

LEASE

By and Between

CITY OF PORT ST. LUCIE

and

CLEVELAND CLINIC FLORIDA

Dated as of

November __, 2019

LEASE AGREEMENT

THIS LEASE AGREEMENT WITH PURCHASE OPTIONS (the “Lease” or the “Agreement”) is made and entered into as of the ____ day of _____, 2019, by and between THE CITY OF PORT ST. LUCIE, a Florida municipal corporation, whose mailing address is 121 S.W. Port St. Lucie Blvd., Port St. Lucie, Florida 34984 (“Landlord” or the “City”), and CLEVELAND CLINIC FLORIDA (A NONPROFIT CORPORATION) d/b/a CLEVELAND CLINIC FLORIDA, a Florida not-for-profit corporation, whose mailing address is 2950 Cleveland Clinic Boulevard, Weston, Florida 33331 (“Tenant”).

WITNESSETH:

In consideration of Premises, the rents, and the promises and mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Lease of the Premises. Landlord owns that certain real property situated in St. Lucie County, Florida, as described in **Exhibit A**, attached hereto and incorporated herein (the “Property”). The Property is commonly known as 9801 S.W. Discovery Way, Port St. Lucie, Florida, and consists of a building which is approximately 107,000 square feet of laboratory and office space, and includes without limitation the equipment, parking lot, sidewalks, streets, avenues, curbs and roadways comprising or abutting the Property, landscaping, irrigation systems, drainage improvements, electrical systems, HVAC systems, plumbing, outdoor lighting, signs, elevators and amenities (the “Building”).

The Property and the Building, along with all improvements thereto, including without limitation, structures, fixtures, additions, enlargements, extensions, improvements, modifications or repairs now or hereafter located thereon or therein and with the tenements, hereditaments, servitudes, appurtenances, rights, easements, privileges and immunities belonging or appertaining shall be collectively referred to as the “**Premises**”.

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, on the terms and conditions set forth below, the Premises.

2. Term. The term of this Lease shall be for a period of fifteen (15) years (the “Term”), commencing on the Effective Date (defined in Section 4 below and terminating on the date which is the last day of the month which is fifteen (15) years after the Effective Date (“Expiration Date”).

3. Purchase Options. Together with this Lease, the City has granted Tenant certain options to purchase the Premises (the “Purchase Options”) as set forth more fully in that certain Grant of Purchase Option Agreement attached hereto as **Exhibit C** and incorporated herein by reference.

4. Conditions Precedent to Effectiveness of this Lease. Notwithstanding anything contained herein to the contrary, this Lease shall not become effective unless and until: (i) the

City Council of the City of Port St. Lucie shall have approved the execution of (A) this Lease, and (B) the Grant of Purchase Option Agreement. The date on which this Agreement is approved as provided herein, but in no event earlier than November 1, 2019 (the "Execution Date") and, upon the Execution Date, this Agreement shall be a binding contract and agreement between Landlord and Tenant. Tenant shall take possession of the Premises on the first day following the Execution Date, which date is referred to herein as the "Effective Date".

5. Rent.

- i. **Base Rent.** Tenant agrees to pay to Landlord the sum of One Dollar (\$1) per year, as base annual rent (the "Base Rent"), during the Term in lawful money of the United States. The Base Rent shall commence on the Effective Date and shall be payable annually thereafter, in advance, on the first day of each calendar year without demand and without deduction, hold back or set off.
- ii. **Additional Rent.** Tenant also agrees to promptly pay when due any and all taxes, assessments, utilities, charges, fees or costs directly associated with or directly attributable to the Premises and the activities conducted thereon and therein, together with all interest and penalties that accrue thereon in the event of the failure of Tenant to pay those items when due ("Additional Rent"). The Additional Rent shall not include items which would not ordinarily be charged to an owner of the Premises and Property, e.g., maintenance charges or repair costs to the water and wastewater system of the City which would not ordinarily be charged to the owner of the property being served shall not be Additional Rent. It is the intent of the parties that the Lease be a net lease whereby Tenant bears any, and all costs, expense and charges assessed against the Premises. The Base Rent and Additional Rent shall collectively be referred to as "Rent".
- iii. **Security Deposit.** Tenant shall not be required to pay a security deposit to Landlord for the lease of the Premises.

6. Development Exceptions. Tenant expressly acknowledges that the Property is subject to the following matters (collectively, "Development Exceptions"), some of which may also be title exceptions.

- i. **Commercial Charter.** The Property is part of a planned commercial development within Tradition which was created by recordation of the Commercial Chapter for Tradition recorded in Official Records Book 2098, Page 1697, Public Records of St. Lucie County, Florida, as amended ("Commercial Charter"). Tenant agrees to comply with the Commercial Charter and pay the assessments imposed on the Property by the Tradition Commercial Association ("Commercial Association"). All improvements and signage to be constructed and erected on the Premises will be subject to the terms of the Commercial Charter and a "Master Sign Program" established for the Tradition development and must

be approved by the Design Review Committee established by the Commercial Charter.

- ii. Community Development Districts.** The Property is located within one or more existing Community Development Districts (each, a “CDD”) established for the provision of certain master and localized infrastructure for Tradition. Tenant agrees to pay any infrastructure bond assessments and operation and maintenance assessments imposed on the Property by a CDD.
 - iii. Special Assessment Districts.** The Property is located within one or more Special Assessment Districts (each, an “SAD”) created by the City in order to fund the cost of certain master infrastructure constructed by the City for Tradition. Tenant agrees to pay any SAD assessments imposed on the Property during the Term, including but not limited to the Southwest Annexation Project No. 1 Special Assessment described in City of Port St. Lucie Resolution 16-R48.
 - iv. Community Redevelopment District.** The Property lies within a Community Redevelopment District (“CRD”) established by the City. It is anticipated that the CRD will provide Tax Increment Funding to the SAD to offset the SAD Assessment, in part or in full, via a rebate from the CRD.
 - v. Notice and Cooperation.** Landlord shall promptly deliver to Tenant any notifications or other information received and/or issued by Landlord during the Term regarding the Development Exceptions should the same pertain in any manner to the Premises. To the extent that Landlord’s cooperation shall be necessary in order for Tenant’s compliance with any of the Development Exceptions, then Landlord shall cooperate; provided; however, that Landlord shall incur no cost or expense in connection therewith.
- 7. Taxes and Assessments.** Tenant shall pay promptly and before they become delinquent all taxes and assessments applicable to the Premises and/or this Lease, including, but not limited to, sales tax, personal property tax and general real estate taxes imposed at any time during the Term of this Lease, upon or against the Premises, including the land and all buildings, furniture, fixtures, equipment and improvements now or later located on the Premises, lawfully assessed either in the name of Landlord, fee owner or Tenant. Tenant's obligation to pay taxes shall commence to accrue on the Effective Date. Any installments of taxes and assessments relating to the periods at the Effective Date and Expiration Date shall be prorated in accordance with the customary method of prorating taxes in St. Lucie County, Florida. Tenant shall pay any CDD assessments that during the Term of this Lease may be levied or assessed by any governmental authority, property owners’ association or community development district, against the Premises.
- i. Contesting.** Tenant shall have the right to contest the amount or validity, in whole or in part, of any tax or imposition, for which Tenant is or is claimed to be liable hereunder, by appropriate proceedings diligently conducted in good faith but only after payment of such tax or imposition, unless such payment or payment thereof under protest would operate as a bar to such contest or interfere materially

with the prosecution thereof, in which event, notwithstanding Tenant's obligation to pay Rent herein, Tenant may postpone or defer payment of such imposition if:

1. Neither the Premises nor any part thereof would by reason of such postponement or deferment be in danger of being forfeited or lost; and
2. Upon the termination of any such proceedings, Tenant shall pay the amount of such imposition or part thereof, if any, as finally determined in such proceedings, together with any costs, fees, including counsel fees, interest, penalties and any other liability in connection therewith.
3. Landlord shall not be required to join in any proceedings referred to in this provision unless any laws or ordinances, at the time in effect, shall require that Landlord be a necessary party to such proceedings, in which event Landlord shall participate in such proceedings at Tenant's sole cost and expense, including litigation costs and attorneys' fees.

8. Triple Net. It is the intent of the parties that this Lease be deemed to be "triple net" without cost or expense to Landlord and that any obligations of every kind and nature whatsoever, whether general or special, ordinary or extraordinary, that may be necessary in connection with the use, occupancy, or operation of the Premises, including without limitation, those relating to taxes, assessments, insurance, repairs, maintenance, use, care or operation. All provisions of this Lease are to be construed in light of the intent that this Lease is to be an "Absolute Triple Net Lease".

9. Termination of Lease. Tenant shall have the right to terminate this Lease by providing Landlord with twelve (12) months ("Termination Period") prior written notice ("Termination Notice"). In the event Tenant terminates the Lease by providing the Termination Notice, Tenant shall vacate the Premises and the Lease shall terminate at the expiration of the Termination Period. If Tenant terminates the Lease as permitted in this Section 9 but does not occupy the Premises for the full twelve (12) months thereafter or if Tenant abandons the Premises and fails to provide Landlord with the Termination Notice, Tenant shall remain liable to pay Landlord the equivalent of twelve (12) months of reasonable carrying costs, which shall include but not be limited to taxes, assessments, utilities, service contracts, landscaping, operation costs, etc., for the Premises.

