

SALE, PURCHASE AND ESCROW AGREEMENT

BETWEEN

3217 GAINESVILLE INVESTMENT, LLC (Seller)

AND

ALACHUA COUNTY (Purchaser)

AND

FLORIDA CLINICAL PRACTICE ASSOCIATION, INC. (Tenant)

AND

SCRUGGS, CARMICHAEL & WERSHOW, P.A. (Escrow Agent)

SALE, PURCHASE AND ESCROW AGREEMENT

This Sale, Purchase And Escrow Agreement (this "Agreement"), dated as of August 25, 2020, is made by and between 3217 GAINESVILLE INVESTMENT, LLC, a Florida limited liability company, ("Seller"), ALACHUA COUNTY, a charter county and a political subdivision of the State of Florida ("Purchaser"), and Florida Clinical Practice Association, Inc., a Florida not for profit corporation, ("Lessee"), and constitutes (i) a contract of sale and purchase between Seller and Purchaser, (ii) waiver of certain lease provisions by Seller and Lessee, (iii) Lessee's consent to sale and purchase, (iv) Lessee's consent to assignment of lease, and (v) an escrow agreement among Seller, Purchaser and SCRUGGS, CARMICHAEL & WERSHOW, P.A ("Escrow Agent"), the consent of which appears at the end hereof.

ARTICLE 1 **PROPERTY INTERESTS, CONSENT AND WAIVER**

1.1. **EFFECTIVE DATE.** This Agreement shall become effective as of the day and year upon which all three parties have executed this Agreement as set forth on the signature pages hereof ("**Effective Date**").

1.2. **Real Property.** Seller owns and holds fee title to that certain parcel of real property located at 3217 SW 47th Avenue, Gainesville, Alachua County, Florida, bearing tax parcel ID #07240-033-002, containing approximately 0.21 acres more or less, as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Land"), together with all rights, benefits, privileges, easements, tenements, hereditaments, rights-of-way and other appurtenances thereon or in any way appertaining thereto, including all mineral rights, development rights, air and water rights (the "Real Property").

1.3. **Lease.** Lessee is leasing the Real Property from Seller pursuant to that certain lease dated June 27, 2017 (the "Lease"), as amended by the First Amendment to Lease dated May 3, 2018 (the "First Amendment")(collectively, the Lease together with the First Amendment are referred to herein as the "Amended Lease", both of which are incorporated by reference in to this Agreement and attached hereto as composite Exhibit "B"). The Amended Lease grants Lessee the right to assign the Amended Lease to Purchaser, including Lessee's option to purchase the Real Property. **SELLER AND LESSEE WAIVE ALL NOTICES, ELECTIONS, ASSIGNMENTS, DEADLINES AND ANY OTHER CONDITIONS OR REQUIREMENT UNDER THE AMENDED LEASE REGARDING THE SELLER'S RIGHTS TO SELL THE REAL PROPERTY TO PURCHASER, AND PURCHASER'S RIGHTS TO PURCHASE THE REAL PROPERTY FROM SELLER; ALL OF WHICH ARE SUPERCEDED AND REPLACED BY THIS AGREEMENT.** Tenant hereby consents to: (i) the sale of the Real Property to Purchaser as set forth herein, (ii) Seller assigning its rights, duties and obligations under the Amended Lease to Purchaser as set forth herein, and (iii) Purchaser assuming Seller's rights, duties and obligations under the Amended Lease as set forth herein.

1.4. **Intangible Personal Property.** To the extent assignable at no cost to Seller, all intangible personal property, if any, owned by Seller and related to the Real Property, shall be assigned by Seller to Purchaser, including, without limitation: all warranties to which Seller may have rights applicable to the Real Property or any portion thereof provided by any

manufacturers, designers, and constructors of the Real Property or any portion thereof; any plans and specifications and other architectural and engineering drawings; surveys, engineering reports and other technical information relating to the Real Property and any governmental permits, approvals, and licenses (including any pending applications) (collectively, the “Intangible Personal Property” and together with the “Real Property”, are referred to herein as the “Property”).

1.5. Purchase and Sale. Seller now desires to sell and Purchaser now desires to purchase all of Seller's right, title and interest in and to the Property, upon the terms and covenants and subject to the conditions set forth below.

ARTICLE 2 **PURCHASE PRICE**

2.1. Price. In consideration of the covenants herein contained, Seller hereby agrees to sell and Purchaser hereby agrees to purchase the Property for a total purchase price of Three Million Five Hundred Thousand Dollars (\$3,500,000.00) the "Purchase Price", which shall be paid by Purchaser as follows:

2.1.1 Initial Earnest Money Deposit. In consideration of the covenants of Seller hereunder, within five (5) business day of the Effective Date, Purchaser shall deliver to Escrow Agent, in escrow, the sum of One Hundred Seventy Five Thousand and 00/100 Dollars (\$175,000.00) to be held in accordance with the terms of this Agreement (the “Earnest Money Deposit”).

2.1.2 Balance of Purchase Price. Purchaser shall, at or before the Closing (as defined in Section 6.1), deliver to Escrow Agent, by bank wire transfer of immediately available funds, a sum equal to the balance of the Purchase Price. The balance of the Purchase Price received by Seller at Closing shall be adjusted to reflect prorations and other adjustments pursuant to this Agreement.

ARTICLE 3 **CONDITIONS TO THE PARTIES' OBLIGATIONS**

3.1. Conditions to Purchaser's Obligation to Purchase. Purchaser's obligation to purchase is expressly conditioned upon each of the following:

3.1.1 Performance by Seller. Performance in all material respects of the obligations and covenants of, and deliveries required of, Seller under this Agreement.

3.1.2 Delivery of Title and Possession. Delivery at the Closing of (i) the Deed (as defined in Section 4.2.1) and (ii) possession as provided in Section 14.1.

3.1.3 Title Insurance. Delivery at the Closing of an ALTA owner's policy of title insurance (the "Title Policy"), with liability in the amount of the Purchase Price issued by First American Title Insurance Company (the "Title Company") through Scruggs, Carmichael & Wershow, P.A, insuring that fee title to the Real Property vests in Purchaser subject to the Permitted Encumbrances (as defined in Section 4.2.1). (At its option, Purchaser may direct the Title Company to issue additional title insurance endorsements if Purchaser pays for the extra cost of such additional endorsements, provided that the Title Company's failure to issue any such additional endorsements shall not affect Purchaser's obligations under this Agreement).

3.1.4 Seller's Representations. The representations and warranties by Seller set forth in Section 10.1 being true and correct in all material respects as of the Closing except as modified by notice (in accordance with Section 10.1) to which Purchaser does not object in writing within three business days after receipt thereof.

