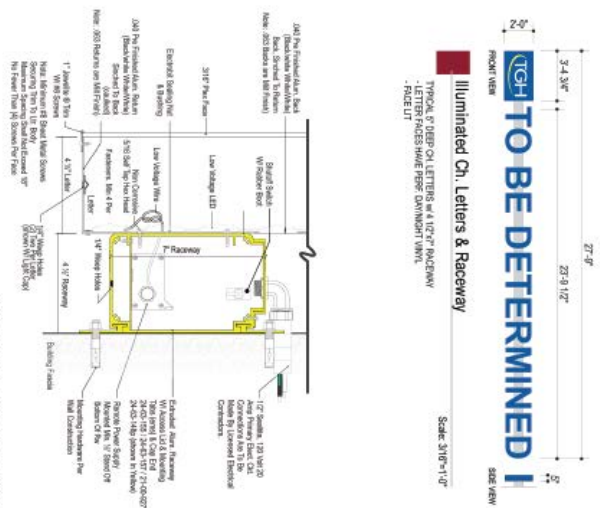
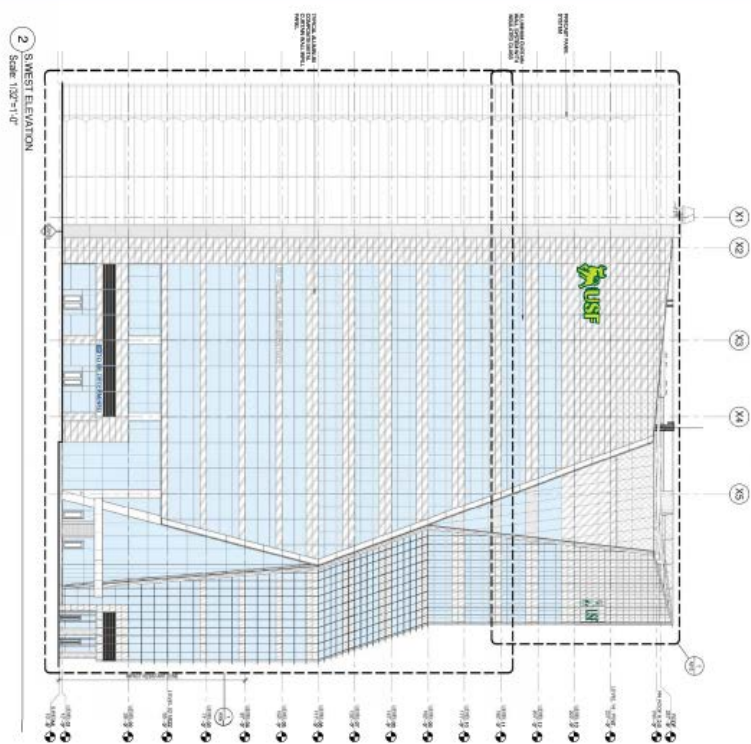
EXHIBIT B