10. Maintenance, Repairs and Operational Costs. Landlord shall not be required or obligated to furnish any maintenance services or facilities or make any changes, alterations, additions, improvements or repairs in, on or about the Premises, or any part thereof, during the Term of this Lease. At all times during the Term, Tenant, at its sole cost and expense, shall keep the Property, Building and Premises in good order and condition except for reasonable wear and tear, except for damage by fire or other casualty and shall keep same in a clean, sanitary and safe condition and remove all rubbish and trash from same. Tenant hereby agrees to assume the full

and sole responsibility, including all costs and expenses, for all repairs and for the cost and expense of the maintenance, management, and operation of the Premises, which responsibility shall be broadly construed but not necessarily limited to all structural portions of the Premises, Property and Building to include all structural, roof, foundation exterior and interior portions of the Building and Premises beginning on the Effective Date and throughout the Term.

- i. **Waste.** Tenant shall not commit waste, overload the Building, or purposely subject the Premises to any use that would damage the Premises. Other than as utilized as part of the Primary Use or as otherwise provided for in this Lease, Tenant shall not permit any hazardous materials or conditions to occur or remain on the Premises. Tenant shall not use or occupy or permit or suffer the Premises to be used or occupied, and shall not do, or permit to be done, anything in or about the Premises, or any part thereof, that will cause material damage to the Premises, or any part thereof, or that will constitute a public or private nuisance or waste.
- ii. **Routine Maintenance.** Tenant shall be responsible for the regular removal of all garbage, trash, and other refuse from the Premises and for the maintenance and upkeep of the grounds constituting the Premises. Tenant covenants and agrees not to burn trash or garbage in, on, or about the Premises, excluding properly maintained incinerators or other high-temperature waste treatment systems. Tenant shall keep the Building in good repair, and in a clean, sanitary and safe condition.
- iii. **Failure to Maintain.** If Tenant refuses or fails to perform its obligations of repair and maintenance as required hereunder to the reasonable satisfaction of Landlord, Landlord may (but shall not be obligated to) after giving Tenant fifteen (15) days prior written notice thereof except in cases of emergency, either: (a) make such repairs or undertake such maintenance, and upon completion thereof, Tenant shall pay as Additional Rent the Landlord's costs for making such repairs or undertaking such maintenance (including labor and materials), upon presentation of the bill therefor, or (b) declare Tenant in default pursuant to the provisions of this Lease.
- iv. **Storage Tanks.** Tenant shall contact the Florida Department of Environmental Protection within thirty (30) days of the Effective Date and update the registration information to Tenant's contact information. Tenant is responsible for the annual registration fees of the storage tanks.

11. Use of the Premises. During the Term of this Lease, Tenant shall have the right to use and/or occupy the Premises for the sole purpose of establishing, operating and/or maintaining a laboratory-based, translational and clinical research institute and/or for other biomedical and scientific research, training, biomedical commercialization and incubation, and education primarily involved in medical and clinical research and development, together with ancillary uses to support said research and development, including classrooms, conference rooms, offices and libraries, etc. ("Primary Use"). The Parties recognize and acknowledge that the manner in which the Premises and improvements thereto are developed, used and operated are matters of importance to Landlord during Landlord's ownership of fee title to the Premises. Tenant shall

seek written approval from Landlord for any other uses of the Premises and Landlord shall not unreasonably withhold or delay its consent to such other uses so long as they are consistent with the purposes and uses set forth in Exhibit "C" to that certain Special Warranty Deed dated June 12, 2009 and recorded in Official Records Book 3101, Page 61, St. Lucie County, Florida Public Records. Tenant agrees that at no time will it knowingly permit the Premises or any portion thereof to be used for any illegal purpose.

12. Insurance. Tenant shall, on a primary basis and at its sole expense, maintain in full force and effect at all times during the Term of this Lease, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as Landlord's review or acceptance of insurance maintained by Tenant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Tenant under this Lease. The parties agree and recognize that it is not the intent of Landlord that any insurance policy/coverage that it may obtain pursuant to any provision of this Lease will provide insurance coverage to any entity, corporation, business, person, or organization, other than Landlord and Landlord shall not be obligated to provide any insurance coverage other than for Landlord or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this Lease, any obligation to name Landlord as an additional insured under any other insurance policy, or otherwise protect the interests of Landlord as specified in this Lease.

- i. Workers' Compensation Insurance & Employer's Liability.** Tenant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. Coverage shall apply on a primary basis.
- ii. Commercial General Liability Insurance.** Tenant shall agree to maintain Commercial General Liability insurance issued under an Occurrence or Claims-Made form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than \$2,000,000 per occurrence and \$5,000,000 in the annual aggregate. Tenant further agrees to carry an extended reporting period of not less than four (4) years following the early termination or expiration of this Lease.
- iii. Additional Insured.** Landlord shall be named as an Additional Insured under the General Liability, Auto Liability, and Pollution Liability policies which shall apply as primary and non-contributory. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees shall be listed as additionally insured in respects to the Cleveland Clinic Florida Lease of the VGTI Building.**" Tenant shall supply Landlord with either a copy of its Blanket

Additional Insured Endorsement or, if not applicable, a certificate of insurance including the additional insured language from its policy form, as provided by Tenant's policies. Policies shall provide thirty (30) day written notice to Landlord prior to any material changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of Landlord is amended during the Term of this Lease to exceed the above limits, Tenant shall be required, upon thirty (30) days written notice by Landlord, to provide coverage at least equal to the amended statutory limit of liability of Landlord.

- iv. Automobile Liability Insurance.** Tenant shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, Tenant does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Tenant to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Coverage shall apply on a primary basis.
- v. Pollution Insurance.** Tenant shall procure and maintain Pollution Liability Insurance in limits not less than \$1,000,000 per occurrence, \$3,000,000 aggregate, for the scope of their business operations, as well as for the two fuel storage tanks contained on the property. Coverage shall apply on a primary basis.
- vi. Property Insurance.** Tenant shall procure and maintain in force at its own expense, during the Term of this Lease, Commercial Property insurance covering the building and structures, fixtures and equipment, Tenant improvements and betterments and property in the open, and as more particularly described or reflected in the exhibits to this Lease. Tenant is responsible for insuring their own personal property. Flood Insurance is required for building/improvements & betterments if property lies within a Special Flood Hazard Area. Coverage is to be written in an amount of not less than the full replacement cost without deduction for depreciation, special form including perils of fire, windstorm/hail, earth movement, theft, vandalism, and malicious mischief. Building Ordinance & Law coverage, Business Income including Loss of Rents, Legal Liability Coverage Form and Equipment Breakdown/Boiler & Machinery are to be included. The City of Port St. Lucie shall be listed as a Loss Payee. In addition, Tenant shall procure and maintain Property Insurance, for property belonging to Tenant, in limits the Tenant deems appropriate.
- vii. Waiver of Subrogation.** Tenant shall agree by entering into this Lease to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement, then Tenant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy

specifically prohibits such an endorsement, or voids coverage should Tenant enter into such a Contract on a pre-loss basis.

viii. Deductibles. All deductible amounts shall be paid for and be the responsibility of Tenant for any and all claims under this Lease. Where an SIR (self-insured retention) or deductible exceeds \$5,000, the Landlord reserves the right, but not obligation, to review and request a copy of the Tenant's most recent annual report or audited financial statement.

ix. Additional Insurance Provisions. It shall be the responsibility of Tenant to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced above. Tenant may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. All insurance carriers must have an AM Best rating of at least A:VII or better. A failure on the part of Tenant to execute the contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the Lease.

x. Notwithstanding anything to the contrary contained herein, at Tenant's sole discretion, any liability insurance required to be carried by Tenant pursuant to this Lease may be on a claims-made basis and may be provided under: (i) a blanket policy or policies which includes other liabilities, properties and locations of the insuring party, (ii) a plan of self-insurance maintained in whole or in part either under a plan of self-insurance, or from a carrier which specializes in providing coverage to or for Tenant or its affiliates, or firms in the same or related businesses, or (iii) a combination of any of the foregoing. Tenant further agrees to carry an extended reporting period of not less than four (4) years following the early termination or expiration of this Lease.

13. Utilities. All applications and connections for necessary utility services on and to the Premises shall be made in the name of the Tenant and Landlord, if possible, however, during the Term of the Lease, Tenant shall be solely responsible to pay all charges, fees and costs for: (i) utility services furnished to the Premises during the Term, (ii) moving/removing, maintaining and/or improving all necessary utility connections, and the water, sanitary and storm drain mains and mechanical and electrical conduits and other utilities, whether or not owned by Landlord, (iii) any additional cost, if any, of locating and installing new facilities for sewer, water, electrical, and other utilities as needed to service the Premises, for any extension, relocation and/or upgrading of such utilities, and for relocation of existing utilities presently serving the Building.

i. Cooperation. Landlord shall cooperate with Tenant to the extent that Tenant needs Landlord to: (a) join in any agreements or documents for installation of any connections necessary or desirable for the Building or required to comply with its obligations hereunder, or (b) grant easements to public utility providers across the Premises and other property owned by City as may be required or desirable to

serve the Premises, and/or (c) relocate existing utility lines and facilities to develop or improve the Premises.