3.2. Conditions to Seller's Obligation to Sell. Seller's obligation to sell is expressly conditioned upon each of the following:

3.2.1 Performance by Purchaser. Performance in all material respects of the obligations and covenants of, and deliveries required of, Purchaser hereunder.

3.2.2 Receipt of Purchase Price. Receipt of the Purchase Price and any adjustments due Seller under ARTICLE 7 at the Closing in the manner herein provided.

3.2.3 Purchaser's Representations. The representations and warranties by Purchaser set forth in Section 10.2 being true and correct in all material respects as of the Closing.

ARTICLE 4 **DELIVERIES**

4.1. Purchaser's Deliveries. Purchaser shall, at or before the Closing, deliver to Escrow Agent each of the following:

4.1.1 Purchase Price. The Purchase Price as set forth in ARTICLE 2.

4.1.2 Closing Statement. An executed settlement statement reflecting the prorations and adjustments required under ARTICLE 7.

4.1.3 Cash – Prorations. The amount, if any, required of Purchaser under ARTICLE 7.

4.2. Seller's Deliveries. Seller shall, at or before the Closing, deliver to Escrow Agent (or directly to Purchaser if so specified below) each of the following:

4.2.1 Deed. A general warranty deed (the "Deed") with respect to the Real Property, executed and acknowledged by Seller, pursuant to which Seller shall convey title to the Real Property subject to the following (collectively, the "Permitted Encumbrances"):

(i) Non delinquent real property taxes and all assessments and unpaid installments thereof which are not delinquent.

(ii) Any other lien, encumbrance, easement or other exception or matter voluntarily imposed or consented to by Purchaser in writing prior to or as of the Closing.

(iii) All exceptions to title contained in Exhibit "C" attached hereto.

(iv) All exceptions to title disclosed in the Title Update (as defined in Section 5.1.3 below) other than Title Objections (as defined in Section 5.3.1) not thereafter waived by Purchaser.

4.2.2 FIRPTA Affidavit. One copy of an affidavit with respect to the Foreign Investment in Real Property Tax Act.

4.2.3 Closing Statement. An executed settlement statement reflecting the prorations and adjustments required under ARTICLE 7.

7. 4.2.4 Cash - Prorations. The amount, if any, required of Seller under ARTICLE

4.2.5 Seller's Certificate. A certificate executed by Seller affirming that all representations and warranties of Seller contained herein are and remain true as of the Closing.

4.2.6 Owner's Affidavit. A title insurance affidavit, if required by the Title Company, duly executed by Seller or a representative of Seller, in form and content sufficient to allow the Title Company to issue a standard mechanics lien endorsement to Purchaser, and reasonably satisfactory to Seller and the Title Company ("Title Affidavit").

4.3. Within ten (10) business day of the Effective Date, Seller shall deliver to the County a completed Beneficial Interest and Disclosure Affidavit as required by §§ 286.23(1), and 380.08(2), Florida Statutes, the form of which is attached hereto as **Exhibit "D"**. Pursuant to §286.23(2), Florida Statutes, the disclosure must be made under oath, subject to the penalties prescribed for perjury.

4.4. Failure to Deliver. The failure of Purchaser or Seller to make any delivery required above by and in accordance with this ARTICLE 4 which is not waived by the other party shall constitute a default hereunder by Purchaser or Seller, as applicable.

ARTICLE 5 **INVESTIGATION OF PROPERTY**

5.1. Delivery of Documents. Seller shall deliver, cause to be delivered, or make available to Purchaser the following, (collectively, the "Due Diligence Materials" within three (3) days of the Effective Date:

5.1.1 Existing Survey. To the extent in Seller's possession, the most recent survey of the Real Property prepared by a licensed surveyor (the "Existing Survey").

5.1.2 Reports. Copies of all environmental reports prepared by third parties that are not subject to confidentiality obligations.

5.1.3 Title Commitment. Seller shall request from the Title Company a current title commitment for an ALTA Owner's Title Insurance Policy insuring the marketable title of the Real Property issued by the Title Company, together with copies of all documents referred to as exceptions therein (collectively, the "Title Commitment"). The Title Commitment shall describe the Real Property, shall be dated later than the Exercise Date, shall be in the full amount of the Purchase Price, shall have attached legible copies of all instruments referred to therein, and shall disclose the title to the Property to be good, marketable, and insurable, subject only to the Permitted Exceptions. Any exceptions shown on the Title Commitment other than the Permitted Exceptions, and other than those matters that shall be discharged by the Seller at or before closing, shall constitute "**Title Objection**" for purposes of this Agreement.

5.2. Physical Inspection of Property.

5.2.1 Access. Seller shall allow Purchaser and Purchaser's engineers, architects or other employees and agents reasonable access to the Property during normal business hours of the Seller for the limited purposes provided herein. Purchaser and its engineers, architects and other employees and agents may exercise such access solely for the purposes of (i) reviewing soil reports, environmental studies and reports, surveys and (ii) inspecting the physical condition of

the Property, which may include, but necessarily be limited to, conducting any survey, study, assessment, testing and anything else the Purchaser deems necessary to determine the Property's condition or suitability for the Purchaser's intended use thereof.

5.2.2 Insurance. Purchaser agrees that it will be covered by not less than \$1,000,000 commercial general liability insurance (with a contractual liability endorsement, insuring its indemnity obligation under this Agreement), insuring all activity and conduct of Purchaser or anyone acting on its behalf while exercising such right of access and naming Seller as insured, issued by a licensed insurance company reasonably acceptable to Seller.

5.2.3 Indemnification. Purchaser agrees to indemnify, defend and hold harmless the Property and Seller, and its respective affiliates, subsidiaries, shareholders, members, trustees, investors, officers, directors and agents from any loss, injury, damage, claim, lien, cost or expense, including reasonable attorneys' fees and costs, arising from the exercise by Purchaser or its employees, consultants, agents or representatives of the right of access under this Agreement. The indemnity in this Section 5.2.3 shall survive any termination of this Agreement and the Closing.

5.2.4 Notice of Tests. Subject to Section 5.2.1 Purchaser agrees to give Seller two (2) business days' prior notice of its intent to conduct any inspections or tests so that Seller will have the opportunity to have a representative present during any such inspection or test, the right to do which Seller expressly reserves. Purchaser agrees to cooperate with any reasonable request by Seller in connection with the timing of any such inspection or test.

5.2.5 No Expense to Seller. Purchaser agrees that any inspection, test or other study or analysis of the Property shall be performed at Purchaser's expense and in strict accordance with applicable law.

5.2.6 Obligation to Restore Property. Purchaser agrees at its own expense to promptly repair or restore the Property, or, at Seller's option, to reimburse Seller for any repair or restoration costs, if any inspection or test requires or results in any damage to or alteration of its condition. The obligations set forth in this Section shall survive the Closing and any termination of this Agreement.