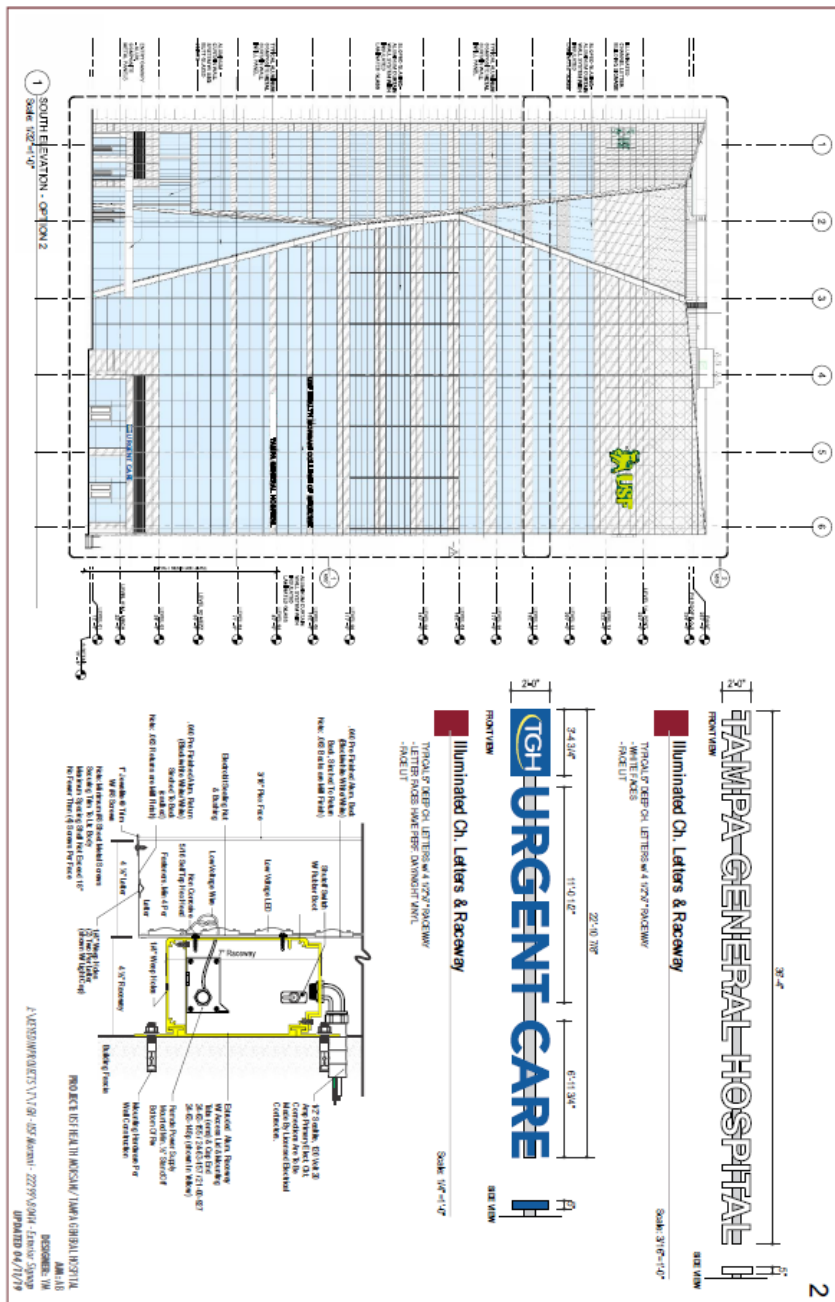
Floor Plans of Premises

B - 1

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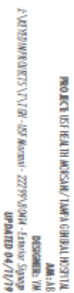


EXHIBIT D-1

Landlord's Work – Ground Floor Premises

This **Exhibit D-1** sets forth the portion of Landlord's Work to be performed by Landlord at the Ground Floor Premises. For the avoidance of doubt, use of the word "provide" or "install" refers to the performance of scope and payment responsibility.

- 1) **Space Delivery:** Landlord to deliver a cold dark shell as described herein in the configuration set forth hereto.
- 2) **Curtain Wall:**
 - a. **Curtain Wall:** The tenant space glazing system for the Premises shall be provided as a non-unitized, stick-built, captured mullion, outside glazed aluminum curtain wall system which is rated for applicable hurricane, energy and other jurisdictional code requirements. Exterior doors shall be similarly rated, meeting all ADA requirements and compatible with the glazing system. The system shall be provided in accordance with the Landlord's building Drawings and Specifications. Landlord will install all other service and emergency egress doors not placed within glazing system. Any modifications to the Curtain Wall or glazing system shall be approved by the Landlord prior to modifications being implemented or installed.
 - b. **Glazing:** The tenant space glazing shall consist of insulated laminated glass units with Low-E coating, meeting all requirements of the energy and other codes. Where required, glass shall be fully tempered. Glass shall be high quality, clear vision glass with minimal to no tinting or reflectivity, subject to compliance with the energy code.
- 3) **Electricity:**
 - a. **General:** Landlord to provide electric service to a demark point in the main electrical room with a wire trough to meet the power parameters set forth below and to comply with the requirements of TECO.
 - b. **Load:** a service of 120/208 V, 3 Phase, 4-wire will be provided. Provided power shall be capable of serving a minimum of 600 amps for each Ground floor Tenant Space. Any additional electrical load requirement will be the responsibility of Tenant.
 - c. **Distribution:** One four-inch (4") conduit with pull string shall be installed from the main electric room and stubbed into the rear of each tenant space.
 - d. **Metering:** Electrical service shall be individually metered at the tenant space, in which Landlord shall reserve appropriate space for Tenant equipment, assuming two separate tenant space.
 - e. **Other:** Tenant is responsible for installation of sub-metering, secondary wiring, panels, step-down transformers, etc. compatible with the Landlord's electrical and Building Management System.
- 4) **Lighting:** Landlord will provide no lighting other than temporary lighting, which shall be on an emergency circuit if required by code or in order to obtain jurisdictional shell approvals.