14. Security. Tenant, at Tenant's sole cost and expense, shall be responsible for providing sufficient security for the Premises for the Primary Use during the Term.

15. Landlord and Tenant Property. Excepting landscaping, irrigation systems, electrical systems, HVAC systems, plumbing, outdoor lighting, elevators and signs, which the Tenant is required to maintain and repair, all equipment, inventory, trade fixtures, and other property owned by Landlord and located in or on the Premises shall remain the property of Landlord (the "FF&E"), except as provided otherwise below. All supplies and chemicals inventory on the Premises will immediately become the property of the Tenant. Within sixty (60) days of the Effective Date, Tenant shall determine which items of the FF&E Tenant does not want to keep on the Premises and Tenant shall move said unwanted FF&E items to the loading dock on the Premises. Tenant shall provide Landlord with written notice when the unwanted FF&E items have been moved to the loading dock. Landlord shall have access to said items for a period of seven (7) consecutive days following receipt of the written notice within which to remove FF&E items which the Landlord desires to keep. The Tenant shall have the right to discard or dispose of any unwanted items remaining on the Premises after said seven-day period. Tenant shall provide Landlord with an inventory of the FF&E remaining on the Premises, which will be attached hereto and incorporated herein as **Exhibit D**. If the Tenant repairs or improves any item of FF&E and the cumulative costs of repair and improvement exceed 25% of the book value of such item, then that item shall become the sole property of the Tenant; provided, however, that Tenant shall provide evidence of the costs of repair and improvement to such item to Landlord. Any FF&E item which becomes inoperable or obsolete may be disposed of by the Tenant and the Tenant shall notify the Landlord thereof in writing. Any new items of FF&E purchased by the Tenant shall be and remain the property of the Tenant. If the Tenant purchases the Property under the Purchase Options referenced above, then, on the date of purchase, all remaining items of Landlord's FF&E shall immediately become the property of the Tenant at no additional cost. If this Lease terminates without the Tenant purchasing the Property, then the remaining FF&E owned by the Landlord shall remain on the Premises. Tenant shall use its best discretion in determining what, if any, of the Tenant's or Landlord's equipment should be covered by maintenance agreements. Further, any equipment, inventory, trade fixtures and other property placed in the Premises and in the Building by Tenant from and after the Effective Date shall be the sole property of Tenant. Tenant understands and agrees that any loss by theft or otherwise, or damage to, Tenant's property located in, on, or about the Premises shall be at the sole risk of Tenant. Landlord is not responsible for the loss or damage of Tenant's property located in, on, or about the Premises and Landlord will not procure or maintain property insurance for it.

16. Compliance with Law. During the Term, Tenant shall be responsible for causing the Premises to comply with all hereinafter enacted laws, ordinances, rules, regulations, authorizations orders and requirements of all federal, state, county and municipal governments, the departments, bureaus or commissions thereof, authorities, regulatory bodies, boards or officers exercising or having jurisdiction over all or any part of the Premises. Neither this Lease, nor any of its provisions, shall prevent Landlord from enacting or seeking to enforce any rule,

regulation, ordinance or charter provision which may affect the Premises, regardless of whether such local law is the results of action by the City Council, the Mayor, or by initiative and referendum, or by any other applicable procedure.

17. Alterations and Improvements. Tenant shall not make any structural alterations or improvements to the Premises without having first obtained Landlord's written consent, which consent will not be unreasonably withheld, qualified or delayed. All alterations and improvements constructed by Tenant, its agents, or contractors, shall: (i) conform to the requirements of this Lease; (ii) be made in a commercially reasonable and workmanlike manner; and (iii) comply with all applicable state, federal, county, and local statutes, ordinances, building codes and any other applicable rules and regulations. Tenant shall be responsible for obtaining any and all necessary permits and approvals required for any improvements constructed at the Premises. At the expiration or termination of the Lease, all such permanent additions, changes, alternations, improvements, and new structures placed, built or brought on the Premises shall be and remain the property of Landlord.

18. Casualty. In the event the Premises are damaged or destroyed by fire, lightning, storm, or other casualty, Tenant shall promptly notify Landlord of such damage and properly secure the Premises to a safe condition in compliance with all applicable laws and ordinances. The parties agree to cooperate with respect to insurance proceeds received in connection with the damage, destruction or casualty loss and performing any remediation work to the Premises with reasonable diligence, it being the parties' intent and goal of achieving a fully functioning biomedical sciences building.

19. Condemnation. If all of the Premises are acquired or condemned by eminent domain, condemnation, or similar proceeding for any public or quasi-public use or purpose, then the Term of this Lease shall cease and terminate as of the date of title vesting as a result of such proceeding, and all Rent, Additional Rent, and other charges shall be paid by Tenant up to that date. Tenant shall receive the award, awards or damages in respect of the loss of Tenant's rights under this Lease and the Grant of Purchase Option Agreement attached hereto. If any portion of the Premises is acquired or condemned by eminent domain, condemnation, or similar proceeding for any public or quasi-public use or purpose, with the result that the remaining portion of the Premises cannot be reasonably used for the Primary Use of the Premises, in Tenant's reasonable opinion, then this Lease shall cease and terminate as of the date of title vesting as a result of such proceeding and Tenant shall receive the award, awards or damages in respect of the loss of Tenant's rights under this Lease and the Grant of Purchase Option Agreement attached hereto. In the event of a partial taking or condemnation which does not result in the remaining portion of the Premises being unusable for the Primary Use of the Premises, in Tenant's reasonable opinion, then Tenant shall not be released from Tenant's obligations under this Lease but the Base Rent and Additional Rent payable hereunder shall be reduced by a pro rata amount based upon the portion of the Premises condemned or acquired in such proceeding relative to the remaining portion of the Premises which is still usable by Tenant. To the extent the Lease is terminated pursuant to this Section 19 then ownership of the FF&E remaining in the Premises shall be allocated in accordance with Section 15 hereof.

20. Expiration of Term. At the expiration or termination of the Term, Tenant shall peaceably and quietly yield up to Landlord possession of the Premises, together with all improvements thereon, in good order and condition, reasonable wear and tear excepted. Upon such expiration or termination, Tenant, at the reasonable request of Landlord, shall deliver to Landlord all plans, surveys, permits and other documents in Tenant's possession relating to, and necessary or convenient for, the operation of the Premises not otherwise considered to contain proprietary information of Tenant. Any personal property of Tenant which remains on the Premises after the expiration or earlier termination of this Lease for a period of thirty (30) days after written request by Landlord for removal, shall, at the option of Landlord, be disposed of without accountability, in such a manner as Landlord may see fit.

21. Assign and Sublet. Tenant shall not assign its interest in this Lease without the City's prior written consent which shall not be unreasonably withheld, conditioned or delayed in the event that such request to assign this Lease is (i) to a business with which Tenant may merge or consolidate, (ii) to any wholly owned subsidiary or affiliate of Tenant, or (iii) to a purchaser of substantially all of Tenant's assets. Tenant may sublet any part of the Premises to any person or entity which is engaged in the Primary Use, without the prior written consent of Landlord, so long as Tenant's designated governing body approves of the person or entity subletting from Tenant. Tenant shall not sublet any part of the Premises to any person or entity not engaged in the Primary Use, without the prior written consent of Landlord. In the event of any subletting of the Premises, Tenant shall remain fully responsible and liable for the payment of Rent, Additional Rent, and any and all other sums or charges required hereunder and for the performance of all other obligations, promises and covenants imposed upon Tenant herein.

22. Signs. The Tenant shall make application for approval of Signage (defined below) in accordance with applicable local law, the Commercial Charter and the Master Sign Program as soon as reasonably possible following the Effective Date and, within one hundred twenty (120) days of the approval of the Signage, Tenant shall, at Tenant's sole cost and expense, cause the external street sign, the building identification sign, and the sign located at Innovation Way and Village Drive (hereinafter all signs referred to as "Signage") to identify Tenant. Signage shall remain on the Premises during the Term of this Lease. Tenant shall, at Tenant's sole cost and expense, be responsible for keeping Signage clean and in good condition and shall be responsible for the maintenance and upkeep of the Signage. Tenant acknowledges that Signage to be constructed and erected on the Premises will be subject to the terms of the Commercial Charter and a "Master Sign Program" established for the Tradition development and must be approved by the Design Review Committee established by the Commercial Charter. Landlord shall cooperate with Tenant, as necessary, in obtaining any approvals from the Design Review Committee or as otherwise necessary to comply with the provisions of this Section 22.

23. Broker. Landlord and Tenant acknowledge and agree that Avison Young-Florida LLC, located at 2020 Ponce de Leon Blvd., Suite 1200, Miami, Florida 33134 ("Broker"), acted as the real estate broker for the transaction contemplated by this Agreement. In consideration of terms herein, Landlord and Tenant have agreed to split equally the commission of Broker, which is the subject of a separate listing/brokerage agreement, provided, however, that in no event shall the

commission of the Broker exceed the amount of Four Hundred Forty Thousand Dollars (\$440,000.00) (the "Commission").