5.3. Investigation Period.

5.3.1 **NEW SURVEY**. The County may perform, at its own cost, a current survey of the Real Property within thirty (30) days of the Effective Date ("New Survey"). If the New Survey shows (i) any encroachments on the Real Property, or that improvements, if any, on the Real Property encroach on other lands, or (ii) that the Real Property is not contiguous to a publicly dedicated right of way, or (iii) any other facts that affect the marketability of the title to the Real Property, then any such facts or matters so shown shall constitute a "**Title Objection**" for purposes of Paragraph 5.3.2.

5.3.2 Title and Existing Survey. Purchaser shall have thirty (30) calendar days from the date of receipt of the Title Commitment from Seller to notify Seller of any objections (the "Title Objections") with respect to the Real Property. In addition, Purchaser shall have ten (10) business days after receipt of any update or supplement to the Title Report, Existing Survey, or New Survey (each, a "Title Update") to notify Seller of any objections (also, "Title Objections") to any matters reflected on a Title Update first raised or materially and adversely altered in such Title Update. If Purchaser does not timely give the applicable notice, such failure

shall be conclusively deemed to be full and complete approval of the Title Report and the Existing Survey, or the Title Update, as applicable, and any matter disclosed therein. If Purchaser does timely give the applicable notice, Seller shall have thirty (30) days after receipt thereof to notify Purchaser that Seller (a) will cause or (b) elects not to cause any or all Title Objections disclosed therein to be removed or insured over by the Title Company. Seller's failure to notify Purchaser within such thirty (30) day period as to any Title Objection shall be deemed an election by Seller to remove or have the Title Company insure over such Title Objection. If Seller notifies Purchaser that Seller will not remove nor have the Title Company insure over any or all of the Title Objections, Purchaser shall have until ten (10) business days after receipt of said notification to (i) terminate this Agreement, in which case the Escrow Agent shall promptly return the Ernest Money Deposit to Purchaser, or (ii) waive such Title Objections and proceed to closing without any abatement or reduction in the Purchase Price on account of such Title Objections. If Purchaser does not timely give such notice, Purchaser shall be deemed to have elected to waive such Title Objections.

5.3.3 General Investigation. In addition, Purchaser shall have thirty (30) days from the date of full execution of this Agreement, to inspect the Property. The Purchaser will deliver written notice to Seller prior to the expiration of the thirty (30) day period of the Purchaser's determination of whether or not the Property is acceptable. If the Purchaser timely delivers written notice to Seller that the Property is not acceptable, the Escrow Agent shall promptly return the Ernest Money Deposit to the Purchaser. The County's failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. If Purchaser determines to proceed with the purchase of the Property, then Purchaser shall, on or before the expiration of the expiration of the thirty (30) day period, so notify Seller in writing, in which case Purchaser shall be deemed to have approved the Property and all the items or conditions in ARTICLE 5 and this condition shall be deemed satisfied. Until such time, Purchaser shall diligently pursue its investigation of the Property.

5.4. Effect of Termination. If Purchaser fails to timely approve the Property then subject to Section 5.2, all further rights and obligations of the parties shall cease and terminate without any further liability of either party to the other (except those obligations which are specifically provided to survive such termination as provided in this Agreement), and the Escrow Agent shall promptly return the Ernest Money Deposit to Purchaser.

5.5. No Obligation to Cure. Nothing contained in this Agreement or otherwise shall require Seller to render its title marketable or to remove or correct any exception or matter disapproved by Purchaser or to spend any money or incur any expense in order to do so.

ARTICLE 6 **THE CLOSING**

6.1. Date and Manner of Closing. Escrow Agent shall close the escrow (the "Closing") at a date and time mutually agreed upon by Seller and Purchaser not later than ninety (90) calendar days after the Effective Date, as may be extended as provided herein, when all conditions to closing contained in this Agreement have been satisfied and Purchaser has notified Escrow Agent that it is prepared to proceed with Closing (the "Closing Date"), time being of the essence (subject only to Seller's express rights of remedy or cure provided herein), by recording and delivering all documents and funds as set forth in ARTICLE 8.

6.2. Assignment and Assumption of Amended Lease. At Closing, Seller shall assign, and Purchaser shall assume, all of Seller's rights, duties and obligations under the Amended Lease. The parties agree to execute any document at or prior to closing that is necessary to implement this paragraph.

6.3. Management Agreement. At Closing, Seller and Purchaser may enter into an agreement by which Seller, or one of Seller's affiliated companies, shall continue to manage, maintain and repair the Real Property, for a fee, on behalf of Purchaser.

ARTICLE 7 **PRORATION, FEES, COSTS AND ADJUSTMENTS**

7.1. Prorations. Prior to the Closing, Seller shall determine the amounts of the prorations in accordance with this Agreement and notify Purchaser thereof. Purchaser shall review and approve such determination promptly and prior to the Closing, such approval not to be unreasonably withheld or delayed. Thereafter, Purchaser and Seller shall each inform Escrow Agent of such amounts.

7.1.1 Certain Items Prorated. In accordance with the notifications, Escrow Agent shall prorate between the parties (and the parties shall deposit funds therefor with Escrow Agent or shall instruct Escrow Agent to debit against sums held by Escrow Agent owing to such party), as of 11:59 p.m. the day prior to the Closing, all income and expenses with respect to the Property and payable to or by the owner of the Property.

7.1.2 Taxes and Assessments. For the year of closing, the Seller shall be responsible for and pay at closing all unpaid taxes and assessments on the Property, to discharge the lien of such taxes and assessments. The Seller may take advantage of all legal procedures for discharging such lien by paying an estimated, prorated amount into escrow with the applicable tax collector(s) as provided by Section 196.295, Florida Statutes, Rule 12D-13.016, Florida Administrative Code and other applicable provisions of law. Real property tax refunds and credits received after the Closing which are attributable to a calendar tax year prior to the Closing shall belong to Seller. Any such refunds and credits attributable to the calendar tax year during which the Closing occurs shall be apportioned between Seller and Purchaser after deducting the reasonable out-of-pocket expenses of collection thereof. This apportionment obligation shall survive the Closing. If any tax appeal or certiorari proceedings shall not have been finally resolved or settled prior to the Closing and shall relate to any tax period a portion or all of which precedes the Closing, Seller shall be entitled to control the disposition of any such tax appeal or certiorari proceeding and any refunds received therefrom, net of any expenses incurred by Seller in connection therewith, shall be prorated between the parties on the basis of the portions accruing to periods before and after the Closing. For all years prior to the year of closing, the Seller shall be responsible for and pay at closing all unpaid ad valorem taxes and assessments on the Property, to discharge any and all liens of such ad valorem taxes and assessments. The Seller shall fully pay the following at or prior to closing: all unpaid public assessments for street, sidewalk or other improvements, if any; city or county garbage disposal fees, incineration fees, fire service fees, and the like; impact fees payable with respect to the Property; and any other fees or payments due to any governmental authority with respect to the Property.