- 5) **Fire Alarm:** Landlord to provide operating base building alarm system for core and shell delivery to the Premises. Landlord shall provide one (2) inch conduit from the main Fire Control Room to the Premises for the wiring of additional fire alarm devices.
- 6) **Water Service:** Landlord to provide a single water supply line to the Premises. One (1) two (2") inch copper domestic water line will be capped and valved within each tenant space. Remote sub water meter readers within each tenant space tenant space will be the responsibility of Tenant prior to tenant occupancy post-delivery.
- 7) **Plumbing-Sanitary Service:**
- a. Landlord to provide one (1) four inch (4") PVC sanitary sewer lateral, which will be below the slab, with wyes at center of each tenant space. The invert elevation of the sanitary sewer lateral shall be sufficiently low such that all areas of the tenant space can be piped by gravity. Landlord MEP engineer shall check runs at each space and set inverts accordingly. At a minimum, the invert elevation shall not be less than 30" below the finished slab elevation.
 - b. In addition, one (1) two inch (2") vent pipe is to be stubbed into each tenant space no less than eighteen inches (18") below the slab above, generally in the location of the sanitary waste line.
 - c. Landlord to provide one (1) six inch (6") grease sanitary lateral below all tenant space spaces. Landlord will reserve capacity in the Project for grease interceptors based upon 2,882 pounds for 3,200 SF of Leaseable Area. Landlord MEP engineer shall check runs at each space and set inverts to ensure positive gravity flow based upon the inverts provided at stub-in. At a minimum, the invert elevation shall not be less than 30" below the finished slab elevation.
 - d. Landlord to ensure all piping that cuts through the tenant space ~~space~~ (excluding service corridors) is cast-iron. To the extent practical, utility risers or stand pipes will be held tight to interior walls or perimeter columns. Landlord will use reasonable efforts to minimize vertical penetrations through the tenant space slab, and will hold horizontal runs as tight to the overhead slab as reasonably possible.
- 8) **Natural Gas** service shall be provided to a central location in the Project. Landlord will be responsible for the extension of a secondary gas service line and installation of a meter to serve each tenant space ~~space~~. Landlord to provide manifold to accommodate one 2" natural gas service per tenant space with a capacity of 1.500 MBH per tenant space ~~space~~. Gas meters for each tenant space ~~space~~ shall be provided by the Tenant and located within the gas meter room.
- 9) **Floor:** Landlord shall deliver the Premises without a floor slab except for the exterior 2' at the Curtain Wall, as designated in Landlord drawings.
- 10) **Ceiling:** Ceiling of Tenant space is the underside of unpainted concrete structure above, including exposed ductwork, plumbing and electrical systems. No finished ceiling by Landlord.
- 11) **Demising Walls:** For purposes of separating undemised tenant spaces from office, base building or common spaces, Landlord shall install demising walls with studs and insulation per code, sheetrock to applicable fire code rating, that are fire taped and fire rated. Landlord will provide a single three foot (3'-0") metal corridor door and frame, construction lockset and hinges only. The door and frame will be painted on the edges and corridor side with a peep hole.

12) **Sprinkler & Fire:** Landlord shall supply operating sprinkler loop with up-turned sprinkler heads in shell condition only. Base building fire alarm / sprinkler monitoring system will be provided as required by code. In addition, a conduit from the main Fire Control Room to each tenant space will be provided. Individual premises system design, tie-in and installation shall be by Tenant.