24. Hazardous Material. Landlord represents and warrants to Tenant that, to the best of Landlord's knowledge, the Premises are free and clear of Hazardous Materials (as hereinafter defined). For the purposes of this Lease, "Hazardous Materials" means any hazardous or toxic substances, materials or wastes, including those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) as now in effect or as same may be amended from time to time, or such substances, materials, and wastes which are now or hereafter become regulated by any federal, Florida, district, St. Lucie county or City of Port St. Lucie environmental agency, including, without limitation, any material, waste or substance which is asbestos and petroleum-related products. Tenant shall not use, generate, store, or dispose of Hazardous Materials on the Premises except those customarily utilized in connection with the Primary Use, and then only in amounts reasonably necessary to perform Tenant's or other permitted occupant's operations. Tenant shall provide, operate and maintain adequate facilities for separating, neutralizing, treating, storing and properly disposing of industrial waste and foreign materials, including biomedical and biohazardous waste and materials generating by Tenant's operation, as required by applicable laws, ordinances, rules, orders and regulations of any governmental entity as now existing or promulgated hereafter. Tenant shall have the absolute and sole responsibility to promptly address, cure, and remediate instances in which Hazardous Materials are released on the Premises or migrate to Premises, as required by applicable laws, ordinances, rules, orders and regulations of any governmental entity as now existing or promulgated hereafter.

25. Indemnification. Tenant shall indemnify, defend and hold harmless Landlord, and its officers, employees, attorneys, and agents, and all of the successors and assigns of the foregoing ("Indemnified Party") from and against any all "Claims" (as defined below), costs, losses, damages (including but not limited to all fees and charges of attorneys, experts, and other professionals, and all court or other resolutions costs) liabilities, expenditures, or causes of action of any kind, to the end arising from relative to or cause by: (a) the acts or omissions of Tenant, or its officers or employees, or its contractors (including negligent, reckless, or willful or intentional acts or omissions of any contractor, subcontractor or anyone directly or indirectly employed by any of them to perform or furnish any work or services for Tenant) or its invitees, vendors, agents; (b) the maintenance or operation by Tenant of the Premises; (c) a default by Tenant in the performance of its obligations under this Lease; (d) the use of Premises by Tenant, its officers, employees, contractors, invitees or agents; or (e) some or all of the foregoing.

- i. Claims.** Claims shall mean: (a) claims for bodily injury, disease or death; (b) claims for injury or destruction of real or personal property and including the loss of use of value, or both, resulting therefrom; (c) claims alleging violation of the United States or Florida Constitution, Code or statute of any federal or state agency rule or regulation, district regulation or of the St. Lucie County Code or Administrative Rules, or of the City of Port St. Lucie's Code, or of any judgment, order, decree, or permit, or other binding directive, or some or all of the

foregoing; (d) claims alleging a violation of any common law duty; (e) claims asserting a mechanic's lien, judgment lien, equitable lien, construction lien, or any other type of lien against the Landlord, or any property owned by the Landlord, its successors or assigns; (f) claims alleging any actual or alleged infringement of any intellectual rights or property of any person; or (g) claims alleging some or all of the foregoing.

ii. Waiver. Tenant acknowledges and agrees that it waives and releases any defense, excuse, or avoidance it may now have or ever in the future have that the indemnity provided to the Indemnified Party by the provisions hereof are not fully enforceable as written.

iii. No Conditions. The obligations of the Tenant under this Indemnification provision are absolute and unconditional and are not conditioned in any way on any attempt by an Indemnified Party to collect from an insurer any amount under a liability insurance policy or collect against others whom may be liable to the Indemnified Party, and are not subject to any set-off, defense, deduction, or counterclaim that Tenant might have against the Indemnified Party. The insurance requirements set forth herein are independent of Tenant's indemnification and other obligations under this Lease and shall not be construed or interpreted in any way to restrict, limit, or modify Tenant's indemnification and other obligations or to limit Tenant's liability under this Lease.

The obligations of Tenant hereunder shall survive the expiration or other termination of this Lease.

26. Right to Inspect. Upon Landlord's reasonable prior notice to Tenant, Tenant shall permit Landlord, and any agents, employees, or independent contractors of Landlord to have access to and to enter upon the Premises at all reasonable or necessary times to inspect the Premises. At any time within one hundred and twenty (120) days prior to the Expiration Date only, Landlord, or its agents, employees, or independent contractors, may show the Premises to prospective purchasers or lessees, and may, within said time, list the Premises with a broker or brokers, advertise the Premises in newspapers, multiple listing services, or otherwise offer the Premises for sale or rent. Such right of entry, except in cases of emergency, shall at all times, be upon reasonable prior notice to Tenant. Landlord shall have no right to list the Premises for sale during the Term of this Lease or for so long as the Purchase Options remain in effect.

27. No Reliance on Diligence Items. In the course of Tenant's review of the Premises, Landlord may but is not obligated to provide certain due diligence materials (i.e. plats, surveys, legal descriptions, architectural drawings, engineering drawings, sketches, surveys, utility locations and utility-related equipment, recorded or unrecorded easements or licenses affecting the Premises, etc.) (hereafter the "Diligence Items"). Tenant acknowledges and agrees that some or all of the Diligence Items may have been prepared or furnished by third-parties outside of Landlord's control or employment and have been provided purely as a courtesy to Tenant. Tenant acknowledges and agrees that none of the Diligence Items shall be deemed to be an

express or implied representation of the quality or conditions of the Premises or any portion thereof or confirmation by Landlord of the accuracy of any condition or depiction set forth therein.

28. Default or Breach. Each of the following events shall constitute a default by Tenant of its obligations under this Lease:

- i. Failure to Pay Rent.** Tenant's failure to pay to Landlord the Base Rent, Additional Rent, or any other sums or charges due hereunder within thirty (30) days after the same shall be due.
- ii. Failure to Perform.** Tenant's failure to perform or comply with any of the conditions or provisions of this Lease other than with respect to the payment of Rent, for a period of thirty (30) days after the delivery to Tenant by Landlord of written notice of such failure, or for such additional period of such time as is reasonable provided that Tenant shall commence to cure such matter within such thirty (30) day period and thereafter diligently pursue completion thereof.
- iii. Failure to Maintain All Applicable Licenses.** Tenant's failure to maintain any active licenses in good standing as necessary to lawfully carry out Tenant's operations for the Primary Use in the Premises.
- iv. Failure to Occupy or Operate.** Tenant vacating, abandoning or closing its facilities located in the Premises. Tenant will be considered to have abandoned the Premises if not present for a period of three (3) months. If Tenant abandons the Premises, Landlord shall have the right re-enter the Premises and, after delivering at least thirty (30) days prior written notice, may consider all personal property belonging to Tenant and left on the Premises to also have been abandoned in which case Landlord may dispose of the personal property in any manner it deems appropriate and is relieved of all liability for doing so.

29. Effect of Default. In the event of any default by Tenant of its obligations under this Lease, the rights of Landlord shall be as follows:

- i. Termination of Lease.** Landlord may terminate this Lease and all rights of Tenant hereunder by giving Tenant sixty (60) days prior written notice that this Lease is terminated; if Landlord terminates this Lease, then Landlord, as its sole and exclusive remedy, subject to subsection ii below, may recover from Tenant the equivalent of twelve (12) months of reasonable carrying costs, which shall include but not be limited to taxes, assessments, utilities, service contracts, landscaping and operation costs for the Premises.
- ii. Right to Cure.** Landlord may elect, but shall not be obligated, to make any payment required of Tenant herein or perform any work required to be performed by Tenant hereunder, and Landlord shall have the right to enter the Premises for

the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by Landlord shall not be deemed to waive or release the default of Tenant or the right of Landlord to take any action as may be otherwise permissible hereunder in the case of any default.

iii. Damages. Whenever either party may seek or claim damages against the other party (whether by reason of a breach of this Lease by such party, in enforcement of any indemnity obligation, or otherwise), neither Landlord nor Tenant shall seek, nor shall there be awarded or granted by any court, arbitrator, or other adjudicator, any speculative, consequential, collateral, special, punitive, or indirect damages whether such breach shall be willful, knowing, intentional, deliberate, or otherwise. The parties intend that any damages awarded to either party shall be limited to actual, direct damages sustained by the aggrieved party. Neither party shall be liable for any loss of profits suffered or claimed to have been suffered by the other. This provision shall survive the expiration or termination of this Lease.

30. Not Consent to Sue. The provisions, terms or conditions of the Lease shall not be construed as a consent of Landlord, City of Port St. Lucie, to be sued because of said leasehold. Nothing in the Lease shall be construed as an indemnification of Tenant by Landlord or as a waiver of sovereign immunity beyond that provided in Florida Statutes, Section 768.28.

31. No Construction Against Preparer. This Lease has been prepared by Landlord and Tenant. Landlord and Tenant believe that this Lease is the product of their collective efforts, that it expresses their agreement, and that it should not be interpreted in favor of either Landlord or Tenant or against either Landlord merely because of their efforts in preparing it.