7.1.3 Insurance. Seller's existing liability and property insurance pertaining to the Property shall be canceled as of the Closing, and Seller shall receive any premium refund due thereon.

7.2. Closing Costs. The Seller and Purchaser shall pay closing costs and expenses as follows:

Seller:

- Documentary stamp tax on the deed of conveyance;
- Existing Survey
- Closing Agent fees (including the preparation of all closing documents, including those necessary to cure title defects);
- Title Insurance policy for the Purchaser (including all related search and abstract fees);
- Past-due taxes (if any);
- Seller's attorney's fees; and
- Seller's brokerage fees (if any).

Purchaser:

- new survey;
- Recording costs; and
- Purchaser's attorney's fees.

ARTICLE 8
DISTRIBUTION OF FUNDS AND DOCUMENTS

8.1. Delivery of the Purchase Price. At the Closing, Escrow Agent shall deliver the Purchase Price to Seller, and the transaction shall not be considered closed until such delivery occurs.

8.2. Other Monetary Disbursements. Escrow Agent shall, at the Closing, hold for personal pickup or arrange for wire transfer, (i) to Seller, or order, as instructed by Seller, all sums and any proration or other credits to which Seller is entitled and less any appropriate proration or other charges and (ii) to Purchaser, or order, any excess funds therefore delivered to Escrow Agent by Purchaser and all sums and any proration or other credits to which Purchaser is entitled and less any appropriate proration or other charges.

8.3. Recorded Documents. Escrow Agent shall cause the Deed and any other documents that Seller or Purchaser desires to record to be recorded with the appropriate county

recorder and, after recording, returned to the grantee, beneficiary or person acquiring rights under said document or for whose benefit said document was required.

8.4. Documents to Purchaser. Escrow Agent shall at the Closing (except as otherwise provided) deliver by overnight express delivery to Purchaser the following:

- (i) one conformed copy of the Deed;
- (ii) one copy of the FIRPTA Affidavit;
- (iii) one copy of Seller's certification as to its representations and warranties;
- (iv) one original of the Closing Statement; and
- (v) one original of the Title Policy (to be delivered within a reasonable time after the Closing).

8.5. Documents to Seller. Escrow Agent shall at the Closing (except as otherwise provided) deliver by overnight express delivery to Seller's counsel, the following:

- (i) one conformed copy of the Deed;
- (ii) one copy of the FIRPTA Affidavit;
- (iii) one original of the Closing Statement; and
- (iv) a copy of the Title Policy (to be delivered within a reasonable time after the Closing).

8.6. All Other Documents. Escrow Agent shall at the Closing deliver by overnight express delivery, each other document received hereunder by Escrow Agent to the person acquiring rights under said document or for whose benefit said document was required.

8.7. The County Manager or her designee is hereby delegated the authority to execute all closing documents on behalf of the County that are necessary to close this transaction.

ARTICLE 9 **DEFAULT**

9.1. Seller's Remedies. IF, FOR ANY REASON WHATSOEVER (OTHER THAN THE FAILURE OF A CONDITION SET FORTH IN SECTION 3.1 AND OTHER THAN A TERMINATION OF THIS AGREEMENT PURSUANT TO SECTION 5.3, SECTION 9.2 OR ARTICLE 11), PURCHASER FAILS TO COMPLETE THE ACQUISITION AS HEREIN PROVIDED, PURCHASER SHALL BE IN BREACH OF ITS OBLIGATIONS HEREUNDER AND SELLER SHALL BE RELEASED FROM ANY FURTHER OBLIGATIONS HEREUNDER. PURCHASER AND SELLER HEREBY ACKNOWLEDGE AND AGREE THAT SELLER'S DAMAGES IN THE EVENT OF SUCH A BREACH OF THIS AGREEMENT BY PURCHASER WOULD BE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT THE SUM OF \$175,000.00 IS THE PARTIES' BEST AND MOST ACCURATE ESTIMATE OF THE DAMAGES SELLER WOULD SUFFER IN THE EVENT THE TRANSACTION PROVIDED FOR IN THIS AGREEMENT FAILS TO CLOSE, AND THAT SUCH ESTIMATE IS REASONABLE UNDER THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT. PURCHASER AND SELLER AGREE THAT SELLER'S RIGHT TO SUCH PAYMENT SHALL BE THE SOLE REMEDY OF SELLER AT LAW IN THE EVENT OF SUCH A BREACH OF THIS AGREEMENT BY PURCHASER.

NOTWITHSTANDING ANY OF THE FOREGOING, HOWEVER, THIS LIQUIDATED DAMAGES PROVISION SHALL NOT LIMIT SELLER'S RIGHTS WITH RESPECT TO PURCHASER'S INDEMNITIES OF SELLER, OR SELLER'S RIGHTS TO RECOVER ATTORNEYS' FEES AND COURT COSTS PURSUANT TO SECTION 15.5 BELOW.

ACCEPTED AND AGREED TO:

Seller

Purchaser

9.2. Purchaser's Remedies. IN THE EVENT SELLER BREACHES ITS COVENANT TO CONVEY THE PROPERTY TO THE PURCHASER, OR SELLER OTHERWISE FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT, FOR ANY REASON EXCEPT FOR THE PURCHASER'S DEFAULT, THE PURCHASER SHALL BE ENTITLED TO THE IMMEDIATE RETURN OF THE ERNEST MONEY DEPOSIT AND TO ANY AND ALL REMEDIES AVAILABLE UNDER LAW OR EQUITY, INCLUDING SPECIFIC PERFORMANCE, AND TO SEEK AND RECOVER OF ANY AND ALL DAMAGES AVAILABLE TO THE COUNTY UNDER LAW OR IN EQUITY. AS A CONDITION PRECEDENT TO PURCHASER'S RIGHT TO SEEK REMEDY PURSUANT TO THIS SECTION, PURCHASER SHALL PROVIDE SELLER WITH WRITTEN NOTICE OF THE NATURE OF SELLER'S DEFAULT AND SELLER SHALL HAVE FIVE (5) BUSINESS DAYS WITHIN WHICH TO CURE SUCH DEFAULT AND PROCEED WITH THE CLOSING.