13) **Telephone/Data/Cable:** One (1) empty One and one-half inch (1-1/2") conduit with pull string extending from the building's main service room or service location will be provided to each tenant space. Tenant will be responsible for installation of telephone and cable company connections, extension of conduit within tenant space, and wiring to the premises. [insert information about internet]

14) HVAC

a. **Toilet & Potential Kitchen Exhaust:** Landlord to provide designated shafts for horizontal exhaust within the Premises and provide (i) space for scrubber equipment and (ii) two (2) grease ducts for potential future kitchen locations. Scrubber and exhaust equipment shall be located within the Landlord's mechanical mezzanine, not within Tenant's Premises. Landlord shall reserve sufficient area for scrubber and exhaust equipment and service clearances, in the event Tenant wishes to install such exhaust systems.

b. **Three (3) two-inch (2") conduits for each potential future kitchen and dishwasher exhaust fan power and communication wires, from the tenant space to the exhaust equipment location for each tenant space.**

c. **HVAC Distribution & Equipment:**

i. HVAC equipment to be provided by Tenant or its tenants. All ductwork and ductwork routing, including exhaust fan, back-draft damper, louver, or any other system appurtenances shall be provided by Tenant or its tenants.

ii. Landlord will provide chilled water piping, delivered as capped and valved outlets stubbed into each tenant space for connection by Tenant.

iii. Landlord to provide piping sufficiently sized for an HVAC load of 1 ton / 150 square feet of tenant space.

iv. Landlord shall provide BTU metering system to monitor Tenant's chilled water usage.

v. Tenant shall be responsible for providing all air distribution including ductwork, insulation, air devices, balancing dampers, and programmable thermostats for temperature control, with connection points for monitoring only to the Landlord's Building Management System.

vi. Tenant or its tenants shall be responsible for disposing of condensate within the Premises.

d. **Fresh Air Make-up:** Landlord to provide locations for Tenant's fresh air make-up (will be part of Tenant's curtain wall system).

e. **Building Permits** shall be the responsibility of the Tenant's Contractor, permitted through the USF Building Code Administration.

- f. Dry flood-proofing measures shall be required to be installed for tenant space to provide safe occupancy of tenant spaces below 12' NGVD.
- g. Landlord has constructed the building to achieve LEED Silver Certification, minimum. Tenant shall design and construct tenant space in compliance with this standard, utilizing similar strategies so as not to affect the Landlord's Certification through the U S Green Building Council.

EXHIBIT D-2

Landlord's Work – 9th Floor Premises and 12th Floor Premises

This **Exhibit D-2** sets forth the portion of Landlord's Work to be performed by Landlord at the 9th Floor Premises and the 12th Floor Premises. For the avoidance of doubt, use of the word "provide" or "install" refers to the performance of scope and payment responsibility.

- 1) **Space Delivery:** Landlord to deliver a cold dark shell as described herein in the configuration set forth hereto.
- 2) **Curtain Wall:**
 - a. **Curtain Wall:** The tenant space glazing system for the Premises shall be provided as a non-unitized, stick-built, captured mullion, outside glazed aluminum curtain wall system which is rated for applicable hurricane, energy and other jurisdictional code requirements. Exterior doors shall be similarly rated, meeting all ADA requirements and compatible with the glazing system. The system shall be provided in accordance with the Landlord's building Drawings and Specifications. Any modifications to the Curtain Wall or glazing system shall be approved by the Landlord prior to modifications being implemented or installed.
 - b. **Glazing:** The tenant space glazing shall consist of insulated glass units with Low-E coating, meeting all requirements of the energy and other codes. Where required, glass shall be fully tempered. Glass shall be high quality, tinted vision glass, subject to compliance with the energy code.
- 3) **Electricity:**
 - a. **General:** Landlord to provide electric service to a demark point in the electrical room on the floor with a wire trough to meet the power parameters set forth below and to comply with the requirements of TECO.
 - b. **Load:** a service of 120/208 V, 3 Phase, 4-wire will be provided. Provided power shall be a minimum of 600 amps for each upper floor tenant space. Any additional electrical load requirement shall be the responsibility of Tenant.
 - c. **Metering:** Electrical service shall be individually sub-metered at the tenant space, in which Landlord shall reserve appropriate space for Tenant equipment, assuming two separate tenant spaces.
 - d. **Other:** Tenant is responsible for installation of sub-metering, secondary wiring, panels, step-down transformers, etc. compatible with the Landlord's electrical and Building Management System.
- 4) **Lighting:** Landlord will provide no lighting other than temporary lighting, which shall be on an emergency circuit if required by code or in order to obtain jurisdictional shell approvals.
- 5) **Fire Alarm:** Landlord to provide operating base building alarm system for core and shell delivery to the Premises. Landlord shall provide one (2) inch conduit from the main Fire Control Room to the Premises for the wiring of additional fire alarm devices.