32. City's Rights as Sovereign. It is expressly understood that notwithstanding any provision of this Agreement and Landlord's status as City hereunder, the City retains all of its sovereign prerogatives and rights as a municipal corporation under Florida laws (but not in regard to its status as City in its capacity as landlord and the performance of its contractual duties hereunder) and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building or zoning or exercising its planning or regulatory duties and authority. For the avoidance of doubt, this Agreement shall not impose any obligation upon the City in its regulatory capacity. At Tenant's request, City agrees to cooperate with Tenant in good faith and with reasonable diligence, with any efforts by Tenant to seek approvals and agreements from the City under Chapter 163 of the Florida Statutes, including without limitation City's joinder in any applications for and active support of such approval.

33. Public Records Law. Tenant acknowledges that Landlord is subject to Chapter 119 of the Florida Statutes, commonly known as the Florida Public Records Law. Landlord shall retain copies of this Lease and any and all related documents including written correspondences between Landlord and Tenant and Tenant acknowledges that the same shall become a public record subject to the Florida Public Records Law, which the Landlord shall disclose whenever a

public records request is properly made. This provision shall survive the expiration or earlier termination of this Lease. Landlord acknowledges that: (1) Tenant is a private entity and has not been delegated any authority to act on behalf of Landlord or otherwise exercise any governmental function; (2) Landlord does not and will not control Tenant's professional activities or judgment; (3) Tenant has no authority to play an integral part in Landlord's decision-making process; and (4) Tenant is not subject to the Florida Government in the Sunshine or the Florida Public Records Laws.

34. No Equitable Ownership. Nothing in this Lease shall be interpreted to create an equitable ownership of the Property in Tenant's name. Tenant specifically confirms that it is not the equitable owner of the Premises and waives any benefits which may accrue to Tenant in the event that they were deemed to be an equitable owner of the Premises. At all times in this Lease, the Landlord shall remain the owner of the Premises.

35. Mechanics Liens. Tenant has no authority, expressed or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind the interest of Landlord or Tenant in the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that should any lien be filed, Tenant shall discharge the same within thirty (30) days thereafter by paying the same or by filing a bond, or otherwise, as permitted by law. Tenant agrees that it will save, defend and hold Landlord harmless for any and all loss, costs or expense based on or arising out of any asserted claims or liens against the leasehold estate or against the right, title or interest of the Landlord in the Premises or under the terms of this Lease. Tenant agrees to give Landlord prompt written notice of Tenant's awareness of the placing of any lien or encumbrance against the Premises and Landlord agrees to do the same.

36. Notices. Whenever this Lease requires or permits any notice by one party to the other, such notice shall be written and sent to the addresses set forth below by any of the following means: (a) commercial overnight or next business day guaranteed courier service, (b) certified United States Mail, return receipt requested, (c) hand delivery, or (d) via email transmission with confirmed receipt. Notice shall be deemed given upon receipt or refusal of delivery of said notice. A notice given by an attorney representing the party to this Lease shall be deemed to be given by such party. Addresses for notices are as follows:

Any notice to be served upon Landlord shall be served to the following address:

City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Attention: City Manager
Telephone: 772-871-5163
Email: rblackburn@cityofpsl.com

With a copy to:

City of Port St. Lucie, Florida
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984
Attention: City Attorney
Telephone: 772-871-5294
Email: jstokes@cityofpsl.com

Any notice to be served upon Tenant shall be served to the following address:

Cleveland Clinic Florida
2950 Cleveland Clinic Boulevard
Weston, Florida 33331
Attention: Osmel Delgado, Chief Operating Officer
Telephone: 954-689-5283
Email: delgado@ccf.org

With a copy to:

Cleveland Clinic Florida
2950 Cleveland Clinic Boulevard
Weston, Florida 33331
Attention: Barbara del Castillo, General Counsel
Telephone: 954-689-5057
Email: delcasb@ccf.org

37. Quiet Enjoyment. Landlord warrants that if Tenant shall pay all Rent as provided herein to be paid by Tenant and perform all the covenants of the Lease to be performed by Tenant, Tenant shall, during the Term hereof, freely, peaceably and quietly occupy and enjoy the full possession of the Premises, together with all appurtenances and all other rights and privileges herein granted, without hindrance or interruption by Landlord or any other person(s) acting through Landlord.

38. Holdover. Any holding over after the expiration of the Term, with the consent of Landlord, shall be construed to be a month-to-month tenancy and shall be subject to the terms of this Lease. If Tenant holds over without Landlord's consent, such tenancy shall be construed as a tenancy at sufferance and Tenant shall pay as holdover rent an amount equal to one hundred percent (100%) of the prorated Rent for each day that Tenant fails to surrender possession of the Premises to Landlord.

39. Inspection Period. Notwithstanding anything contained herein to the contrary, from and after the Effective Date until January 1, 2020 (the "Inspection Period") Tenant shall have the right to conduct any and all investigations and inspections, other than destructive testing, of the Property as Tenant deems necessary to determine its suitability for Tenant's intended purposes. In the event that Tenant shall determine the Property to be in an unacceptable condition, in

Tenant's sole discretion, then Tenant shall have the right to terminate this Lease, without penalty, by providing written notice to the City prior to the expiration of the Inspection Period and thereafter the Lease shall terminate and be of no further force and effect. Any and all expenses paid or costs expended by Tenant during the Inspection Period shall be non-refundable. The Triple Net nature of this Lease shall apply during the Inspection Period.

40. Miscellaneous Provisions:

A. Applicable Laws. Each party shall comply with all applicable local, state and federal laws, rules and regulations, as well as any and all governing agencies, pertaining to this Lease.

B. Binding. All terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns and subtenants of the parties hereto.

C. Governing Law and Venue. This Agreement shall be construed according to the laws of the State of Florida and the venue of any action under this Lease shall be in St. Lucie County, Florida.

D. Exhibits. Any and all Exhibits and Attachments referenced in this Lease are incorporated into this Lease by such reference, even if not physically attached hereto.

E. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

F. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remainder of the provisions of this Lease will remain in full force and effect.

G. Entire Agreement. This Agreement and all exhibits and attachments attached hereto contain the entire and complete understanding and agreement between the parties pertaining to the subject matter herein, and supersedes any and all prior agreements or understandings, whether oral or written, relating to the subject matter hereof.

H. Amendments. This Agreement may be amended or modified by mutual consent of the parties, provided any and all such amendments or modifications shall be in writing and signed by authorized representatives of both parties.

I. Construction. Whenever the context of this Agreement so requires or admits, words used in the neuter gender include the masculine and feminine; the singular includes the plural and the plural the singular; the word "person" includes a corporation, partnership, or unincorporated association as well as a natural person. The fact that a party may be deemed to have drafted or structured any provision hereof shall not be considered in construing the particular provisions either in favor of or against such party.

J. Headings. The paragraph headings contained in this Agreement are labels to assist in locating and reading the respective paragraphs and shall have no effect upon the construction of the Lease.

K. Computation of Time. Unless otherwise specified, term “days” when used in this Agreement mean calendar days. If any time ends on a Saturday, Sunday, or holiday officially recognized by the City, the period will end on the next succeeding business day.

L. No Waiver by City. No failure by Landlord to insist upon the strict performance of any of the terms of this Agreement or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by Landlord of full or partial Rent during the continuance of any such breach, shall constitute a waiver of any such breach or of any of the terms of this Agreement. None of the terms of this Agreement to be kept, observed or performed by Tenant, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by Landlord. No waiver of any breach shall affect or alter this Agreement, but each of the terms of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. No waiver of any default of Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant, term or conditions.

M. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement. To the extent permissible under Florida law, a facsimile/electronic (i.e. sent as a PDF attached to an email) signature shall be deemed to constitute an original signature for the purposes of this Lease.

N. Status of Parties. It is mutually understood and agreed that the relationship between the parties shall be that of independent entities contracting with each other at arm’s length and that this Agreement does not and shall not be construed to create the relationship of agent, employee, partnership, joint venture or association between the parties.

O. Force Majeure. Neither party shall be liable to the other party for any interruption, failure, inability, or delay to perform hereunder, if such failure, inability, or delay is due to any cause beyond the reasonable control of the party so failing, including, without limitation, acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, or labor dispute, or inability to access necessary supplies, and due diligence is used in curing such cause and in resuming performance; provided, however, that the foregoing shall in no event be applicable with respect to the payment of money from Tenant to Landlord.

P. Binding Lease. This Agreement shall be binding upon and shall inure to the benefit of, the parties and their respective representatives, successors and permitted assigns.

Q. Recording. A Memorandum of this Agreement may be recorded among the Public Records of St. Lucie County, Florida in order to give record notice of the existence of this Agreement, provided the Memorandum shall not include the financial terms of this Lease. Either party may request that such Memorandum be recorded. The Party requesting such Memorandum shall be responsible for the payment of any recording fees and/or taxes.

R. 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 health department.

S. Time of the Essence. It is understood and agrees between the parties that time is of the essence for all performances and obligations due under this Agreement.