ACCEPTED AND AGREED TO:

Seller

Purchaser

ARTICLE 10
REPRESENTATIONS AND WARRANTIES

10.1. Seller's Warranties and Representations. The matters set forth in this Section 10.1 constitute representations and warranties by Seller which are now and (subject to matters contained in any notice given pursuant to the next succeeding sentence) shall, in all material respects, at the Closing be true and correct. If Seller, after the execution of this Agreement, learns of, or has a reason to believe that any of the representations and warranties contained in this ARTICLE 10 may cease to be true, Seller shall give prompt notice to Purchaser (which notice shall include copies of the instrument, correspondence, or document, if any, upon which Seller's notice is based). Upon receiving such notice, Purchaser shall have the right to accept such revised representation and warranty and proceed with the Closing or to terminate this Agreement on the same basis that Purchaser may have terminated this Agreement on or before the end of the Investigation Period. As used in this Section 10.1, the phrase "to the extent of Seller's actual knowledge" shall mean the actual, current knowledge, without the duty to make investigation or inquiry and of which there shall be no imputed knowledge of any of the principals or agents of Seller and the on-site property manager for the Property. There shall be

no duty imposed or implied to investigate, inspect, or audit any such matters, and there shall be no personal liability on the part of any of such individuals. To the extent Purchaser has or acquires actual knowledge or is deemed to know prior to the expiration of the Investigation Period that these representations and warranties are inaccurate, untrue or incorrect in any way, such representations and warranties shall be deemed modified to reflect Purchaser's knowledge or deemed knowledge. Purchaser shall be deemed to know a representation or warranty is untrue, inaccurate or incorrect if this Agreement or any files, documents, materials, analyses, studies, tests, or reports disclosed or made available to Purchaser prior to the expiration of the Investigation Period contains information which is inconsistent with such representation or warranty.

10.1.1 Broker. Seller and Purchaser expressly acknowledge, agree and warrant that no brokers are involved in this transaction. Except as specifically set forth herein, Seller and Purchaser each shall indemnify and hold the other party harmless from any claims, costs, damages or liabilities (including attorneys' fees) arising from any claim by any third party for the payment of any brokerage commissions or finders fees ("Fees") based on any statement or agreement by either Seller or Purchaser with such third party with respect to the payment of any such Fees.

10.1.2 Organization. Seller has been duly formed, validly exists and is in good standing in the jurisdiction of its formation and in the state in which the Property is located.

10.1.3 Power and Authority. Seller has the legal power, right and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

10.1.4 Proceedings. To the best of Seller's knowledge, Seller has not received any written notice of any pending or threatened condemnation, special assessment or similar proceeding affecting any part of the Property.

10.1.5 Contravention. Seller is not prohibited from consummating the transactions contemplated by this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

10.1.6 Compliance. To the best of Seller's knowledge, Seller has not received written notice from any governmental authority that the Property is not in material compliance with all applicable laws, except for such failures to comply, if any, which have been remedied.

10.1.7 Litigation. To the best of Seller's knowledge, there is no material litigation affecting the Property which litigation is not covered by insurance.

10.1.8 Bankruptcy. Seller has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or received notice of the filing of any involuntary petition in bankruptcy against Seller.

10.1.9 Seller Not a Foreign Person: Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code") and any related regulations.

10.1.10 True and Complete Copies. To the best of Seller's knowledge, all of the materials delivered or made available by Seller to Purchaser in connection with the Property are true and complete copies of such items in Seller's possession. Seller makes no representation or warranty regarding the contents or reliability of any third party reports delivered to the Purchaser.

10.1.11 No Liens. To the best of Seller's knowledge, except as may be shown in the title report to be delivered to Purchaser hereunder, Seller has not received any written notifications from any city, county, state, or other governmental authority having jurisdiction over the Property advising of any intended public improvements that could result in a lien or charge against the Property.

10.1.12 Hazardous Materials. To the best of Seller's knowledge and except as disclosed in writing by Seller, there are no Hazardous Materials, other than standard cleaning and janitorial materials used in the normal maintenance of the Property, located and/or stored in, on or about the Property.

10.1.13 Except for the Permitted Exception and those matters that will be discharged before or at Closing, the Seller, and only the Seller, holds fee title to the Property.

10.1.14 Except for the liens, encumbrances, or charges against the Property specifically disclosed in this Agreement or that will be discharged before or at Closing, there are no other liens, encumbrances, unpaid bills to vendors, outstanding obligations or charges (contingent or absolute) in existence against such Seller or any businesses conducted thereon, or any existing undisclosed or unrecorded liens, encumbrances or charges, which could adversely affect title to the Property after the Effective Date or the Closing Date, and Seller has no knowledge of any matters pending that could result in a lien against the Property, or in any way substantially adversely affect title to the Property.

10.1.15 From and after the execution of this Agreement by the parties, Seller shall not enter into any contracts, agreements, encumbrances, liens, or other documents or instruments for or regarding the sale, transfer, disposition, assignment, conveyance, encumbrance, lien, pledge, of any Property, or any part thereof or any interest therein, or which may result in any lien or encumbrance with regard to the Property, or any part thereof, or an interest therein, without the prior written consent of the Purchaser.

10.1.16 Seller has paid (or covenants that he will pay prior to Closing) any and all taxes (excluding taxes not yet due) which have or could become a lien or charge against the Property, subject to the proration therein provided.

10.1.17 From and after the execution of this Agreement by the parties, Seller will not cause, permit, suffer, or allow any change, modification or alternation to be made to the Property, or any part or portion thereof, or its physical condition without the prior written consent of Purchaser.

10.1.18 There are no leases of the Property, or any portion thereof, except the Amended Lease.

10.1.19 Except as set forth in the Amended Lease, no person, firm or other legal entity has any right or option whatsoever to acquire the Property or any portion thereof, or any interest therein.

10.1.20 Seller is not aware of any information or facts concerning the physical condition or the Property, or the existing or proposed governmental regulation of the use or development of the Property, which would materially or adversely affect the value or use thereof which has not been disclosed to Purchaser in writing. In the event that changes occur as to any information, documents, or exhibits referred to in any part of this Agreement, Seller will immediately disclose same to Purchaser when first available to Seller.

10.2. Purchaser's Warranties and Representations. The matters set forth in this Section 10.2 constitute representations and warranties by Purchaser which are now and shall, at the Closing, be true and correct.

10.2.1 Broker. Purchaser shall indemnify and hold harmless Seller from any claims, costs, damages or liabilities (including attorneys' fees) arising from any claim by any third party for the payment of any brokerage commissions or finders fees ("Fees") based on any statement or agreement by Purchaser with such third party with respect to the payment of any such Fees.

10.2.2 Power and Authority. Purchaser has been duly organized, is validly existing and is in good standing in the state in which it was formed and is qualified to do business in the state in which the Property is located. This Agreement has been, and all documents executed by Purchaser which are to be delivered to Seller at Closing will be, duly authorized, executed and delivered by Purchaser.

10.2.3 No Violation of Law. Purchaser represents and warrants to Seller that this Agreement and all documents executed by Purchaser which are to be delivered to Seller at Closing do not and at the time of Closing will not violate any provision of any agreement or judicial order to which Purchaser is a party or to which Purchaser is subject.