- 6) **Distributed Antenna System:** Landlord will provide Distributed Antenna System for cellular phone and emergency responders suitable for a shell space. Tenant shall modify system as required to provide full coverage for the tenant space, as required by code and local Authorities Having Jurisdiction.

7) **Water Service:**

- a. Landlord to provide a single water supply line to the Premises. One (1) two (2") inch copper domestic water line will be capped and valved within each tenant space.
- b. [Level 9] Landlord to provide a single soft hot water supply line to the Premises. One (1) two (2") inch copper soft hot water line will be capped and valved within each tenant space.
- c. [Level 12] Landlord to provide a single soft hot water supply line to the Premises. One (1) one-and-one-quarter (1 1/4") inch copper soft hot water line will be capped and valved within each tenant space.
- d. [Level 9] Landlord to provide a single soft hot water return line to the Premises. One (1) two (2") inch copper soft hot water return will be capped and valved within each tenant space.
- 7)e. [Level 12] Landlord to provide a single soft hot water return line to the Premises. One (1) one (1") inch copper soft hot water return will be capped and valved within each tenant space.

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8) **Plumbing-Sanitary Service:**

- a. Landlord to provide multiple four inch (4") PVC sanitary sewer pipes down, capped and stubbed onto the floor, as shown on the Landlord's Drawings. Tenant shall design and plumb all sanitary sewer systems to be gravity flow with minimum 1/4" per foot fall, in compliance with Codes..
- b. Landlord to provide one (1) three inch (3") vent pipe and one (1) two inch (2") ~~multiple three inch (3")~~ vent pipes stubbed onto each floor and capped, as shown on the Landlord's Drawings.
- c. Landlord to provide storm sewer piping through the tenant space. No modifications to the storm water piping systems shall be performed by Tenant or Tenant's Contractors without express written permission from Landlord.
- d. Landlord may provide process water, vacuum and gas piping on the floor for future use. Tenant shall not tie into existing process piping systems without express permission of Landlord.

- 9) **Floor:** Landlord shall deliver the Premises with an exposed elevated concrete structural floor slab, as designated in Landlord drawings. Concrete structure is a poured-in-place post-tensioned slab and beam system. Tenant shall not perform any drilling or fastening into floor slab greater than 1/2" deep x 1/16" in diameter without Landlord's specific approval in writing.

- 10) **Ceiling:** Ceiling of Tenant space is the underside of unpainted concrete structure above, including exposed ductwork, plumbing and electrical systems. No finished ceiling by Landlord. Tenant shall not perform any drilling or fastening into floor slab greater than 1/2" deep x 1/16" in diameter without Landlord's specific approval in writing.