T. Waiver of Jury Trial. NEITHER LANDLORD NOR TENANT SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTER-CLAIM, OR ANY OTHER LITIGATION BASED UPON, OR ARISING OUT OF THIS LEASE, ANY RELATED INSTRUMENT, ANY COLLATERAL OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG THE PARTIES, OR ANY OF THEM. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. THIS WAIVER SURVIVES THE EXPIRATION OR TERMINATION OF THIS LEASE.

{Remainder of this page intentionally left blank}

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed, the day and year below written.

WITNESSES:

LANDLORD:

CITY OF PORT ST. LUCIE

Name: _____

Name: _____

By: _____
Name: _____
Title: _____
Date: _____

[Additional signature on the following page]


TENANT:

**CLEVELAND CLINIC FLORIDA (A
NONPROFIT CORPORATION) d/b/a
CLEVELAND CLINIC FLORIDA, a
Florida not-for-profit corporation**

Name: _____

Name: _____

By: _____


Name: _____
Title: _____
Date: _____

William M. Peacock, III, PE
Chief of Operations

10/23/2019

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING A PORTION OF PARCEL 5, SOUTHERN GROVE PLAT NO. 4, AS RECORDED IN PLAT BOOK [56, PAGES 18](#) THROUGH 23, OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEASTERLY CORNER OF PARCEL 6, OF SAID PLAT, SOUTHERN GROVE PLAT NO. 4; THENCE NORTH 15 DEG 20' 39" WEST, ALONG THE EASTERLY LINE OF PARCEL 6, OF SAID PLAT, A DISTANCE OF 155.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 15 DEG 20' 39" WEST, A DISTANCE OF 499.09 FEET TO THE SOUTHERLY BOUNDARY OF OPEN SPACE TRACT 1, OF SAID PLAT, AND A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 187.00 FEET, A CHORD BEARING OF NORTH 64 DEG 49' 35" EAST AND A CHORD DISTANCE OF 6.85 FEET; THENCE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 02 DEG 05' 52", AN ARC DISTANCE OF 6.85 FEET, TO A TANGENT LINE; THENCE NORTH 63 DEG 46' 39" EAST, A DISTANCE OF 583.27 FEET; THENCE SOUTH 26 DEG 13' 21" EAST, A DISTANCE OF 490.00 FEET; THENCE SOUTH 63 DEG 46' 39" WEST, A DISTANCE OF 511.19 FEET; THENCE SOUTH 15 DEG 20' 39" EAST, A DISTANCE OF 612.34 FEET TO THE NORTH LINE OF A PROPOSED RIGHT OF WAY LINE ALSO BEING A TRACT OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK [3071, AT PAGE 2591](#), OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 79 DEG 27' 11" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 60.21 FEET; THENCE NORTH 15 DEG 20' 39" WEST, A DISTANCE OF 595.77 FEET; THENCE SOUTH 63 DEG 46' 39" WEST, A DISTANCE OF 112.01 FEET, TO THE POINT OF BEGINNING.

a/k/a

Parcel 4 of Southern Grove Plat No. 8, recorded in Plat Book [62, Page 29](#), of the Public Records of St. Lucie County, Florida.

EXHIBIT B

Intentionally Deleted

Exhibit C – Grant of Purchase Options Agreement

[attached hereto]

GRANT OF PURCHASE OPTION

THIS GRANT OF PURCHASE OPTION AGREEMENT (this “Agreement”), dated as of the ____ day of _____, 2019, made by and between the CITY OF PORT ST. LUCIE, a municipal corporation of the State of Florida, whose mailing address is 121 S.W. Port St. Lucie Blvd., Port St. Lucie, Florida 34984 (“Landlord” or “City”), and CLEVELAND CLINIC FLORIDA (A NONPROFIT CORPORATION) d/b/a CLEVELAND CLINIC FLORIDA, a Florida not-for-profit corporation, whose mailing address is 2950 Cleveland Clinic Boulevard, Weston, Florida 33331 (“Tenant”).

RECITALS:

WHEREAS, Landlord and Tenant are parties to that certain Lease dated as of the date hereof for that certain real property situated in St. Lucie County, Florida, known as 9801 S.W. Discovery Way, Port St. Lucie, Florida (the “Lease”); and

WHEREAS, among other rights granted to Tenant under the Lease, Landlord has granted Tenant certain options to purchase the Premises upon terms and conditions more fully set forth herein; and

WHEREAS, all capitalized terms used herein, but not otherwise specifically defined in this Agreement, shall have the meanings ascribed to them in the Lease.

NOW, THEREFORE, for valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. Options to Purchase Agreement. The City hereby gives and grants to Tenant the exclusive and continuous option to purchase the Premises, described on **Exhibit A** attached hereto and incorporated herein by reference, through Tenant’s valid exercise of a purchase of the Property at the Purchase Price (defined below) or through Tenant’s valid exercise of a Standard Purchase Option (defined below) or the Accelerated Purchase Option (defined below) (all of the foregoing referred to interchangeably herein as the “Purchase Option”). Tenant’s exercise of the Purchase Option is subject to the following terms and conditions:

- a. Consideration for Purchase Option.** Landlord acknowledges that Tenant has delivered to Landlord the amount of One Hundred Dollars (\$100.00) (“Option Fee”), and other good and valuable consideration, as independent consideration for the grant of the Purchase Option to Tenant. The Option Fee shall be immediately nonrefundable and shall not be applied to the Purchase Price.
- b. Purchase Price.** Subject to the adjustments and prorations as provided herein and potential reductions as described in Section II below, the total purchase price for the Premises shall be Fourteen Million Five Hundred Thousand Dollars (\$14,500,000.00) (“Purchase Price”), which shall be paid by Tenant to Landlord at Closing.
- c. Closing.** Closing shall be effected through escrow with a nationally recognized escrow agent designated by Landlord acting as closing agent (the “Closing”) and

shall take place no later than sixty (60) days from the date of Landlord's receipt of Tenant's written notice of its election to exercise a Purchase Option, as applicable (the "Closing Date"). Tenant shall be responsible for paying all closing costs associated with the purchase and sale of the Premises. Landlord shall be responsible for paying recording costs for any corrective instruments required for the purchase and sale of the Premises such that Tenant shall receive clean and marketable title to the Premises in accordance with the terms hereof. Each party shall be responsible for their own attorneys' fees and costs.

II. Standard and Accelerated Purchase Options:

- a. Standard Option.** Commencing at year six (6) of the Term and continuing through the remainder of the Term of the Lease, Tenant has the option and right, exercisable in Tenant's sole discretion (the "Standard Purchase Option"), to purchase the Premises by giving written notice of such exercise to Landlord.
- b. Job Creation Milestone.** As used herein, "Job Creation Milestone" shall mean that Tenant, and any sublessee engaged in the Primary Use, shall generate a minimum of one hundred (100) new Jobs. "Job" shall mean: (a) full-time salaried or contract worker, working 1,820 hours or greater in a calendar year; (b) hourly employee or contract worker, working 1,820 hours or greater in a calendar year; (c) hourly employee or contract equivalent – a worker who worked less than 1,820 hours in any given calendar year due to turnover or time of hire (these hours worked shall be calculated as a whole and divided by 1,820 to equate to a full-time equivalent). Each new Job shall be created for employment at the Premises and in the aggregate, the average wage for such Jobs shall be above 125% of the average industry-based wage for the County of Port St. Lucie, Florida. Landlord shall confirm the Job Creation Milestone, once established by Tenant, and Jobs shall be counted by Tenant and Landlord on December 31, of each year of the Term.
- c. Standard Reduction Rate.** If at any time during years one (1) through five (5) of the Term, the Job Creation Milestone has been achieved and Landlord has confirmed the same, then the Purchase Price shall be reduced by a rate reduction of \$966,666.66 per year (the "Rate Reduction"), to be applied retroactively for each of the five (5) years (for a cumulative total Rate Reduction for years 1-5 of \$4,833,333.30), as well as for each year after year five (5) of the Term, that the Job Creation Milestone is maintained. For example, if the Job Creation Milestone is achieved in years, 4, 8, and 15, then the Purchase Price shall be reduced by \$6,766,666.62 (\$966,666.66 for each of years 1-5, 8 and 15). If the Job Creation Milestone is not achieved and confirmed within years one (1) through five (5) of the Term, Tenant will not receive the Reduction Rate for any years of the Term.
- d. Accelerated Option.** In addition to the Standard Purchase Option, commencing at year six (6) of the Term and only during year six (6) of the Term of the Lease, Tenant has the option and right, exercisable in Tenant's sole discretion (the "Accelerated Purchase Option"), to purchase the Premises by giving written notice of such exercise to Landlord.