10.2.4 Not Insolvent. Purchaser represents and warrants to Seller that Purchaser has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Purchaser's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Purchaser's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Purchaser's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

10.2.5 Independent Investigation. Upon Closing, Purchaser shall assume the risk that adverse matters, including but not limited to, adverse physical and environmental conditions, may not have been revealed by Purchaser's investigations, and Purchaser, upon closing, shall be deemed to have waived, relinquished and released Seller (and its members and manager and its and their respective officers, directors, shareholders, investors, managers, trustees, employees and agents) from and against any and all claims, demands, causes of action (including causes of action in tort or under any environmental law), losses, damages, liabilities (whether based on strict liability or otherwise), losses, damages, liabilities, costs and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown, which Purchaser might have asserted or alleged against Seller (and its members and manager and its and their respective officers, directors, shareholders, investors, managers, trustees, employees and agents) at any time, including but not limited to, by reason of or arising out of any latent or patent physical conditions, violations of any applicable laws (including, without limitation, any environmental laws) and any and all other acts, omissions, events, circumstances or matters regarding the Property. The foregoing shall not be interpreted to waive any claim of Purchaser with respect to any breach by Seller of any express representations and warranties made by Seller in Section 10.1 that expressly survive Closing pursuant to this Agreement.

10.2.6 [Intentionally Left Blank]

10.2.7 ERISA. Purchaser represents, warrants and covenants that it is not using the assets of any (i) "employee benefit plan" (within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")), (ii) "plan" (within the meaning of Section 4975(e)(1) of the Code) or (iii) entity whose underlying assets include "plan assets" by reason of a plan's investment in such entity, to fund its purchase of the Property under this Agreement.

10.2.8 No Other Warranties and Representations. Except as specifically set forth in this ARTICLE 10, Seller has not made, nor authorized anyone to make, any warranty or representation as to the Leases, the Contracts, any written materials delivered to Purchaser, the persons preparing such materials, the present or future physical condition, development potential, zoning, building or land use law or compliance therewith, the operation, income generated by, or any other matter or thing affecting or relating to the Property or any matter or thing pertaining to this Agreement. Purchaser expressly acknowledges that no such warranty or representation has been made and that Purchaser is not relying on any warranty or representation whatsoever other than as is expressly set forth in this ARTICLE 10. Purchaser represents and warrants that it is a sophisticated purchaser of real property and improvements and, except for the representations and warranties as set forth in ARTICLE 10, Purchaser understands that Purchaser is acquiring the Property and any Improvements thereon "AS IS – WHERE IS, WITH ALL FAULTS," and with any and all latent and patent defects and that there is no warranty by Seller that the Property is fit for a particular purpose. (This provision shall be set forth in the Deed to the Property.).

10.2.9 Hazardous Materials. Subject to the express provisions hereof and except as provided in Section 10.1.12 above, Purchaser acknowledges and agrees that Seller makes no representation or warranty as to, and Purchaser waives and releases Seller from any present claim known and disclosed to Purchaser, or from any future claims arising from or relating to, the Property, this Agreement or the transactions contemplated hereby regarding the presence or alleged presence of any hazardous materials or harmful or toxic substances ("Hazardous Materials") in, on, under or about the Property, including without limitation any claims under or on account of (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may have been or may be amended from time to time, and similar state statutes, and any regulations promulgated thereunder, (ii) any other federal, state or local law, ordinance, rule or regulation, now or hereafter in effect, that deals with or otherwise in any manner relates to, environmental matters of any kind, (iii) this Agreement, or (iv) the common law. In furtherance and not limitation thereof, but only as to those claims waived and released by Purchaser in this paragraph 10.2.9, purchaser agrees that should any investigation, cleanup, remediation or removal of any Hazardous Materials or harmful or toxic substances or other environmental conditions on or related to the Property be required after the date of Closing, Seller shall have no liability to Purchaser to perform or pay for such investigation, clean-up, removal or remediation. The foregoing release shall not release any act of fraud by Seller.

10.3. Survival. This Article 10 shall survive the Closing and any termination of this Agreement for a period of six (6) months from the date of the Closing.

ARTICLE 11 **CASUALTY AND CONDEMNATION**

11.1. Casualty and Condemnation. Promptly upon learning thereof, Seller shall give Purchaser written notice of any condemnation, damage or destruction of the Property occurring

prior to the Closing. If prior to the Closing all or a material portion of the Property is condemned, damaged or destroyed, Purchaser shall have the option of either (i) applying the proceeds of any condemnation award or payment under any insurance policies (other than business interruption or rental loss insurance) toward the payment of the Purchase Price to the extent such condemnation awards or insurance payments have been received by Seller, receiving from Seller an amount equal to any applicable deductible under any such insurance policy and receiving an assignment from Seller of Seller's right, title and interest in any such awards or payments not theretofore received by Seller, or (ii) terminating this Agreement by delivering written notice of such termination to Seller and Escrow Agent within ten days after Purchaser has received written notice from Seller of such material condemnation, damage or destruction. If, prior to the Closing, a portion of the Property is condemned, damaged or destroyed and such portion is not a material portion of the Property, the proceeds of any condemnation award or insurance payment and any applicable deductible under any insurance policies shall be applied as a credit toward the payment of the Purchase Price to the extent such condemnation awards or insurance payments have been received by Seller and Seller shall assign to Purchaser all of Seller's right, title and interest in any unpaid awards or payments. For purposes of this ARTICLE 11, a "material portion" of the Property shall have been condemned, damaged or destroyed if (1) the cost to repair or restore the Property shall exceed \$100,000, (2) the portion of the Property remaining after the repair or restoration of the Property shall no longer be suitable for the development of the Land, or (3) access to the Property shall have been materially, adversely affected. Subject to the foregoing provision, including Purchaser's right to terminate this Agreement if the damage or destruction is of a material portion of the Property, if the damage or destruction is not material and arises out of an uninsured risk, Seller shall close the transaction contemplated hereby with a reduction of the Purchase Price equal to the costs of repairing the Property, as reasonably estimated by an engineer engaged by Seller and reasonably acceptable to Purchaser. If a material portion of the Property is damaged or destroyed by an uninsured risk, the Purchaser shall have the option to proceed with the purchase of the Property, in which case the Purchaser shall receive a credit of \$100,000 to be applied to the Purchase Price and Seller shall have no further obligation whatsoever with respect to such casualty. If Purchaser elects not to proceed with the purchase, Purchaser may terminate this Agreement by delivering written notice of such termination to Seller and Escrow Agent within ten days after Purchaser has received written notice from Seller of such material uninsured damage or destruction. An uninsured loss means a casualty loss, which is not covered by insurance and which loss does not arise or occur over a period of time due to wear and tear, neglect, or by use or abuse or a defect in or of the Project.