- 11) **Demising Walls:** For purposes of separating undemised tenant spaces from office, base building or common spaces, Tenant shall install demising walls with studs and insulation per code, to applicable fire code rating, with sheetrock on both sides that are fire taped, finished and fire rated, ready for prime-coat painting.
- 12) **Sprinkler & Fire:** Landlord shall supply operating sprinkler loop with up-turned sprinkler heads in shell condition only. Base building fire alarm / sprinkler monitoring system will be provided as required by code. In addition, a conduit from the main Fire Control Room to each tenant space will be provided. Individual premises system design, tie-in and installation shall be by Tenant.
- 13) **Telephone/Data/Cable:** Sleeves and conduits will be installed at the IDF Rooms on each floor. Tenant will be responsible for installation of telephone and cable company connections from the demark point at the MDF room to the IDF Room on each floor, extension of conduit within tenant space, and wiring to the premises. [insert information about internet]
- 14) **HVAC**
 - a. Toilet & Ventilation Exhaust: Landlord to provide one (1) exhaust duct stubbed into Premises and capped designated shafts for toilet room exhaustion within the Premises.
 - b. HVAC Distribution & Equipment:
 - i. [Level 9] Landlord will provide an air handling unit, located in the Level 14 mechanical penthouse and supply and return duct risers in shafts to the Premises, capped for Tenant connection.
 - ii. [Level 12] HVAC equipment to be provided by Tenant or its tenants, including air handling unit(s), terminal units, and reheat coils.
 - iii. All ductwork and ductwork routing, including, or any other system appurtenances shall be provided by Tenant or its tenants.
 - iv. [Level 9] Landlord will provide 2" Chilled Water piping and 3" Heating Hot Water piping and return lines, delivered as capped and valved outlets stubbed into each tenant space for connection by Tenant.
 - v. [Level 12] Landlord will provide 4" Chilled Water piping and 2 1/2" Heating Hot Water piping and return lines, delivered as capped and valved outlets stubbed into each tenant space for connection by Tenant.
 - i. HVAC equipment to be provided by Tenant or its tenants. All ductwork and ductwork routing, including exhaust fan, back draft damper, louver, or any other system appurtenances shall be provided by Tenant or its tenants.
 - ii. Landlord will provide 2" Chilled Water piping and 3" Heating Hot Water piping and return lines, delivered as capped and valved outlets stubbed into each tenant space for connection by Tenant.
 - iii. Landlord to provide piping sufficiently sized for an HVAC load of 1 ton / 150 square feet of tenant space.
 - iv-vi. Tenant shall be responsible for providing all air distribution including ductwork, insulation, air devices, balancing dampers, and programmable thermostats for

temperature control, with connection points ~~for monitoring only~~ to the Landlord's Building Management System.

~~*vii.~~ Tenant or its tenants shall be responsible for disposing of condensate within the Premises.

- c. Fresh Air Make-up: Landlord to provide ductwork locations for Tenant's fresh air make-up ~~(vents will be installed as a part of Landlord's curtain wall system).~~
- d. Building Permits shall be the responsibility of the Tenant's Contractor, permitted through the USF Building Code Administration.
- e. Landlord has constructed the building to achieve LEED Silver Certification, minimum. Tenant shall design and construct tenant space in compliance with this standard, utilizing similar strategies so as not to affect the Landlord's Certification through the U S Green Building Council.

EXHIBIT D-3

Tenant's Building Modifications

1) Electricity:

- a. At Western Ground Floor Premises, Tenant shall be responsible for costs of breakers, conduit, wiring and other electrical components to upgrade electrical service to 480V, 3-phase, 4-wire, 600A. Tenant to install step-down transformer and sub-panel as required for 120V power.
- ~~b.~~ At Southeastern Corner Ground Floor Premises, Tenant shall install a 120/208 V, 3 Phase, 4-wire Electrical Panel with main breaker of 200A. Any increased electrical load requirement shall require written approval of Landlord prior to increase.

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2) HVAC:

- a. Chilled Water piping to western Ground Floor Premises will be enlarged for increased load to a maximum of 45-tons. MRI and CT Scan machines to run off building Chilled Water system with separators (or Heat Exchangers if contained within Ground Floor Premises) and 41-deg F design supply temperature. HVAC Controls shall be integrated into Building Management System with full controllability and controls at every CW connection point.
- b. Chilled Water piping to southeastern Ground Floor Premises shall be restricted/controlled to provide a maximum load of 15 tons.
- ~~b-c.~~ No HVAC or Imaging equipment to be located outside of Ground Floor Premises.
- d. HVAC Controls shall be integrated into Building Management System with full controllability. Tenant shall install Air Handlers, controls and other HVAC equipment as required to meet building standards (including LEED Certification).
- e. Design for the improvement shall be based around achieving an 18 degree temperature differential on the chilled water system to avoid low temperature difference penalties.
- ~~e-f.~~ Supply air vents and Exhaust vents for equipment shall be located within the louvers above the tenant space (bottom of louvers = Approx. 16'-6" AFF). Distance between exhaust vents and fresh-air vents shall meet code requirements.