- e. **Accelerated Reduction Rate.** If the Job Creation Milestone is exceeded, and confirmed by Landlord, at any time during years one (1) through five (5) of the Term, then Tenant will be eligible for an accelerated purchase price reduction rate of \$1,450,000 per year (the "Accelerated Reduction Rate"), to be applied retroactively for each year prior to the year the Job Creation Milestone was first exceeded. For each Job created prior to the end of year five (5) of the Term that is over 101 Jobs, the Accelerated Reduction Rate shall be increased at a rate of \$14,500.00 per Job. For example, if during year 3 of the Term, Tenant achieves 150 Jobs, maintains 125 Jobs in year 4 of the Term, and in year 5, again achieves 150 Jobs, the Purchase Price shall be reduced by \$9,062,500 (\$1,450,000 for year 1, \$1,450,000 for year 2, \$2,175,000 for year 3, \$1,812,500 for year 4 and \$2,175,000 for year 5). If in any of years one (1) through five (5) of the Term, Tenant maintains but does not exceed the Job Creation Milestone of 100 Jobs, the reduction for that year shall be \$966,666.66, unless adjusted retroactively by the Accelerated Reduction Rate. For example, if the Tenant achieves 102 jobs in year 3 of the Term, 150 jobs in year 4, but drops to 100 Jobs in year 5, the Purchase Price shall be reduced by \$7,520,666.66 (\$1,450,000 for year 1, \$1,450,000 for year 2, \$1,479,000 for year 3, \$2,175,000 for year 4, and \$966,666.66 for year 5). The Accelerated Reduction Rate shall terminate at the end of year five (5) of the Term.

III. Additional Provisions of the Purchase Option:

- a. **Covenant Running with Land.** The provisions of this Agreement shall run with and bind the Premises and may be reflected in a Memorandum of Agreement or similar document filed in the Public Records of St. Lucie County, Florida.
- b. **Breach of Lease.** If Tenant is in material breach of any of its monetary obligations to Landlord under the Lease at the time Tenant exercises a Purchase Option, Tenant shall not be entitled to complete the purchase of the Premises pursuant to the exercise of a Purchase Option unless Tenant cures such breach in all material respects prior to or at the Closing which cure shall be effected by adding such default amount(s), including all interest and penalties as permitted under the Lease, to the Purchase Price, at Closing.
- c. **Disclaimer.** Except as expressly set forth herein, Tenant acknowledges and agrees that Landlord has not made any representations or warranties concerning the Premises. Landlord is not liable for any verbal or written statement, representation, or other information pertaining to the Premises or the operation thereof furnished by any real estate broker, contractor, agent, employee, or other person except as expressly set forth herein. Tenant is relying solely on its own investigation of the Premises and not on any information provided or to be provided by Landlord except as expressly set forth herein. Tenant agrees to accept the Premises at Closing in "as-is" condition. Tenant agrees that the Purchase Price reflects that the Premises is being sold and purchased subject to the foregoing. The provisions of this section shall survive the Closing or any termination of this Agreement.

- d. Assignment.** The Purchase Option shall not be assignable by Tenant, unless otherwise agreed to by the parties in writing.
- e. Easements.** At Closing, if applicable, Tenant agrees to enter into any necessary easements, as determined by Tenant in its reasonable discretion or as otherwise required to comply with applicable law.
- f. Irrigation.** At Closing, if applicable, Tenant agrees to enter into a service contract with the irrigation water service provider for the Premises on substantially similar terms and conditions as other owners in the Tradition development. Tenant acknowledges that it will install assemblies pursuant to the applicable utility company specifications, including without limitation, a meter assembly for the irrigation provider.
- g. Permits.** The Property is subject to a permit issued by the Army Corps of Engineers (“ACOE”). The ACOE permit will be partially assigned by the Landlord to the Tenant at Closing. After Closing, Tenant shall notify the ACOE of the transfer of the Property and the partial assignment to Tenant of the ACOE permit.
- h. Title and Survey.** Within ten (10) days of Tenant’s exercise of a Purchase Option, Tenant may request, at its expense, a commitment for an owner’s title insurance policy (“Commitment”) issued by a nationally recognized title insurance company. The Commitment must describe the Property, specify Tenant as the prospective insured, show the Purchase Price as the prospective policy amount, and show the status of title of the Property and all exceptions to title, including but not limited to easements, restrictions, rights-of-way, covenants, reservations, encumbrances, liens and other conditions, if any, affecting the Property. Tenant shall provide Landlord with copies of the Commitment upon Tenant’s receipt of same. Within ten (10) days of Tenant’s exercise of a Purchase Option, Tenant may request, at its expense, a current survey of the Property (“Survey”) prepared by a land surveyor or engineer licensed in the state of Florida.
 - i. Title or Survey Objections.** Tenant will have a period of fifteen (15) days after Tenant’s receipt of the Commitment and Survey (whichever is received later) to review the same (“Title/Survey Review Period”). If Tenant objects to any matter contained in the Commitment and/or Survey, Tenant shall send Landlord written notice of its objections (“Objection Notice”) prior to expiration of the Title/Survey Review Period.
 - ii. Landlord’s Election to Cure.** Landlord will have a period of fifteen (15) days after receiving the Objection Notice (“Election Period”) within which to notify Tenant that Landlord elects to cure or not cure the matters set forth in the Objection Notice (“Landlord’s Response Letter”). Landlord’s failure to notify Tenant within the Election Period that it elects to cure the matters set forth in the Objection Notice shall constitute an election not to cure such matters. If Landlord does not affirmatively elect to cure any matter set forth in the Objection Notice within the Election Period, the Tenant may, by

notice given to Landlord at least five (5) days prior to Closing, terminate the Purchase Option, in which event the Lease will remain in full force and effect upon its terms and conditions. Tenant's failure to timely terminate the Purchase Option shall be deemed a waiver of the matters set forth in the Objection Notice. If Landlord elects to cure matters referenced in the Objection Notice and states as such to Tenant in Landlord's Response Letter, then Landlord shall have until Closing to do so; provided; however, that in the event the title company is unable to issue its title policy to Tenant at Closing in the condition required hereunder because Landlord has not cured such title matters, then the Closing Date shall be pushed back until such title matters are cured.

iii. Landlord's Covenant. From and after the date hereof, Landlord agrees that, without Tenant's written consent in each case, it will not grant, modify, create, assume or permit to exist any mortgage, lien, lease, encumbrance, easement, covenant, condition, right of way or restriction upon the Premises, or voluntarily take or permit any action affecting the title to the Premises as it exists on the date of this Agreement.

i. Closing Procedures. Each party shall timely deposit such monies and documents with the Closing Agent as may be reasonably required for the conveyance of the Premises in accordance with the terms and conditions of this Agreement. After the Closing, Tenant and Landlord agree to promptly execute such further documentation and take such further acts as are reasonably required to accomplish or properly document or verify the conveyance of the Premises in accordance with the terms contained herein, if necessary. At the Closing of the purchase and sale of the Premises, all of the following shall occur, all of which shall be deemed concurrent conditions:

i. Landlord shall convey good and marketable, fee simple title to the Premises to Tenant by special warranty deed (the "Deed") free and clear of all liens and encumbrances except for those special exceptions to title shown in the Commitment and approved or otherwise waived by Tenant, and real estate taxes not yet due and payable;

ii. If appropriate, Landlord shall deliver bills of sale and/or assignments to Tenant.

iii. Tenant shall deliver the Purchase Price to Landlord.

iv. Landlord shall deliver possession of the Premises to Tenant and the Lease shall terminate.

j. Adjustments and Prorations. Due to the Absolute Triple Net nature of the Lease, there will be no prorations or adjustments to the Purchase Price at Closing. All costs relating to the Closing, including but not limited to, taxes, assessments etc. shall be at Tenant's sole cost and expense.

k. Default and Remedies. If either party fails to pay any sum or perform any obligations required to be paid or performed pursuant to this Agreement, then the defaulting party shall be provided with a written notice thereof (“Notice of Default”). If the default is not cured within ten (10) days from the date of receipt of the Notice of Default, the default shall constitute an “Event of Default”. Other than as set forth in this Agreement, upon occurrence of an Event of Default, the parties’ sole and exclusive remedy is to terminate the Purchase Option, whereupon the Lease would remain in full force and effect upon its terms and conditions. The parties expressly acknowledge and waive any rights, at law or in equity, to monetary damages for an Event of Default.

i. Failure to Close. This provision shall apply if Tenant fails to close the purchase of the Premises upon exercise of a Purchase Option and when such failure to close is not a result of a Landlord Event of Default. Tenant’s failure to close the purchase of the Premises upon exercise of a Purchase Option shall not constitute a breach or a default by Tenant under the Lease, and the Lease shall continue unaffected thereby. Notwithstanding, Tenant shall reimburse City within thirty (30) days of written demand for all third party costs and expenses of City (including, without limitation, all reasonable attorneys’ fees and expenses) actually incurred in connection with the exercise of such Purchase Option and preparation for the Closing of such purchase.