ARTICLE 12 **CONDUCT PRIOR TO CLOSING**

12.1. Actions Prohibited. Seller shall not, without the prior written approval of Purchaser, which approval will not be unreasonably withheld or delayed:

- (i) sell, transfer, encumber or change the status of title of all or any portion of the Property;
- (ii) change or attempt to change, directly or indirectly, the current zoning of the Real Property in a manner materially adverse to it; or

Gainesville, Florida 32601
ATT: Tommy Crosby, Assistant County Manager

If to Lessee, to: Florida Clinical Practice Association, Inc.
c/o Office of Real Estate
720 SW 2nd Avenue, Suite 108
P.O. Box 113135
Gainesville, Florida 32611-3135

with a copy to: University of Florida
c/o Senior University Counsel for Health Affairs
and Director, Contracts Unit
3011 Williston Road
Gainesville, Florida 32608

If to Escrow Agent, to: Scruggs, Carmichael & Wershow, P.A.
2234 NW 40th Terrace
Gainesville, Florida 32605
Attn.: Jonathan M. Turner, Esq.

or to such other address or to such other person as any party shall designate to the others for such purpose in the manner hereinabove set forth.

ARTICLE 14
TRANSFER OF TITLE AND POSSESSION

14.1. Transfer of Possession. Possession of the Property shall be transferred to Purchaser at the time of Closing subject to the Permitted Encumbrances.

14.2. Delivery of Documents at Closing. At the time of Closing, Seller shall deliver to Purchaser originals or copies of any additional documents, instruments or records in the possession of Seller or its agents which are necessary for the ownership and operation of the Property, excluding any and all Excluded Information.

ARTICLE 15
GENERAL PROVISIONS

15.1. Captions. Captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms hereof.

15.2. Exhibits. All exhibits referred to herein and attached hereto are a part hereof.

15.3. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the transaction contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

15.4. Modification. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

15.5. Attorneys' Fees. Should any party hereto employ an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all reasonable attorneys' fees and all costs, whether incurred at the trial or appellate level, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees and the cost of any bonds, whether taxable or not, and such reimbursement shall be included in any judgment, decree or final order issued in that proceeding. The "prevailing party" means the party in whose favor a judgment, decree, or final order is rendered.

15.6. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State in which the Property is located.

15.7. Time of Essence. Time is of the essence to this Agreement and to all dates and time periods set forth herein. However, if this Agreement requires any act to be done on a date which is not a business day, such act or action shall be deemed to have been validly done or taken if done or taken on the next succeeding business day.

15.8. [Intentionally Left Blank]

15.9. Assignment by Purchaser.

15.9.1 Limited Right of Assignment. Except as provided in Section 15.9.2 below, Purchaser may not assign its rights under this Agreement without the prior written consent of Seller, given or withheld in Seller's sole and absolute discretion to any party other than a single purpose limited liability company to be specifically formed by Purchaser to acquire the Property. Any purported assignment except as permitted in this Agreement shall be null and void and of no force or effect. Notwithstanding anything to the contrary herein, pursuant to that certain First Amendment to Commercial Lease Agreement dated May 3, 2018 entered into by and between Seller and Purchaser herein ("the First Amendment to the Lease"), Alachua County is a permitted assignee to this Agreement provided that Purchaser has assigned its rights under that certain Commercial Lease Agreement dated June 27, 2017 by and between Seller and Purchaser herein (the "Lease") and sufficient evidence of such assignment has been provided to Seller prior to Closing.

15.9.2 1031 Exchange. Notwithstanding Section 15.9.1 above, Purchaser may consummate the purchase of the Property as part of a so-called like-kind exchange (the "Exchange") pursuant to §1031 of the Code provided that (a) the Closing shall not be delayed by reason of the Exchange nor shall the consummation or accomplishment of the Exchange be a condition precedent or condition subsequent to Purchaser's obligations under this Agreement or the Closing; (b) Purchaser (or its assignee) shall effect the Exchange through an assignment of its rights (but not its obligations) under this Agreement to a qualified intermediary in form and substance reasonably satisfactory to Seller and the original Purchaser shall not be released hereunder as a result of such assignment; (c) Seller shall not be required to incur any additional expense or liability as a result of the Exchange; (d) Seller shall not by this agreement or

acquiescence to the Exchange (i) have its rights under this Agreement affected or diminished in any manner or (ii) be responsible for compliance with or be deemed to have warranted to Purchaser that the Exchange in fact complies with §1031 of the Code, (e) Purchaser further agrees to indemnify, defend and hold harmless Seller from any cost, expense or liability (including without limitation reasonable attorneys' fees and costs) resulting from Seller's participation in the Exchange, (f) the same does not or would not constitute a "prohibited transaction" or other violation under ERISA, in Seller's sole and absolute discretion, and (g) Purchaser shall reimburse Seller, promptly upon Seller's request but in no event later than the Closing, if any, for the reasonable attorneys' fees and costs incurred by Seller over and above the first \$500 therefor in reviewing the Exchange documents and consummating the Exchange. Nothing contained in this Section 15.9.2 shall release Purchaser of any of its obligations or liabilities under this Agreement, whether arising before, at or after Closing, nor shall anything contained in this Section 15.9.2 impose any liability or obligation on Seller with respect to the tax consequences of this transaction to Purchaser. The provisions of this Section 15.9.2 shall survive the Closing and any termination of this Agreement.

15.10. Severability. If any term, covenant, condition, provision or agreement herein contained is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, the fact that such term, covenant, condition, provision or agreement is invalid, void or otherwise unenforceable shall in no way affect the validity or enforceability of any other term, covenant, condition, provision or agreement herein contained.

15.11. Successors and Assigns. All terms of this Agreement shall be binding upon, inure to the benefit of and be enforceable by, the parties hereto and their respective legal representatives, successors and assigns (subject to Section 15.9).

15.12. Interpretation. Seller and Purchaser acknowledge each to the other that both they and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

15.13. Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original; such counterparts shall together constitute but one agreement. An electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

15.14. Recordation. This Agreement may not be recorded and any attempt to do so shall be of no effect whatsoever.

15.15. [Intentionally Left Blank]

15.16. Possession of Seller. As used in this Agreement, the "possession" or "receipt" of a document, notice or similar writing by Seller shall be deemed to be only the possession, receipt or notice of such document by Seller.

15.17. Business Day. As used in this Agreement, "business day" shall be deemed to be any day other than a day on which banks in the State of Florida shall be permitted or required to close.

15.18. Further Assurances. Each party will, whenever and as often as it shall reasonably be requested to do so by the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such further conveyances, assignments, approvals, consents and any and all other documents and do any and all other acts as may be reasonably necessary to carry out the intent and purpose of this Agreement. This Section 15.18 shall survive the Closing.