3) Building Design

- a. Tenant shall install RF shielding as required for safe public occupancy on Plaza and in adjacent spaces (including overhead), and as required so as not to affect proposed small-animal MRI to be installed by Landlord in proximity to this space.
- b. Tenant shall install radioactivity shielding as required for safe public occupancy on Plaza and in adjacent spaces (including overhead), and as required so as not to affect proposed small-animal MRI to be installed by Landlord in proximity to this space.
- c. Waiting areas and offices to be located on exterior walls to greatest extent possible so as to provide visibility and activity on the Public Realm.
- d. Of note, reduced clear height to structure occurs in a portion of the Ground Floor Premises. This is an existing condition and the mechanical mezzanine shall not be utilized by Tenant for installation of any equipment.
- e. Proposed configuration of 9th Floor Premises and 12th Floor Premises may require demolition of existing walls constructed for shell space life safety. Tenant shall be

responsible for cost of removal and/or reconfiguring corridor walls and associated building systems for shell space.

d.f. Tenant may elect to utilize wireless connectivity between these Premises and other facilities; any associated equipment shall be mounted so it is not visible from the street, the Plaza or adjacent buildings. If roof-mounted, mounting details shall be reviewed and approved by Landlord prior to installation and location/operation shall not affect any systems located on the building roof area or penthouse.

- 4) **Miscellaneous:** Any enlargement, improvement, or relocation of utilities serving the Premises may be done at Tenant's cost.

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EXHIBIT E

Commencement Date Agreement

This Commencement Date Agreement (this "Agreement") is made and dated _____, 20__, by and between _____ ("Landlord") and _____ ("Tenant").

RECITALS

A. On _____, 2019, Landlord and Tenant entered into the Lease of Space (the "Lease") relating to certain premises located in Hillsborough 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.

B. The Lease Term has commenced, and Landlord and Tenant desire to confirm the 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:

1. The Lease Term commenced on, and the Commencement Date shall be, _____.
2. Tenant has paid all Base Rent due for the Initial Term.
3. The Initial Term shall expire on _____.
4. ~~The square footage of the Building as of the date hereof is _____ (_____ square feet.~~ Intentionally Deleted.
5. The square footage of the Premises is _____ (_____ square feet.
6. Tenant's Proportionate Share is _____ percent (____%).
7. The Lease is in full force and effect and is hereby ratified and confirmed.
8. 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.
9. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Lease.

[Signatures on the Following Page]

[Signature page 1 of 1 to COMMENCEMENT DATE AGREEMENT]

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

LANDLORD:

By: _____

Its: _____

Dated: _____

TENANT:

By: _____

Its: _____

Dated: _____

EXHIBIT F

Insurance Requirements

1. Insurance Requirements for Tenants.

Prior to the Delivery Date, Tenant shall provide to Landlord a certificate of insurance (ACORD 27 form) evidencing all insurance coverages required herein. From and after the Delivery Date, Tenant shall carry and maintain, at its sole cost and expense, such insurance in the amounts specified and in the form hereinafter required. The Commercial General Liability, Automobile Liability, and Excess or Umbrella policies shall be issued by carriers with a rating of at least A-VIII by A.M. Best and endorsed to provide additional insured coverage to Landlord on a primary and non-contributory basis; provided that, Landlord shall not be an additional insured on Tenant's or Contractor's workers' compensation insurance policies. Tenant's insurer(s) shall waive all rights of subrogation on all policies by endorsement. To the extent commercially available, each policy shall provide for thirty (30) days' written notice to Landlord via certified U.S. mail, postage prepaid, prior to cancellation, non-renewal or alteration of terms and/or conditions. No policy shall contain a deductible in excess of \$5,000, and Tenant shall not be permitted to self-insure any of the following insurance coverages, without Landlord's prior express written consent. Tenant shall provide to Landlord, on Landlord's request, a certified copy of any policy required to be maintained by Tenant hereunder. Tenant shall carry such additional insurance which may be required to meet any requirements of Governmental Authorities and applicable laws. Landlord and Tenant each reserves the right to review the requirements for insurance no more frequently than every three (3) years for the purpose of increasing the limits of such insurance to limits reasonable and customary for similar facilities of like size and operation in the state of Florida in accordance with generally accepted insurance industry standards.