m. Subsequent Sale. Tenant acknowledges that its occupancy of the Premises for the Primary Use is a material inducement for Landlord to enter into this Agreement under the terms herein. In the event Tenant exercises a Purchase Option and then sells the Premises to a third-party prior to the Expiration Date of the Lease Term, Tenant agrees to pay Landlord an amount payable in cash or by wire transfer (“Sales Payment”) equal to fifty percent (50%) of any consideration (cash or fair market value of non-cash consideration) paid for the Premises in excess of the Purchase Price paid by Tenant to Landlord, Tenant’s capital improvement costs expended on the Premises plus all bona fide third-party closing and/or transaction costs with respect to the sale of the Premises as such costs are evidenced by reasonable documentation by Tenant, payable within five (5) days of receipt of any consideration for the Premises or portions thereof by Tenant. Landlord acknowledges and agrees that: (i) Landlord shall only be entitled to the Sales Payment on the first arms-length sale of the Premises from Tenant to any third-party, and, regardless of whether such third party sells the Premises to a subsequent purchaser, no further or additional Sales Payment shall be due to Landlord; and (ii) in the event of a foreclosure, deed in lieu or court ordered or sanctioned conveyance to any third party, or in connection with a condemnation or taking by eminent domain, there shall be no Sales Payment due Landlord. Landlord hereby agrees to deliver to Tenant a release of this Covenant in recordable form promptly following the Expiration Date of the Lease Term or upon Landlord’s receipt of the Sales Payment, whichever occurs first. The provisions of this section shall survive Closing and be a covenant running with the Premises and shall be referenced in the Deed or other recordable instrument agreed upon by the parties at Closing.

n. Covenant to Open and Operate. Tenant acknowledges that its intent to establish, operate and maintain the Primary Use and Signage on the Premises (the “Operating Covenant”) is a material inducement for Landlord to enter into this Agreement under the terms herein. In the event Tenant exercises a Purchase Option, the Premises shall be subject to a covenant, as referenced in the Deed or other recorded instrument agreed upon by the parties, to operate and maintain the Primary Use and Signage under the Tenant’s name (Cleveland Clinic Florida or Lerner Institute) for a period of no less than ten (10) years from the Effective Date of the Lease. Notwithstanding the foregoing, Landlord may release this covenant at any time, in its sole discretion, by giving written notice to Tenant.

i. Penalty. Tenant and Landlord acknowledge that the actual damages likely to result from Tenant’s breach of the Operating Covenant are difficult to estimate on the date of this Agreement and would be difficult for Landlord to prove. Therefore, the parties acknowledge and agree that the payment of Two Hundred Fifty Thousand Dollars (\$250,000), by Tenant to Landlord, shall be Landlord’s sole and exclusive remedy for Tenant’s breach of the Operating Covenant.

o. Brokerage. Landlord and Tenant acknowledge and agree that Avison Young-Florida LLC, located at 2020 Ponce de Leon Blvd., Suite 1200, Miami, Florida 33134 (“Broker”), acted as the real estate broker for the Lease and the transaction contemplated by this Agreement and that a commission will be paid to Broker in connection therewith (the “Commission”). The parties acknowledge that the Commission was agreed upon by the parties and Broker and is being paid by the parties to Broker pursuant to a separate agreement. No other commission is due to Broker. Further, the parties hereby represent and warrant that they have not dealt with any other broker or agent with respect to the purchase and sale of the Premises contemplated by this Agreement and no other broker or agent is entitled to a commission or other compensation in connection with this transaction.

p. Development Exceptions. Tenant expressly acknowledges that the Premises is subject to the Development Exceptions which are more fully described and defined in the Lease.

q. Sovereign Immunity. Nothing in this Agreement shall be considered to increase or waive any limits of liability or waive any immunity afforded to City by Florida Statutes, case law, or any other source.

r. Condemnation. In the event that prior to Closing a condemnation action is filed against all or a portion of the Premises by any governmental entity, Landlord shall provide written notice to the Tenant of the condemnation. If any portion of the Premises is acquired or condemned by eminent domain, condemnation, or similar proceeding for any public or quasi-public use or purpose, with the result being that the remaining portion of the Premises cannot be reasonably used for the Primary Use, in Tenant’s reasonable opinion, then the Purchase Option and the Lease shall cease and terminate as of the date of title vesting as a result of such proceeding and

Tenant shall have no claim in such proceeding for the value of the Purchase Option or any unexpired portion of the term of the Lease. In the event of a partial taking or condemnation which does not result in the remaining portion of the Premises being unusable for the Primary Use, in Tenant's reasonable opinion, then Tenant shall elect by written notice to Landlord to either: (a) proceed to Closing, or (b) terminate the Purchase Option, in which case the Lease would proceed in full force and effect for the remainder of the Term.

- s. **Incorporation.** The Miscellaneous Provisions included in the Lease, Section 29, are hereby incorporated herein by reference.
- t. **Notices:** Whenever this Agreement requires or permits any notice by one party to the other, such notice shall be written and sent in the methods and to the addresses required under the Lease.

I. Disclosures.

- a. **CDD Disclosure. THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICTS 1-6 MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**
- b. **HOA Disclosure. HOA DISCLOSURE. PURSUANT TO SECTION 720.401, FLORIDA STATUTES, TENANT/BUYER SHOULD NOT EXECUTE THIS AGREEMENT UNTIL TENANT/BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY FOR TRADITION COMMERCIAL ASSOCIATION PURSUANT TO SECTION 720.401, FLORIDA STATUTES ATTACHED HERETO AS EXHIBIT I (THE "DISCLOSURE SUMMARY").**
- c. **IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE TENANT/BUYER BEFORE EXECUTING THIS AGREEMENT FOR SALE, THIS AGREEMENT IS VOIDABLE BY TENANT/BUYER BY DELIVERING TO LANDLORD/SELLER OR LANDLORD/SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE TENANT/BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO TRANSFER CLOSING, WHICHEVER OCCURS FIRST. ANY**

PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. TENANT/BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT TRANSFER CLOSING.

- d. UPON EXECUTION AND DELIVERY OF THIS AGREEMENT BY TENANT/BUYER, TENANT/BUYER ACKNOWLEDGES AND AGREES THAT (I) MORE THAN THREE (3) DAYS PRIOR TO TENANT/BUYER'S EXECUTION AND DELIVERY OF THIS AGREEMENT, LANDLORD/SELLER DELIVERED TO TENANT/BUYER, AND TENANT/BUYER HAS READ AND REVIEWED, THE DISCLOSURE SUMMARY AND (II) TENANT/BUYER IS ACQUIRING THE PROPERTY WITH FULL KNOWLEDGE OF THE CONTENTS OF THE DISCLOSURE SUMMARY.**

{Remainder of this page intentionally left blank}

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed, the day and year below written.

WITNESSES:

LANDLORD:

CITY OF PORT ST. LUCIE

Name: _____

Name: _____

By: _____
Name: _____
Title: _____
Date: _____

[Additional signature on the following page]

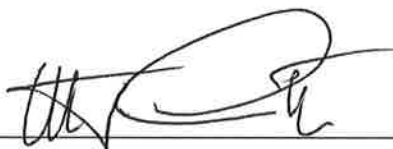
TENANT:

**CLEVELAND CLINIC FLORIDA (A
NONPROFIT CORPORATION), d/b/a
CLEVELAND CLINIC FLORIDA, a
Florida not-for-profit corporation**

Name: _____

Name: _____

By: _____


Name: _____
Title: _____
Date: _____

William M. Peacock, III, PE
Chief of Operations

10/23/2019

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING A PORTION OF PARCEL 5, SOUTHERN GROVE PLAT NO. 4, AS RECORDED IN PLAT BOOK 56, PAGES 18 THROUGH 23, OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEASTERLY CORNER OF PARCEL 6, OF SAID PLAT, SOUTHERN GROVE PLAT NO. 4; THENCE NORTH 15 DEG 20' 39" WEST, ALONG THE EASTERLY LINE OF PARCEL 6, OF SAID PLAT, A DISTANCE OF 155.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 15 DEG 20' 39" WEST, A DISTANCE OF 499.09 FEET TO THE SOUTHERLY BOUNDARY OF OPEN SPACE TRACT 1, OF SAID PLAT, AND A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 187.00 FEET, A CHORD BEARING OF NORTH 64 DEG 49' 35" EAST AND A CHORD DISTANCE OF 6.85 FEET; THENCE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 02 DEG 05' 52", AN ARC DISTANCE OF 6.85 FEET, TO A TANGENT LINE; THENCE NORTH 63 DEG 46' 39" EAST, A DISTANCE OF 583.27 FEET; THENCE SOUTH 26 DEG 13' 21" EAST, A DISTANCE OF 490.00 FEET; THENCE SOUTH 63 DEG 46' 39" WEST, A DISTANCE OF 511.19 FEET; THENCE SOUTH 15 DEG 20' 39" EAST, A DISTANCE OF 612.34 FEET TO THE NORTH LINE OF A PROPOSED RIGHT OF WAY LINE ALSO BEING A TRACT OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3071, AT PAGE 2591, OF THE PUBLIC RECORDS, OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 79 DEG 27' 11" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 60.21 FEET; THENCE NORTH 15 DEG 20' 39" WEST, A DISTANCE OF 595.77 FEET; THENCE SOUTH 63 DEG 46' 39" WEST, A DISTANCE OF 112.01 FEET, TO THE POINT OF BEGINNING.

a/k/a

Parcel 4 of Southern Grove Plat No. 8, recorded in Plat Book 62, Page 29, of the Public Records of St. Lucie County, Florida.

Exhibit D – FF&E

[to be attached hereto]