ARTICLE 16

ESCROW AGENT DUTIES AND DISPUTES

16.1. Other Duties of Escrow Agent. Escrow Agent shall not be bound in any way by any other agreement or contract between Seller and Purchaser, whether or not Escrow Agent has knowledge thereof. Escrow Agent may, at the expense of Seller and Purchaser, consult with counsel and accountants in connection with its duties under this Agreement. Escrow Agent shall not be liable to the parties hereto for any act taken, suffered or permitted by it in good faith in accordance with the advice of counsel and accountants. Escrow Agent shall not be obligated to take any action hereunder that may, in its reasonable judgment, result in any liability to it unless Escrow Agent shall have been furnished with reasonable indemnity satisfactory in amount, form and substance to Escrow Agent.

16.2. Disputes. Escrow Agent shall have no responsibility to determine the authenticity or validity of any notice, instruction, instrument, document or other item delivered to it, and it shall be fully protected in acting in accordance with any written notice, direction or instruction given to it under this Agreement and believed by it to be authentic.

16.3. Reports. Escrow Agent shall be responsible for the timely filing of any reports or returns required pursuant to the provisions of Section 6045(e) of the Internal Revenue Code of 1986 (and any similar reports or returns required under any state or local laws) in connection with the closing of the transaction contemplated by this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first set forth above.

SELLER:

3217 GAINESVILLE INVESTMENT, LLC,
a Florida limited liability company

By: _____
Name: Svein H. Dyrkolbotn
Its: Manager

PURCHASER:

ALACHUA COUNTY, FLORIDA

By: _____
Robert Hutchinson, Chair
Board of County Commissioners

Date: _____

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq. Clerk

Alachua County Attorney's Office

(SEAL)

TENANT:

FLORIDA CLINICAL PRACTICE ASSOCIATION,
INC., a Florida not for profit corporation

By: _____
Name: _____
Its: _____

CONSENT AND AGREEMENT OF ESCROW AGENT

The undersigned Escrow Agent hereby agrees to (i) accept the foregoing Agreement, (ii) be escrow agent under said Agreement, and (iii) be bound by said Agreement in the performance of its duties as escrow agent.

SCRUGGS, CARMICHAEL & WERSHOW, P.A

By: _____
Name: _____

EXHIBIT "A"
Description of Land

Building "4" Parcel - SW 47th Avenue Complex

A portion of the Gary Grant, Township 10 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at the northeast corner of the Gary Grant, Township 10 South, Range 19 East, Alachua County, Florida, and run thence South $05^{\circ}04'33''$ East, along the east line of said Grant, 5747.92 feet, to a point on the north right-of-way line of that certain parcel of land described in Official Records Book 1685, page 1581, et seq. of the Public Records of Alachua County, Florida, and a point on the arc of a curve concave northwesterly and having a radius of 700.00 feet; thence southwesterly, along said north right-of-way line and along the arc of said curve, through a central angle of $33^{\circ}32'52''$ an arc distance of 409.86 feet to the end of said curve, said arc being subtended by a chord having bearing and distance of South $68^{\circ}53'51''$ West; 404.03 feet; thence South $85^{\circ}40'17''$ West, along said north right-of-way line, 830.27 feet to the east line of that certain right-of-way parcel (for S.W. 34th Street) described in Official Records Book 1862, page 2114 et seq. of said Public Records; thence South $04^{\circ}19'43''$ East, along said east line, 663.04 feet to the north line of 150 foot wide Gainesville Regional Utilities electric easement as described in Official Records Book 805, page 540 of said Public Records; thence North $50^{\circ}03'14''$ East, more or less, along said north line (O.R. 805, pg. 540) a distance of 373.96 feet, more or less, to a rebar and cap stamped (PLS 4788); thence North $04^{\circ}19'43''$ West, parallel with said east line 320.26 feet; thence North $85^{\circ}40'17''$ East, 237.78 feet to the POINT OF BEGINNING; thence continue North $85^{\circ}40'17''$ East; 120.00 feet, thence South $04^{\circ}19'43''$ East, 63.00 feet; thence South $85^{\circ}40'17''$ West, 72.00 feet; thence South $04^{\circ}19'43''$ East, 37.00 feet; thence South $85^{\circ}40'17''$ West, 48.00 feet; thence North $04^{\circ}19'43''$ West, 100.00 feet to the POINT OF BEGINNING.

Composite EXHIBIT "B"
Amended Lease

EXHIBIT "C"

Permitted Encumbrances

1. Terms, provisions, covenants, conditions, restrictions, assessments, easements, options, liens, and other matters established by the Declaration of Condominium described in Schedule A herein, and recorded in Official Records Book 2329, Page 45, as may be further amended.
2. Terms, provisions, covenants, conditions, restrictions, assessments, easements, options, liens, and other matters established by the Declaration of Condominium, and recorded in Official Records Book 2335, Page 520, as may be further amended.
3. Easement granted to the City of Gainesville by virtue of Order of Taking recorded in Official Records Book 805, Page 540.
4. Terms and conditions of the Signage Easement between James D. Henderson, II and Frederick L. Henderson, as Co-Trustees under that certain Trust Agreement dated May 29, 1959, known as "Prairie View Trust" and Michael E. Warren recorded in Official Records Book 1924, Page 577, as affected by Non Exclusive Assignment of Easement Rights and Maintenance Agreement recorded in Official Records Book 2295, Page 387.
5. Easement in favor of the City of Gainesville recorded in Official Records Book 2326, Page 248.
6. Drainage Easement in favor of Alachua County recorded in Official Records Book 2394, Page 2953.
7. Right, title and interest of the 47th Avenue Professional Park Owners' Association, Inc., a Florida nonprofit corporation as shown and recorded in Official Records Book 4491, Page 98.

EXHIBIT "D"
Beneficial Interest and Disclosure Affidavit Form

AFFIDAVIT OF DISCLOSURE OF BENEFICIAL INTEREST

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____ who was sworn and makes the following statements:

1. Affiant has personal knowledge of the facts contained herein.

2. Affiant makes this affidavit concerning the following described property (the **"Property"**) located in Alachua County, Florida which is being sold and conveyed to ALACHUA COUNTY, FLORIDA, a political subdivision of the state of Florida:

See Attachment "A" attached hereto.

3. The Property is owned by _____ (the **"Owner"**).
Affiant is an Authorized Person of _____.

4. I make this affidavit pursuant to the entity disclosure requirements listed in §286.23, Florida Statutes concerning real property being conveyed to a public agency.

5. The following are the names and addresses of all parties having any beneficial interest in the Owner:

a. _____, whose address is _____.

- b. _____, whose address is _____.
- c. _____, whose address is _____.
- d. _____, whose address is _____.
- e. _____, whose address is _____.
- f. _____, whose address is _____.

Further Affiant Sayeth Naught.

DATED: _____

SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before me on _____, by _____ who is personally known to me or who has produced _____ as identification.

Sign: _____

{S E A L}

Print: _____