(a) Commercial General Liability. Tenant shall maintain commercial general liability insurance against any and all liability of the insureds with respect to the Premises or arising out of the maintenance, use or occupancy thereof or related to the exercise of any rights of Tenant pursuant to this Lease, with coverage limits of not less than (i) Three Million Dollars (\$3,000,000) for bodily injury to or death of any one or more persons in any one occurrence, and (ii) Three Million Dollars (\$3,000,000) for damage to property arising from Tenant's conduct and operation of its business on the Premises and in the Building in any one occurrence, and (iii) with a general aggregate limitation of not less than Three Million Dollars (\$3,000,000) applicable to all claims under such policy. Such limits shall be subject to increases in amount as Landlord may reasonably require from time to time, but not more frequently than one (1) time in any three (3) consecutive year period. All such bodily injury liability insurance and property damage liability insurance shall specifically insure Tenant's indemnity agreements as set forth in this Lease. Further, all such liability insurance shall include, but not be limited to, personal injury, blanket contractual, cross-liability and severability of interest clauses, product/completed operations, broad form property damage and independent contractors. Such policy shall also provide a minimum of Three Hundred Thousand Dollars (\$300,000) of fire legal liability coverage.

(b) Umbrella Liability. Tenant shall maintain a \$2,000,000 umbrella insurance policy in the same form as for the policy relating to the commercial general liability coverage.

(c) Comprehensive Property Insurance. Tenant shall maintain comprehensive property insurance covering all of the following:

(i) Personal Property. Tenant Improvements, Tenant's personal property, other leasehold improvements, trade fixtures, merchandise, equipment and personal property from time to time in, on or about the Premises in an amount not less than their full replacement cost from time to time, including replacement cost endorsement.

(ii) Business Interruption. Tenant shall maintain business interruption and loss of income insurance in amounts sufficient to insure Tenant's business operations and rental loss for a period of not less than one (1) year.

(d) Workers' Compensation. Tenant shall maintain workers' compensation insurance in the amount required by Applicable Laws.

2. Insurance Requirements for Tenant's Contractors.

At least five (5) Business Days prior to permitting any contractor (each a "Contractor") to commence work in the Premises, Tenant shall provide to Landlord a certificate of insurance evidencing that such contractor has all insurance coverages required herein, issued by carriers with a rating of at least A-VIII by A.M. Best, and endorsed to provide additional insured coverage to Landlord on a primary and non-contributory basis. Contractor's insurer(s) shall waive all rights of subrogation on all policies by endorsement. The carrying of the foregoing insurance shall in no way be interpreted as relieving the Contractor of responsibility whatsoever, and the Contractor shall carry, at its own expense, such additional insurance as they deem necessary.

The insurance required herein shall be written for not less than the limits of liability defined hereinafter, or required by law, whichever is greater.

(i) Worker's Compensation.

A.	State:	Statutory
B.	Applicable Liability:	Statutory
C.	Employer's Liability:	\$1,000,000.00
D.	Benefits Required by Union Labor Contracts:	As Applicable

(ii) Commercial General Liability. Combined single limit for bodily injury and property damage in the following amounts:

\$1,000,000.00 Each Occurrence
\$2,000,000.00 Annual Aggregate / Per Project and/or Per Location

A. Products and Completed Operations Insurance on an occurrence basis shall be maintained for a minimum of two years after final payment and Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during the above mentioned period.

B. Broad Form Property Damage Liability Insurance shall include coverage for X (Explosion), C (Collapse) and U (Underground) hazards.

C. Contractual Liability (Hold Harmless Coverage).

D. Bodily Injury.

E. Personal Injury, with Employment Exclusion deleted.

F. Premises Operations.

G. Independent Contractors Protective.

(i) Umbrella Excess Liability. \$5,000,000.00 Over Primary \$1,000,000.00 S.I.R. issued on an Occurrence basis (Note: limit increased by \$1,000,000 to make up for reduction of Commercial General Liability Occurrence Limit above).

(ii) Comprehensive Automobile Liability (owned, non-owned, hired).

A. Combined single limits for bodily injury and property damage;

\$1,000,000.00 Each Occurrence

\$1,000,000.00 Annual Aggregate

B. If the State where the Property is located has a no-fault Automobile Insurance requirement, the Contractor shall confirm that coverage is provided which conforms to any specific stipulation in the law.

